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Applicable Law. You agree that this Agreement shall be deemed to have been made and accepted in the State of California, and any dispute arising hereunder shall be resolved in accordance with the law of California. Subject to the section "Dispute Resolution; Binding Arbitration; Class Action Waiver", you agree that any claim asserted in any legal proceeding by you against us shall be exclusively commenced and maintained in any state or federal court located in San Francisco, California, and you hereby consent to the exclusive jurisdiction of such courts. In any dispute arising under this Agreement, the prevailing party will be entitled to attorneys' fees and expenses.

Dispute Resolution; Binding Arbitration; Class Action Waiver.

- a. Notice. In the event of any dispute or claim relating to the Software or this Agreement, you or Razer shall give the other party a notice of dispute listing the complaining party's name, address and contact information, and summarizing the facts and the relief requested. You shall send notices of dispute to us at support-us@razersupport.com and insert 'Razer Software Dispute' in the subject header of the email. We will send notices of dispute to you to your address if we have it, and otherwise to your email address. Each party shall make reasonable, good faith efforts to resolve any dispute or claim within 60 days from the date the notice of dispute is sent.
- b. Binding Arbitration and exceptions; Opt-Out; Nature of Arbitration. If we are unable to reach a mutually satisfactory resolution within 60 days of the date of notice of dispute, then we shall proceed to arbitration, except arbitration shall not be used and the parties may address their dispute in court where (i) there is an intellectual property dispute such as a claim of infringement or other violation of intellectual property rights; (ii) small claims court requirements are satisfied; or (iii) applicable law prohibits arbitration. In addition, at any time within 60 days of the Effective Date, you may opt out of arbitration by sending us a written,

postage paid notice of opt-out with your name, user name, email address and mailing address at: 201 Third Street, Suite 900, San Francisco, CA 94103, USA. You may also bring your dispute or claim to the attention of any applicable Federal, State or local government agency that has authority by law to seek a remedy from us for you.

Arbitration is a proceeding before a neutral arbitrator instead of before a court or jury. Arbitration is less formal and requires more limited discovery than a court proceeding. EXCEPT AS PROVIDED ABOVE, YOU AND RAZER AGREE TO RESOLVE IN BINDING ARBITRATION ALL DISPUTES AND CLAIMS RELATED TO AND/OR ARISING FROM THE SOFTWARE AND/OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE DISPUTES AND CLAIMS ARE BASED. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE GIVING UP YOUR RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BEFORE A JUDGE OR JURY.

- c. Arbitration Procedure and Rules. The Federal Arbitration Act (the "FAA") shall apply to the arbitration, which shall be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and where applicable, the Supplementary Procedures for Consumer-Related Disputes. See www.adr.org for more information. The arbitration may be conducted through the submission of documents, by phone or in person in the county where you live or in San Francisco, California. The decision of the arbitrator shall be final, except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.
- d. Class Action Waiver. PROCEEDINGS TO RESOLVE OR LITIGATE OR ARBITRATE ANY DISPUTE SHALL BE BROUGHT SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR RAZER SHALL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE ARBITRATION OR IN ANY OTHER PROCEEDING IN WHICH A PARTY ACTS IN A REPRESENTATIVE CAPACITY. NO ARBITRATION SHALL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES. AN ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF AN INDIVIDUAL PARTY SEEKING RELIEF AND NOT IN FAVOR OF ANY CLASS.

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Third Party DLLs

GalaSoft.MvvmLight.dll
GalaSoft.MvvmLight.Extras.dll
libssh2.dll
Newtonsoft.Json.dll
protobuf-net.dll
sqlite3.dll
System.Data.SQLite.dll
System.Data.SQLite.EF6.dll
System.Data.SQLite.Linq.dll
SQLite.Interop.dll