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10. Dispute Resolution and Binding Arbitration Provision.

(a) Definitions. As used in this Arbitration Provision, "Claims" means all claims, disputes, or controversies between you and us of any nature or kind, whether pre-existing, present, or future,

that arise from or relate to the use of the Support.com Web site or any Support.com products or services (collectively the “Services”). This includes but is not limited to disagreements about the validity, enforceability, or scope of this Arbitration Provision.

(b) Informal Efforts to Resolve Dispute. If a dispute arises between you and Support.com, you should first attempt to resolve it by contacting our Customer Service Center at 1-800-727-8776 or by sending the details of your complaint, including your contact information for a response, to the address or fax number listed below. We will attempt in good faith to resolve all Claims submitted this way within fifteen (15) days of receipt.

We also participate in informal dispute resolution services offered by the Better Business Bureau. As a Better Business Bureau Accredited Business, we have made a commitment to follow the BBB Code of Business Practices. Further information about this program is available at www.bbb.org/us/Business-Accreditation/. You may seek to have the Better Business Bureau help resolve a Claim by submitting a complaint using their free online complaint system at www.bbb.org/us/Business-Complaints/.

(c) Agreement to Arbitrate; Right to Opt Out. If informal efforts to resolve Claims fail or are not used, you agree that any and all Claims will be resolved exclusively by binding arbitration as described herein, except that: (i) you may assert Claims in a small claims court in the United States if your Claims meet the court’s jurisdictional requirements; and (ii) either party may pursue Claims and relief in a court of competent jurisdiction regarding the validity and/or infringement of a party’s intellectual property rights.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD TO YOU ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND FORMS OF RELIEF AS A COURT COULD (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF AS WELL AS STATUTORY DAMAGES), AND MUST FOLLOW THE LAW AND TERMS OF THIS AGREEMENT AS A COURT WOULD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS AND PRIVATE ATTORNEY GENERAL ACTIONS ARE NOT PERMITTED.

IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY SUPPORT.COM IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST ACCEPT OR HAVE ACCESS TO THIS AGREEMENT BY MAILING OR FAXING AN OPT-OUT REQUEST TO OUR CUSTOMER SERVICE CENTER LISTED BELOW. YOUR WRITTEN NOTIFICATION MUST INCLUDE YOUR NAME, ADDRESS, THE EMAIL ADDRESS YOU USED TO REGISTER WITH SUPPORT.COM, AND A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH US OR THE DELIVERY OF SERVICES TO YOU BY US. IF YOU HAVE PREVIOUSLY NOTIFIED US OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

(d) Arbitration Fees. The allocation and payment of all filing, administration and arbitrator fees will be governed by the AAA's rules which limit the amount a consumer is required to pay. If the arbitrator determines that your Claims are not frivolous applying the standards of the Federal Rules of Civil Procedure, we agree to reimburse you the amount of all filing, administration and arbitrator fees you are required to pay for the arbitration.

(e) Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules if you are a resident of the United States; if your use of the Services has been principally for personal or household use, the AAA's Supplementary Procedures for Consumer-Related Disputes will also apply. If you are a resident of a country other than the United States, the arbitration will be conducted by the AAA's International Centre for Dispute Resolution in New York, NY, under its rules for international arbitration, and you and we agree to submit to the personal jurisdiction of the U.S. federal court in New York, NY, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. In the event of a conflict or inconsistency between the applicable arbitration rules and this Arbitration Provision, this Arbitration Provision shall govern and control.

The arbitration will be conducted in the English language by a single arbitrator who is an attorney-at-law with experience in consumer and technology transactions and who is also a member of the AAA National Roster of Arbitrators. If you and we can't agree on a mutually acceptable arbitrator within fifteen (15) days after the arbitration is initiated, then the AAA will pick a neutral arbitrator who meets the qualifications. The AAA's rules are available at www.adr.org, or by calling 1-800-778-7879 from inside the United States or +1-212-484-4181 from outside the United States.

(f) Initiating Arbitration. To begin an arbitration proceeding, you must follow the procedures specified by the applicable AAA rules as described on their website at www.adr.org.

(g) Time Restriction. YOU MUST FILE A COMPLAINT WITH THE AAA OR A PERMITTED COURT WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A CLAIM, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

(h) Arbitration Process. Because appearing in person for arbitration can be unduly burdensome in the circumstances, arbitration under this Arbitration Provision shall not require any personal appearance by the parties or witnesses unless mutually agreed. Either or both parties may participate by written submissions, telephone calls, or other means of remote communication as allowed by the arbitrator. The arbitration proceedings will be conducted in the English language at a location designated by the AAA that is the most convenient for you.

The arbitration can only decide Claim(s) between you and us, and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable AAA rules. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

In conducting the arbitration proceeding, the arbitrator will apply the law of the State of California (without regard to its conflicts of law provisions) including U.S. federal law for matters covered by federal law (for example, the Federal Arbitration Act). At the request of any party, the arbitrator shall provide a brief written explanation of the basis for the decision and award. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding on the parties except for any right to appeal under the AAA rules or the Federal Arbitration Act.

(i) Recovery and Attorneys' Fees. If the arbitrator rules in your favor on the merits of any Claim you bring against us and issues you an award that is greater in monetary value than our last written settlement offer made to you before written submissions are made to the arbitrator, then we will (i) pay you 150% of your arbitration damages award, up to \$1,000 over and above your damages award; and (ii) pay your attorneys, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that you or your attorney reasonably incurred for investigating, preparing, and pursuing your Claim in arbitration. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of such fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. The right to attorneys' fees and expenses discussed above supplements any right to attorneys' fees and expenses you may have under applicable law, although you may not recover duplicative awards of attorneys' fees or costs. If your use of the Services was principally for personal or household use, Support.com waives any right it may have to seek an award of attorneys' fees and expenses from you in connection with any arbitration of Claims between us.

(j) Confidentiality. You and we shall keep confidential any information exchanged during the arbitration as well as the decision of the arbitrator made with respect to any Claim(s) arbitrated under this Arbitration Provision and, with the exception of disclosure to your or our attorneys, accountants, auditors, and other legal or financial advisors, neither party shall disclose such information or decision to any other person unless required to do so by law.

(k) Continuing Obligation to Arbitrate; Severability. This Arbitration Provision shall survive termination of your access to or use of any Services and related agreements. If any portion of this Arbitration Provision is deemed invalid or unenforceable at law, such invalid or unenforceable provision will be interpreted, construed or reformed to the extent required to make it valid and enforceable, and this shall not invalidate the remaining portions of this Arbitration Provision.

(l) Support.com Customer Service Center Address:

Support.com, Inc.
ATTN: **LEGAL/ARBITRATION**
900 Chesapeake Drive, 2nd Floor
Redwood City, CA 94063, U.S.A.
Fax: +1-650-556-1194

11. Applicable Law; Forum. California state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. Without limiting the parties' rights and obligations under the Arbitration Provision of this agreement, you agree that any lawsuit filed to resolve any Claim you have with us arising out of or relating to this agreement will be brought exclusively in a state or federal court located in or for San Mateo County, and you agree to submit to the personal jurisdiction of such courts for the purpose of such Claims.

12. Entire Agreement; Severability. This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This agreement may not be amended, supplemented or otherwise modified except by a written agreement executed by an authorized representative of both parties. If for any reason any provision of this agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision; (b) such provision will remain in effect to the extent that it is not invalid or unenforceable; and (c) such invalidity or unenforceability will not affect any other provision of this agreement.

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Last updated November 2, 2012.

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