

the tjo minting rights license (v1.1)

Last Updated: November 4, 2023

This Minting Rights License (v1.1) supersedes and replaces in all respects the original Minting Rights License (v1.0) previously offered by the Licensor on September 4, 2023, and referenced herein. This updated Minting Rights License (v1.1) reaffirms the Creative Commons License (CC+ BY-NC-SA 4.0) grant made by the Licensor applicable to the Licensed Material and the Licensor's offer of General Public Minting Rights previously contained in the Minting Rights License (v1.0), and also provides for additional rights and privileges made available and accessible through a smart contract-based technological environment deployed and owned by the Licensor.

By accepting and exercising either of the limited commercial use rights ("Minting Rights") offered to You herein by this updated Agreement, You accept and agree to be bound by the terms and conditions required by the Licensor in this Minting Rights License ("Agreement"). You are granted the Minting Rights in consideration of Your compliance with these terms and conditions and the benefits the Licensor receives from your creative contributions the ecosystem of remixes of the Licensor NFT identified herein.

1. **Terms.** All terms shall capture the same meaning and effect as defined and used in the "Creative Commons License" and shall include additional meaning as described herein to the extent that such additional meaning is not incompatible with the intended purpose of the Creative Commons License. Terms not defined herein, including uncapitalized terms, shall have the same meaning as related terms in the Creative Commons License.
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 - c. **Blockchain System.** The combination of: (i) a distributed ledger; and (ii) a network of devices operating software clients or software applications that jointly and individually store, validate, process transactions with respect to, update, resolve forks with respect to, read from, write to, and otherwise maintain such distributed ledger. For example, the Ethereum Blockchain, the Bitcoin blockchain and any other Blockchain Systems not disqualified by the Licensor.
 - d. **Burn.** To destroy, permanently relinquish control over, render untransferable, and permanently remove from circulation by using the ROugEum Remix Contract.

- e. **Commercial Use(s)**. Includes the broad ability to sell, trade, and transfer a Minted Adaptation, and to receive royalties from, generate value from, and configure payments with respect to transactions involving a Minted Adaptation that are settled by a Blockchain System.
- f. **Creative Commons License**. The license typed adopted by the Licensor with respect to the Licensed Material: Attribution-NonCommercial-ShareAlike 4.0 International (CC+ BY-NC-SA 4.0). Additional permissions to the Creative Commons License are provided by this Agreement and the original Minting Rights License (v1).
- g. **Creator Story**. A string of text information converted to hex code that is published, recorded, and authenticated On Chain by the Licensor in relation to the Licensor's NFT and by use of the related Ethereum Smart Contract. Any Agreement, License, Limitations, or Terms now or hereafter authenticated by the Licensor as a Creator Story evidences the Licensor's intent to grant such Agreement, License, Limitations, or Terms.
- h. **Digital Wallet**. A cryptographically paired public and private key that is lawfully and exclusively managed by an owner, authenticated by a Blockchain System, and used to store digital assets and perform transactions on a Blockchain System.
- i. **Licensed Material**. Includes any material or content covered by the Creative Commons License. For the purposes of this Agreement, Licensed Material also includes the Metadata content contained in or referenced by the Licensor's NFT.
- j. **Licensor**. The individual granting rights to You under this Agreement, with attribution details provided herein.
- k. **Licensor's NFT**. The NFT Minted by the Licensor containing or referencing the Licensed Material expressly identified herein. With respect to the use of this term in the Adapter's License, this term shall be construed to also include materials contained in or referenced by Minted Adaptations to the extent necessary to fulfill the "Mint Alike" provisions contained herein.
- l. **Metadata**. Information that is contained within or referenced by an NFT On Chain and that is intended by the Licensor to capture Licensed Material (i.e., downloadable media content, attributes, traits, title/name, tags, description, attributes, details, dimensions, etc.).
- m. **Mint**. The act of using a Digital Wallet to cryptographically authenticate, issue, and record On Chain a digital work of art referenced by NFT using a sufficiently decentralized Blockchain System.
- n. **Minted Adaptation**. Adapted Material that is Minted by You.
- o. **Minting Rights**. The rights offered to You herein, limited to a worldwide, royalty-free, non-sublicensable, non-exclusive, and revocable license to create and use a

Minted Adaptation for Commercial Use, subject to the terms and conditions of this Agreement.

