

BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU ARE FULLY AWARE OF AND

Either Party may immediately terminate this Agreement in the event of the other Party's breach of this Agreement, effective upon notification of breach. Upon termination, Your access to the Arc PERFORM features of the Platform will end. Sections 9-15 will survive termination.

6.1 Each Party hereby warrants and represents that: it has the power and authority and the legal right to enter into this Agreement and to grant the rights and perform the obligations set forth herein; it has taken all necessary action required to authorize the



appoint three (3) arbitrators in accordance with the Rules. Arbitration will be conducted in English and all foreign language documents shall be submitted in the original language and, if so requested by any arbitrator or Party, shall also be accompanied by a translation into English. The place of arbitration, and the location for all hearings and meetings in an Arbitration, shall be in Washington, D.C., which location cannot be changed, and any Arbitration may be initiated by either Party in accordance with the Rules. The governing law shall be the law of Washington, D.C. without reference to the conflict of laws provisions of that state. Each Party shall present its case in a pre-hearing memorandum accompanied by all of its evidence in support of its position. The arbitrators in any Arbitration shall enforce, and not modify, the terms of this Agreement. The award or decision of the arbitrators shall be final and binding on each party and its respective successors and assigns, and judgment may be entered thereupon and enforced in any court of competent jurisdiction. All costs and expenses of any Arbitration, including reasonable attorneys' fees and expenses and the administrative and arbitrator fees and expenses, shall be borne by the Parties as determined by the arbitrators.

12.4 Notwithstanding the foregoing, nothing in this Section shall be construed as limiting the right of a Party to seek, at any time, in the state and/or federal court located in Washington, D.C., an injunction or other temporary, preliminary or permanent equitable relief (including to maintain the status quo or preserve the subject matter of the arbitration) with respect to any actual or threatened material breach of this Agreement or otherwise, to prevent or avoid irreparable harm. Each Party hereby expressly and irrevocably consents to the exclusive jurisdiction and venue of such courts located in Washington, D.C. and waives all defenses and arguments that these courts constitute an inconvenient forum and other similar objections.

12.5 The Parties agree that during the pendency of a dispute, all of the terms and conditions of this Agreement shall remain in effect and the parties shall continue to perform all of their respective obligations hereunder unless either Party terminates this Agreement as provided by this Agreement.

12.6 Except to the limited extent necessary to comply with any applicable law, legal process, or a court order or to enforce a final settlement agreement or secure enforcement of the arbitrators' award, the parties agree that the existence, terms and content of any arbitration, all information and documents disclosed in any arbitration or evidencing any arbitration results, award, judgment or settlement, or the performance thereof, and any allegations, statements and admissions made or positions taken by either Party in any arbitration shall be treated and maintained in confidence and are not intended to be used or disclosed for any other purpose or in any other forum.

12.7 The Parties agree that during and after the arbitration that neither Party will publicly disparage the other Party in any way, make or give any comments, statements, or opinions that may harm the goodwill and reputation of the other Party, or directly or indirectly cause or encourage the making of such comments, statements, or opinions, or the taking of such actions, by anyone else. For the purposes of this Agreement, the

term "disparage" includes, without limitation, comments or statements