

## End User License Agreement

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10. **No Assignment.** This Agreement may not be assigned by Licensee without the prior written consent of KIPR. Any attempted assignment by Licensee in violation of this Section shall be null and void. Subject to the restrictions of this Section, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their representatives, successors and permitted assigns.
11. **Governing Law; Arbitration.** This Agreement and any and all claims arising from it will be construed under the laws of the State of Oklahoma without regard to its conflict of laws issues. Any dispute or claim arising out of or relating to this Agreement will be settled exclusively by arbitration in Cleveland County, Oklahoma in accordance with the Rule of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.
12. **Notices.** Any notices to be given under this Agreement shall be in writing and mailed either overnight via nationally recognized overnight courier or via certified first-class mail, return receipt requested, to the addresses listed in the first paragraph of this Agreement.

No party may object to any method of providing written notice that is actually received by such party.

13. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all previous agreements and understandings related to the subject matter of this Agreement. This Agreement may not be amended or modified except by a written document signed by authorized representatives of both parties. The parties hereby execute this Agreement as of the Effective Date.