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**ANY "DISPUTE" THAT IS NOT RESOLVED THROUGH THE INFORMAL NEGOTIATION PROCESS DESCRIBED ABOVE SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION.** "DISPUTE" is defined as any disagreement, cause of action, claim, controversy, or proceeding between you and any Sony entity related to or arising out of the SOFTWARE or this EULA. DISPUTE is to be given the broadest possible meaning that will be enforced. If a DISPUTE

arises, you agree to first give notice to SONY by contacting Sony Electronics Inc. at 16530 Via Esprillo, MZ 1105, San Diego, CA 92127, Attn: Legal Department, and engaging in good faith negotiations to attempt to resolve any DISPUTE for at least 14 days, except that you or Sony (or any of its affiliates) may skip this informal negotiation procedure for DISPUTE enforcing, protecting, or concerning the validity of intellectual property rights.

#### **ARBITRATION INSTRUCTIONS**

To begin arbitration, either you or SONY must make a written demand to the other for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules, and the Supplementary Proceedings for Consumer-Related disputes when applicable ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of AAA's Rules by contacting AAA at (800) 778-7879 or visiting [www.adr.org](http://www.adr.org). The filing fees to begin and carry out arbitration will be shared between you and SONY, but in no event shall your fees ever exceed the amount allowable by the special rules for Consumers Disputes provided for by AAA, at which point SONY will cover all additional administrative fees and expenses. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration when appropriate pursuant to the Rules. Unless you and SONY agree differently, the arbitration will take place in the county and state where you live, and applicable federal or state law shall govern the substance of any DISPUTE. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern the arbitration itself and not any state law on arbitration. The arbitrator's decision will be binding and final, except for a limited right of appeal under the Federal Arbitration Act. The arbitrator may award declaratory or injunctive relief only in favor of the party seeking relief, and only to the extent necessary to provide relief warranted by that party's individual claim. Any court with jurisdiction over the parties may enforce the arbitrator's decision.

#### **SMALL CLAIMS EXCEPTION**

Despite the provisions set forth above, you have the right to litigate any DISPUTE in small claims court or other similar court of limited jurisdiction, to the extent the amount at issue does not exceed \$15,000, and as long as such court has proper jurisdiction and all other requirements (including amount in controversy) are satisfied.

#### **CLASS ACTION WAIVER**

**YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION, YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ANY DISPUTES IN COURT BEFORE A JUDGE OR JURY. ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN**

**INDIVIDUAL BASIS, AND BOTH PARTIES AGREE NOT TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, REPRESENTATIVE ACTION, CONSOLIDATED ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS ALL PARTIES INVOLVED IN THE DISPUTE SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.**

#### **OPT-OUT INSTRUCTIONS**

IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION PROVISION AND/OR THE CLASS ACTION WAIVER ABOVE, THEN: (1) YOU MUST NOTIFY SONY IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU FIRST USE THE SOFTWARE OR AGREE TO THIS EULA, WHICHEVER OCCURS FIRST; (2) YOUR WRITTEN NOTIFICATION MUST BE MAILED TO SONY ELECTRONICS INC., 16530 VIA ESPRILLO, MZ 1105, SAN DIEGO CA 92127, ATTN: LEGAL DEPARTMENT; AND (3) YOUR WRITTEN NOTIFICATION MUST INCLUDE: (A) YOUR NAME; (B) YOUR ADDRESS; (C) THE DATE YOU FIRST USED THE SOFTWARE OR AGREED TO THIS EULA; AND (D) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH ANY SONY ENTITY THROUGH ARBITRATION AND/OR TO BE BOUND BY THE CLASS ACTION WAIVER.

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Despite anything to the contrary in this EULA, you may reject changes made to the binding arbitration provision and class action waiver if: (1) you've already begun authorized use of the SOFTWARE at the time the change was/is made; and (2) you mail written notice to the address in the immediately preceding paragraph within 30 days after the particular change was/is made. Should such a situation arise, you will still be bound by the DISPUTE procedures you previously agreed to and existing before the change you rejected was made.

#### **MISCELLANEOUS**

Any DISPUTE determined not subject to arbitration and not initiated in small claims court will be litigated by either party in a court of competent jurisdiction in either the superior court for the County of San Diego or in the United States District Court for the Southern District of California.

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Xamarin SDK

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