- p. **Minting Rights License (v1).** The original Minting Rights License offered by the Licensor on September 4, 2023, and published to the Ethereum Blockchain as an On Chain Creator Story identifiable by the following transaction: <https://etherscan.io/tx/0x84fc7b0fbf3c394ab4c4a0b27b235c7ac2bbcf6551039c384151fa34102becaa>. The terms of this Agreement are not intended to rescind or revoke any previously granted rights or otherwise prohibit any activity expressly contemplated by the original Minting Rights Agreement (v1).
- i. The original Minting Rights License (v1) can be found here: <https://kvk44bnijaoof4hutup6lwn2sxnz4gze2tdt563iafp52r5oyesq.arweave.net/VVXOBahIHOLw9J0f5dm6ldueGyTUxz77aAFf3UeuwSU>
 - ii. Redlines demonstrating the changes between the (v1) and (v1.1) can be found here: <https://arweave.net/6GpJpY7gdvVMHkfIXUXEgqbkHER7xuCMc1C-fPr7Mal4>
- q. **NFT.** A non-fungible token comprising a unique digital asset containing or referencing the Licensed Material that is recorded by, published on, and functionally integrated within a Blockchain System.
- r. **Off Chain.** Any information or action that is not recorded or settled On Chain.
- s. **On Chain.** With respect to information, information that is immutably, irreversibly, publicly, and redundantly stored by a Blockchain System. With respect to actions, actions associated with transactions that are necessarily settled by a Blockchain System. With respect to legal rights, legal rights that can only be invoked or exhausted by performing transactions that are necessarily settled by a Blockchain System.
- t. **ROugE Remix Token.** Any ERC-721 NFT minted and issued by the Licensor from the Ethereum Smart Contract identifiable by the address **0x051E62AC8a642C64Bb732a57004CF373a99c48a0**, or any other Smart Contract or NFT subsequently designated by the Licensor, that is intended to embody a limited derivative works license that may be Burned using the ROugEum Remix Contract for the ability to Mint a Minted Adaptation (i.e., a “remix”). The ROugE Remix Tokens may be publicly referred to by the Licensor as an “Invitation” to the ROugEum.
- u. **The ROugEum Remix Contract.** An Ethereum Smart Contract identifiable by the following address **0x7820462FFe6dBb3B8EEb22D75313CBFACfe59DC3**, or any other Smart Contract subsequently identified by the Licensor, that at least enables the redemption (i.e., through Burning) of the ROugE Remix Token for the technical, On Chain ability to Mint a Minted Adaptation, and all other Smart Contracts associated with or called by the ROugEum Remix Contract, including the ROugE Remix Token Smart Contract and the Smart Contract from which Minted

Adaptations may be Minted identifiable by the address
0x13824AeC1F575c74B718e379bC7fC8d8C0e2623F.

- v. **Smart Contract.** A term of art referring to source code that that is compiled and deployed to a Blockchain System.
2. **The Creative Commons Plus (+) License.** The Licensed Material is concurrently and irrevocably licensed to You and the rest of the public under the CC+ BY-NC-SA 4.0 Creative Commons License, the rights, limitations, conditions, obligations, and privileges of which both You and the Licensor hereby reaffirm. This Agreement is a separate and independent contract that provides for additional, limited commercial rights that are not available or provided for under the Creative Commons License. Nothing in this Agreement is intended to conflict with or modify the permissions granted by the Licensor in the Creative Commons License. You enjoy all rights granted to You in the Creative Commons License notwithstanding your acceptance of this Agreement.
3. **The Licensor.** The Licensor is the entity who has created, owns all rights to, and makes available the Licensed Material to You under this Agreement:
 - a. **Licensor's Name:** tjo
 - b. **Licensor's Current Ethereum Digital Wallet Address:**
0x002a3be63b3b312da5d58eb02d2b48869b46ec82
 - c. **Licensor's Website:** tjo.art
4. **The Licensor NFT.** This Agreement provides You a limited license to only the Licensed Material contained within or referenced by the Licensor NFT:
 - a. **Title:** ROugE
 - b. **Licensor NFT Metadata:**
https://3w3ii6cn3kk2btd72htnybuh6xqr5tvhfusdb3p66f5vbub2frpq.arweave.net/3baEeE3alaDMf9Hm3AaH9eEezqctJDDt_vF7UNA6LF8
 - c. **Licensed Material:**
<https://ccvmsuolbhungqpu4lttrf7k6k3zbxccqvqkstfoh6rn6im3ih3a.arweave.net/EKrlUcsJ6NNB9OLnOJfq8reQ3EKFYKIMrj-i3yGbQfY>
 - d. **Ethereum Smart Contract Address:**
0x7c1D9b6aE3b1d4b355AFbBdfa5AB5Ec2B12f1c13
 - e. **Token ID:** 1
 - f. **Website with Additional Rights Information:** ROugE.art
5. **Offer from the Licensor.** Subject to conditions, limitations, and exclusions provided herein, the Licensor offers You Minting Rights to the Licensed Material.
6. **General Public Minting Rights.** Subject to the terms and conditions of this Agreement, which the Licensor publishes On Chain as a Creator Story, the Licensor hereby offers to You a worldwide, royalty-free, non-sublicensable, non-exclusive, and revocable license to use the Licensed Material to Mint and use a Minted Adaptation for Commercial Uses as defined and authorized by this Agreement.

