

1099 Pro® Corporate Suite - Tax Year 2021

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11. Arbitration Provision

- Except as provided below, Lessor and Lessee agree to binding arbitration of all Claims between

Lessor and Lessee.

- “Claims” are any claims or controversies, at law or in equity, against each other related in any way to or arising out of in any way to the EULA or any claim that arises between of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation, even if it arises after the Agreement has terminated. “Claims” include, but are not limited to, claims related in any way to or arising out of in any way to any aspect of the relationship between Lessor and Lessee, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. “Claims” also include such claims that Lessee brings against Lessor’s employees, agents, parent companies, subsidiaries, affiliates, or other representatives or that Lessor brings against Lessee, including any action for possession of the Premises under California Code of Civil Procedure Sections 1159 *et seq.* (an “Unlawful Detainer Action”).
- Unless Lessee and Lessor each agree otherwise, the Arbitration will be conducted by a single, neutral third party arbitrator (the “Arbitrator”), who must be a retired California Superior Court judge. **EACH PARTY ACKNOWLEDGES THAT, BY ACCEPTING ARBITRATION, HE, SHE OR IT IS WAIVING THE RIGHT TO A JURY TRIAL, AS WELL AS LIMITING THE RIGHTS OF APPEAL.** Any such arbitration shall be held in Los Angeles, California, in accordance with the laws of the State of California and under the auspices and (except as provided hereunder) rules of JAMS (or any successor thereto), and judgment upon the award rendered in said arbitration shall be final and may be entered in any court in the State of California having jurisdiction thereof. Any party hereto may apply for such arbitration. The parties incorporate the provisions of California Code of Civil Procedure, Sections 1283.05 and 1283.1 (relating to discovery) into this Agreement, and make those provisions a part of and applicable to any proceedings, including, but not limited to, arbitration arising under the terms of this Agreement. The costs of any such Arbitration shall be borne equally by the Lessor and Lessee.
- The process of selecting an Arbitrator shall begin with the Agency providing a list of five (5) potential Arbitrators. Each party alternately (beginning with the Lessee) shall eliminate one (1) name until there is only one (1) name remaining and such person will be the Arbitrator.
- LESSOR AND LESSEE AGREE THAT THEY WILL ONLY PURSUE ARBITRATION ON AN INDIVIDUAL BASIS AND WILL NOT PURSUE ARBITRATION OR ANY OTHER CLAIM ON A CLASS-WIDE, REPRESENTATIVE, OR CONSOLIDATED BASIS. LESSOR AND LESSEE ALSO AGREE THAT THEY WILL NOT PARTICIPATE AS A MEMBER OF A CLASS, AS A CLASS REPRESENTATIVE, OR IN A CONSOLIDATED ACTION.
- Claims Not Subject To Arbitration. Either Lessor or Lessee may bring Claims in small claims court. Either Lessor or Lessee may pursue the self-help and other remedies and defenses provided in California Business and Professions Code section 21700 *et seq.* However, this exception does not include Claims that are derivative or based on violations of California Business and Professions Code section 17200 *et seq.*, including, without limitation, Claims for conversion, negligence, breach of contract, other violations of state or federal law, or valuation as provided in California Business and Professions Code section 17200 *et seq.*; any such Claims shall be subject to Arbitration under the terms of this Arbitration Provision unless brought in Small Claims Court. If any action for possession of the Premises must be brought in Superior Court, it shall be brought in the Superior Court for the County of Los Angeles.
- Written Award. The arbitrator's award shall be in writing, signed by the arbitrator, shall set forth a concise statement of the reasons for the arbitrator's decision, and shall be sent to the parties by certified mail, return receipt requested no later than thirty (30) calendar days following the conclusion of the hearing (five (5) days for an Unlawful Detainer Action). Except in the case of an

Unlawful Detainer Action, the arbitrator shall give each party at least ten (10) days to comment on the proposed decision (to point out errors) and at least five (5) days to comment on any modified proposed decision (to point out errors) before making the decision final.

- No Modification of Terms. The arbitrator shall not extend, modify or suspend any of the terms of this Agreement.
- Attorneys fees. In any such Arbitration, the prevailing party shall be entitled to receive from the losing party reasonable attorneys' fees and costs for the services rendered the prevailing party in such action or proceeding.

12. ENTIRE AGREEMENT. This EULA (including any addendum or amendment to this EULA which is included with the Software) is the entire agreement between you and 1099 Pro relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any 1099 Pro policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

13. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, and personal representatives of the parties, except to the extent of any contrary provision in this agreement. If any term, provision, covenant, or condition of this EULA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. Section, paragraph, and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, amplify, or limit the scope, extent, or intent of this Agreement or any provision of it.