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The laws of the State of Texas, excluding its conflicts of law rules, govern this license and your use of the OE Software. Your use of the OE Software may also be subject to other local, state, national, or international laws.

12. Changes To This Agreement.

We reserve the right to change this Agreement at any time, and the changes will be effective when posted through the Services, on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. Your continued use of the Services indicates your agreement to the changes.

13. Dispute Resolution.

In the event of a dispute with respect to this Agreement ("Dispute"), a party will provide the other party with written notice of the Dispute as soon as practicable, and the parties agree to exercise commercially reasonable efforts to resolve the Dispute amicably through their designated officers. A Dispute that is not resolved within 30 days following the discussions contemplated by the prior sentence will, upon written demand of either party, be resolved exclusively by final and binding arbitration. Arbitration will be conducted in Houston, Texas, United States by the American Arbitration Association before a single neutral arbitrator

("Arbitrator") pursuant to the Arbitrator's commercial arbitration rules and procedures then in effect. The arbitration will be conducted and all evidence will be submitted in the English language. Each party shall bear its own costs and expenses, except that the Arbitrator's fees and expenses shall be borne equally between the parties. The award rendered in the arbitration may be enforced in any court of competent jurisdiction. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY. Each party may seek injunctive or other equitable relief in any U.S. federal or state court in the Southern District of Texas, United States, which shall have exclusive jurisdiction, without first submitting such matter to arbitration but in support of the arbitration process. If any action is pursued to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

14. Entire Agreement.

You agree that this Agreement is the complete agreement for the OEG Knowledge Library and that the Agreement supersedes all prior or contemporaneous agreements or representations, written or oral. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this Agreement.

15. Severability.

If any provision of this Agreement is held to be unenforceable, such provision shall be inoperative and shall be replaced with a provision that is enforceable and reflects the parties' intent to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement shall remain in full force and effect.

16. Force Majeure.

Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either party may cancel unperformed Services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Licensee's obligation to pay for the Services.