- a. **Form of Acceptance.** To accept the offer of General Public Minting Rights, you must create a Minted Adaptation On Chain using Your Digital Wallet in compliance with this Agreement. This offer may not be accepted by You on behalf of a third Party or a third Party's Digital Wallet. This offer may not be accepted by You using a Digital Wallet that you do not lawfully possess or control.
- b. **Conditions.** Commercial Use of Your Minted Adaptation is only authorized under this Agreement to the extent you agree to and remain in compliance with each of the following conditions:
 - a. **Attribution.** Your Minted Adaptation must: (i) contain attribution information as otherwise required by the Creative Commons License; (ii) contain a clear and conspicuous identification of the Licensor or the Licensor's NFT within or referenced by the On Chain Metadata of Your Minted Adaptation; and (iii) must not falsely indicate or suggest that your Minted Adaptation is a not modification, remix, derivative work, or adaptation of the Licensed Material.
 - b. **Primarily Artistic Purpose.** Your Minted Adaptation, and Your Commercial Use activities in relation to the Minted Adaptation, must serve a primarily artistic or expressive purpose, and must not serve primarily as Your trademark or as an advertisement for Your goods or services without a separate agreement from the Licensor, as determined by the Licensor in its sole discretion.
- c. **Limitations.** The limitations defined below apply to Your use of the General Public Minting Rights defined in this Section and the ROugE Remix Tokenholder Rights granted below in Section 7, *infra*.
 - a. **Excessive Minting.** You must not create an unreasonable or unnecessary number of Minted Adaptations, especially if the number of Your Minted Adaptations is not necessary for a primarily artistic purpose, as determined by the Licensor in its sole discretion.
 - b. **Unlawful or Hateful Purpose.** Your Minted Adaptation, and Your activities in relation to the Minted Adaptation, must not constitute, promote, or encourage unlawful, defamatory, harassing, abusive, fraudulent, racist, hateful, vulgar, cruel, illegal, prohibited, or obscene activity, as determined by the Licensor in its sole discretion.
 - c. **Illegal or Unregistered Activity.** Your Minted Adaptation, and all commercial activities related to or involving your Minted Adaptation, must not involve any illegal activity, fraudulent or misleading business practices, or other conduct prohibited by any regulation applicable to You.
 - d. **Utility and Future Benefits.** Nothing in this Minting Rights License shall be construed as a promise, offer, or obligation from the Licensor granting you any NFT-based utility, benefits, or other entitlements or privileges not expressly provided for herein. You shall not make any such promises on behalf of the Licensor with respect to the Licensor's NFT.
 - e. **The "ROugE" Trademark.** Nothing in this Minting Rights License grants You or any downstream beneficiaries of Your Adapter's License any rights in or to the Licensor's trade names, brands, trade dress, services marks, or trademarks (e.g., "ROugE") (hereinafter "Licensor Trademarks"), even if the Licensed Material comprises the Licensor's Trademarks. For the sake of clarity, Your

Minted Adaptation may make descriptive, nominative, or otherwise “fair” use of the Licensor Trademarks, but otherwise Your use of the Licensor Trademarks must be primarily for the purpose of fulfilling the Attribution requirements of this Agreement. You hereby agree that any of the Licensor Trademarks that You, or any downstream recipients of Your Adapter’s License, purport to acquire, together with any associated goodwill, shall automatically, immediately, and at Your expense be assigned to the Licensor.

