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13. **ALL CLAIMS BARRED AFTER ONE (1) YEAR.** User acknowledges and agrees that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the software must be filed within one (1) year after such claim or cause of action arose or be forever barred. User AGREES THAT THE ONE (1) YEAR BAR IS REASONABLE AND WAIVES ANY OBJECTION TO THE ONE (1) YEAR BAR.
14. **CIRCUMSTANCES BEYOND CONTROL.** Neustel Software shall not be liable for failure, delay, or interruption, due to circumstances beyond its control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software, or inability to obtain data or information needed for the operation of the software.
15. **AMICABLE RESOLUTION OF DISPUTES.** If a claim or dispute arises out of or related to this Agreement and the dispute cannot be settled through direct discussions, Neustel Software and User agree that they shall first endeavor to settle the same in an amicable fashion, including the use of a mediator. If such efforts fail to resolve the claim or dispute, the claim or dispute shall be resolved pursuant to the subsequent section entitled "Binding Arbitration of Disputes" herein.
16. **BINDING ARBITRATION OF DISPUTES.** If a claim or dispute cannot be amicably resolved as discussed above, Neustel Software and User agree that any claim or dispute between them or against any agent, employee, successor, or assignee of the other, whether related to this Agreement or otherwise, and any claim or dispute related to this Agreement, the software, or the relationship or duties contemplated under this Agreement, including the validity of this arbitration agreement, shall be resolved by binding arbitration by one arbitrator under the rules of the American Arbitration Association. This agreement shall be governed by and interpreted

under the Federal Arbitration Act (9 U.S.C. Sections 1-16). Neustel Software and client shall equally share the costs for an arbitrator. Neustel Software and User also agree that each party shall bear its own attorney's fees and costs incurred in connection with all aspects of the Arbitration and this Agreement regardless of the outcome of the arbitration. By agreeing to arbitration, both Neustel Software and User give up their rights to a trial by jury of all disputes arising from the attorney-client relationship and this Agreement, including but not limited to any claim for negligence, breach of fiduciary duty, deceptive trade practices, breach of contract, or anything else related to Neustel Software's representation of User. You should consider whether binding arbitration is acceptable to you, and you should consult with independent counsel before accepting this Agreement if you believe it appropriate to do so. By accepting this Agreement, User agrees that the arbitrator's decision shall be binding, conclusive and non-appealable. Any award of the arbitrator may be entered as a judgment in any court of competent jurisdiction. In the event a court having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of the Agreement shall remain effective. For purposes of this Agreement, Neustel Software and User acknowledge, understand, and agree that arbitration of disputes under this Agreement has advantages and disadvantages when compared to subjecting such disputes to the court process and a jury trial, including but not limited to: (i) Arbitration is done in private and may provide a faster resolution of any disputes than a court of law, (ii) Arbitration may provide a less expensive means of reaching a resolution of the parties' differences, (iii) Arbitration may provide a more informal means of resolution of disputes, (iv) Arbitration may allow less discovery than that allowed in a lawsuit and the arbitrator may be unable to require third parties to participate in an arbitration or to provide documents or witnesses, (v) Arbitration waives the right to a jury trial, (vi) Arbitration is binding and appeals are limited, and (vii) Arbitration will be decided by an individual arbitrator.

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