

# GATEWAY, INC. END-USER LICENSE AGREEMENT

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- 8 Dispute Resolution.** You agree that any Dispute between You and Gateway will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and Gateway. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online or in person. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. **You understand that, in the absence of this provision, You would have had a right to litigate disputes through a court, and that You have expressly and knowingly waived that right and agreed to resolve any Disputes through binding arbitration.** This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* For the purposes of this provision, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, or (ii) the related purchase or use of any product or service from Gateway; the term "Gateway" means Gateway, Inc., its subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents or assigns; and the term "You" means you the original purchaser, or those in privity, such as family members or beneficiaries. Information may be obtained from the NAF on line at [www.arb-forum.com](http://www.arb-forum.com), by calling 800-474-2371 or writing to P.O. Box 50191, Minneapolis, MN, 55405.
- 9 Miscellaneous.** This Agreement is governed by the laws of the United States and the State of South Dakota, without reference to conflicts of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. This Agreement sets forth all rights for the user of the SOFTWARE PRODUCT and is the entire agreement between the parties. This Agreement supersedes any other communications with respect to the SOFTWARE PRODUCT and any associated documentation. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of Gateway. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by Gateway or a duly authorized representative of Gateway. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The parties confirm that it is their wish that this Agreement has been written in the English language only.

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