7. **ROugE Remix Token Rights.** Subject to the terms and conditions of this Agreement, the Licensor hereby offers to You, for so long as Your Digital Wallet lawfully has actual possession, custody, and control of a ROugE Remix Token, a redeemable worldwide, royalty-free, non-sublicensable, non-exclusive, and irrevocable right to Mint a Minted Adaptation by invoking the necessary functions made available to You through the ROugEum Remix Contract.

- a. **Form of Acceptance.** To accept and make use of the Remix Token Rights, You must: (i) lawfully acquire a ROugE Remix Token; (ii) approve and invoke the appropriate functions of the ROugEum Remix Contract to authenticate Your ownership of a ROugE Remix Token; (iii) approve and invoke the appropriate functions of the ROugEum Remix Contract to Burn Your ROugE Remix Token; and (iv) approve and invoke the appropriate functions of the ROugEum Remix Contract to create a Minted Adaptation that complies with terms of this Agreement and any other On or Off Chain terms or conditions made available to You by the Licensor.
- b. **Applicable Restrictions and Technical Permissions with Respect to the ROugEum Remix Contract.** The Licensor hereby reserves certain discretion and technical authority within and with respect to the Licensor’s use and Your enjoyment of ROugEum Remix Contract, and all such related Smart Contracts, evidenced by the publicly available logic and permission of ROugEum Remix Contract and this Minting Rights License, namely:
 - i. **Metadata Updates.** The Licensor may unilaterally update, destroy, mutilate or otherwise modify all metadata content associated with Your Minted Adaptation, including at least the media content, description, tags, and all other information or metadata content, if it determines or suspects in its sole discretion that You have violated any term of this Minting Rights License. You hereby waive any Moral Rights that you have in Your Minted Adaptation to the fullest extent necessary for the Licensor to invoke its discretion under this term.
 - ii. **Blacklisting.** The Licensor may unilaterally restrict Your access to the ROugEum Remix Contract and any other Smart Contract related to this Agreement, even if you lawfully own a ROugE Remix Token, if it determines or suspects in its sole discretion that You have violated any term of this Minting Rights License.
 - iii. **Covenant of Good Faith.** In appreciation of the significant and legal technical authority that the Licensor reserves with respect to Your Minted Adaptation and enjoyment of the ROugE Remix Contract, the Licensor

promises to only invoke such discretion in good faith and where the Licensor believes is necessary to prevent harm to the Licensor or any third party.

- iv. **Other Terms and Conditions.** The Licensor may impose additional terms and conditions relating to Your use of the ROugE Remix Contract, including by specifying additional terms and conditions within the metadata of a ROugE Remix Token, Off Chain writings or communications, or any user experiences created by the Licensor to facilitate Your enjoyment of this Minting Rights License.
 - c. **Limited License to the ROugE Trademark.** If you successfully approve and invoke the appropriate functions of the ROugEum Remix Contract to create a Minted Adaptation in compliance with the terms of this Minting Rights License (v1.1), the Licensor grants to You a limited, worldwide, non-exclusive, non-sublicensable, non-transferable, and revocable license of the “ROugE” and “ROugEum” trademarks solely for the purpose of: commenting, promoting, or sharing Your participation as the creator of an “Official” remix of the “ROugE” work or as a creator of a work featured in “ROugEum.” No other rights are granted and are hereby expressly reserved. This limited trademark license is only effective for so long as You have not breached any provision of this agreement, which shall be determined by the Licensor in its sole discretion.
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 - b. The Adapter’s License You apply to the Minted Adaptation, including all NFT Metadata, must include: (i) a public offer coextensive and not materially inconsistent with the General Public Minting Rights, subject to the same conditions, exclusions, and limitations provided herein; and (ii) the same representations and warranties made by the Licensor in this Agreement.
 - c. Your failure to provide public notice of the Adapter’s License shall not excuse, void, or render unenforceable the public grant and offer of Minting Rights provided for in the Adapter’s License, as required herein. The act of creating a Minted Adaptation acts as an affirmative and automatic offer from the Licensor and You to exercise the Licensed Rights in the Adapted Material under the conditions of the Adapter’s License, and as other required herein.
 - d. You may not offer or impose any additional or different terms or conditions on, or apply any effective technological measures to, a Minted Adaptation that restricts the exercise of the rights granted under the Adapter’s License.
 - e. You irrevocably consent to and covenant not to assert or bring any suit, claim, demand or challenge against, the Licensor or any third party in connection with their use, distribution, reproduction, minting, display, performance, modification, or creation of derivative works, remixes, or mash-ups of the Licensed Material or the Adapted Material, as provided by this Agreement and the Adapter’s License.

