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Procedure. Upon becoming aware of a claim, as applicable, the corresponding indemnified Party will (i) provide prompt written notice to the indemnifying Party of such claim; (ii) allow the indemnifying Party to control the defense and settlement of each such claim, and (iii) provide reasonable assistance to the indemnifying Party in connection with the defense and settlement of each such claim. Neither Party, as applicable, may settle such a claim without the prior written consent of the indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed) if any settlement or compromise (i) admits to liability on the part of the indemnified Party; (ii) agrees to an injunction against the indemnified Party; or (iii) settles any matter in a manner that separately apports fault to the indemnified Party. The failure of any indemnified Party to give notice of a claim as provided herein shall not relieve the indemnifying Party of its obligations under this section, the extent the failure to give such notice is not prejudicial to the indemnifying Party's ability to defend the claim.

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This EULA is governed by the laws of the State of Delaware, without reference to principles of conflicts of laws. If any provision of this EULA is found invalid, the other provisions will not be affected.

Any controversy or claim arising out of or relating to this EULA shall be settled by arbitration in Wilmington, Delaware, and the arbitration shall be governed by the laws of the State of Delaware. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both.