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11. **Governing Law.** If you reside in a Member State of the European Union: (i) the laws of England, excluding its conflicts-of-law rules, govern this License and your use of the Application; and (ii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this License and/or your use of the Application shall be the Courts of England, and you expressly consent to the exercise of personal jurisdiction of such courts. If you reside elsewhere: (i) the laws of the State of California, excluding its conflicts-of-law rules, govern this License and/or your use of the Application; and (ii) you expressly agree that to the extent applicable pursuant to Section

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12. **Export.** You agree to abide by U.S. and other applicable export control laws and agree not to transfer the Application to a foreign national, or national destination, which is prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You certify that you are not a person with whom EA is prohibited from transacting business under applicable law.

13. **Dispute Resolution By Binding Arbitration.**

**PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

A. Most of your concerns can be resolved quickly and to your satisfaction by logging into the EA customer support interface with your Account at <http://support.ea.com/>. **In the unlikely event that EA cannot resolve a concern to your satisfaction (or if EA cannot resolve a concern it has with you after attempting to do so informally), then you and EA agree to be bound by the following procedure to resolve any and all disputes between us. This provision applies to all consumers to the fullest extent allowable by law, but expressly excludes residents of Quebec, Russia and the Member States of the European Union. This agreement is intended to be interpreted broadly. It covers any and all disputes between us (“Disputes”), including without limitation:**

- (a) claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- (b) claims that arose before this Agreement or any prior agreement (including, but not limited to, claims relating to advertising);
- (c) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- (d) claims that may arise after the termination of this Agreement.

The only disputes that are not covered by this Section are the following:

- 1) a claim to enforce or protect, or concerning the validity of, any of your or EA's (or any of EA's licensors') intellectual property rights;

- 2) a claim related to, or arising from, allegations of theft, piracy, or unauthorized use;
- 3) In addition, nothing in this Agreement shall prevent either party from initiating a small claims court action.

**By entering into this Agreement, you and EA expressly waive the right to a trial by jury or to participate in a class action.** With respect to this Section 16, References to "EA," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Software under this or prior agreements between us. This EULA evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section. This arbitration provision shall survive termination of this EULA.

**B. Informal Negotiations/Notice of Dispute.** You and EA agree to first attempt to resolve any Dispute informally before initiating arbitration. Such negotiations commence upon receipt of written notice from one person to the other ("Notice of Dispute"). Notices of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought ("Demand"). EA will send its Notice of Dispute to your billing address (if you provided it to us) or to the email address you provided to us. You will send your Notice of Dispute to: Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City CA 94065, ATTENTION: Legal Department.

**C. Binding Arbitration.** If you and EA are unable to resolve a Dispute through informal negotiations within 30 days after receipt of the Notice of Dispute, either you or EA may elect to have the Dispute finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. **YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.** The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, or if you send EA a notice to the Notice of Dispute address above indicating that you are unable to pay the fees required to initiate an arbitration, then EA will promptly pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator shall make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to

do so. You and EA may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

D. **Restrictions.** You and EA agree that any arbitration shall be limited to the Dispute between EA and you individually. To the full extent permitted by law: (a) no arbitration shall be joined with any other arbitration proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class action-basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. **YOU AND EA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and EA agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this dispute resolution/arbitration provision shall be null and void.

E. **Location.** If you are a resident of the United States, arbitration will take place at any reasonable location convenient for you. For residents outside the United States, arbitration shall be initiated in the County of San Mateo, State of California, United States of America, and you and EA agree to submit to the personal jurisdiction of that court, in order to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

F. **Recovery and Attorneys' Fees.** If the arbitrator rules in your favor on the merits of any claim you bring against EA and issues you an award that is greater in monetary value than EA's last written settlement offer made before final written submissions are made to the arbitrator, then EA will:

- (a) Pay you 150% of your arbitration award, up to \$5,000 over and above your arbitration award; and
- (b) Pay your attorney, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that you or your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

The right to attorneys' fees and expenses discussed above supplements any right to attorneys' fees and expenses you may have under applicable law, although you may not recover duplicative awards of attorneys' fees or costs. EA waives any right it may have to seek an award of attorneys' fees and expenses in connection with any arbitration between us.

**G. Limitation on Arbitrator's Authority.** The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

**H. Changes to Agreement.** Notwithstanding any provision in this Agreement to the contrary, we agree that if EA makes any future change to this arbitration provision (other than a change to the Notice of Dispute address), you may reject any such change by sending us written notice within thirty (30) days of the change to the Notice of Dispute address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

**14. Entire Agreement.** This License and the Palm Application Catalog End-User Terms and Conditions and Application License Agreement constitute the entire agreement between you and EA with respect to the Application and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless made in writing and signed by EA. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. In the event of a conflict between this License and any applicable purchase or other terms, the terms of this License shall govern.

**15. Third Party Beneficiary.** You agree that Palm Inc. (Palm) and Palm's subsidiaries are third party beneficiaries of this License and that upon your acceptance of the terms and conditions of this License, Palm will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.