- f. Nothing in this Section shall be construed as an obligation to create a Smart Contract technological environment (i.e., a smart contract similar to the ROugEum Remix Contract) for the purpose of managing Minted Adaptations created by downstream recipients of Your Adapter's License.
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12. **Licensor's Protocol Rights.** Licensor reserves the absolute right to develop and deploy software, including software deployed to one or more Blockchain Systems (i.e., "smart contracts"), that connects to, integrates with, indexes, or performs functions with respect to Your Minted Adaptations, and any Minted Adaptations created by a downstream recipient of Your Adapter's License, including for commercial purposes.
13. **Term.** This Agreement shall remain in effect in perpetuity, so long as it is not terminated, modified, or rescinded by the Licensor in any manner permitted by this Agreement, or breached by You. For the sake of clarity, the rights provided for in the Creative Commons license are irrevocable and perpetually offered to the public.
14. **Effect of Breach.** If you materially breach any of the provisions of this Agreement, including the limitations and other provisions subject to the discretion of the Licensor, the Licensor may terminate all of the licenses and rights granted to you herein, and take any action or perform any function with respect to its Smart Contracts as provided for herein. Licensor may use commercially reasonable efforts to provide you with notice of such termination, though for the avoidance of doubt your rights under this Agreement shall terminate regardless of whether such notice is actually received. Upon the termination of your license, you shall cease all use of the Minting Rights granted herein, including, without limitation, ceasing all marketing, distribution, minting, token distribution, remixes, or other commercial activities that feature the Licensed Material and shall cease all further use of the

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15. **Licensor Representations.** The Licensor expressly represents and warrants that: (i) the Licensed Material is an original work of authorship; (ii) the Licensed Material is not infringing on any intellectual property rights of any third party, including at least any third party copyrights, trademarks, and rights of publicity; (iii) and the Licensor has the full legal authority enter into this Agreement.
16. **Your Representations.** You represent that: (i) You are knowledgeable, experienced, and sophisticated in using and evaluating blockchains, Smart Contracts, digital assets, NFTs, and other related technologies; (ii) You have conducted your own thorough independent investigation and analysis of the Smart Contracts and have had the full opportunity to review the Smart Contract source code and all related functions and permissions; (iii) You have not relied up-on any information, statement, omission, representation, or warranty, express or implied, written or oral, made by or on behalf of the Licensor in connection therewith, except as expressly set forth by this Minting Rights License; and (iv) that Your Minted Adaptation, excepting the Licensed Material, is otherwise an original work of authorship that is not infringing on any intellectual property rights of any third party, including at least any third party copyrights, trademarks, and rights of publicity; and (v) You have the full legal authority enter into this Agreement and that Your Minting of a Minted Adaptation does not violate any right owed to any third party.
17. **Revocation; Rescission; Termination; Modifications.** The terms of this Agreement may be revoked, rescinded, terminated, or otherwise modified at any time in the Licensor's sole, unilateral discretion (excepting of course the rights granted under the Creative Commons License). Any authorized use of a Minted Adaptation under this Agreement shall remain authorized in perpetuity, notwithstanding the Licensor's revocation or modification or termination of this Agreement, but only so long as Your use of the Minted Adaptation complies with the conditions and terms of this Agreement. All rights granted to You under this Agreement are immediately terminated upon your breach of this Agreement. Termination will not limit any of the Licensor's other rights or remedies at law or in equity.
18. **Effective Date; Manner of Performing Modifications.** This Agreement takes effect on the earliest known date that it is attested to and published On Chain by the Licensor. All subsequent revocations, rescissions, terminations, or other modifications are only effective to the extent they are attested to and published On Chain by the Licensor. The Licensor may satisfy this provision by publishing subsequent revocations, rescission, terminations, or other

modifications as an On Chain Creator Story, without providing notice to You. The Licensor reserves the right to implement a different method to provide such modifications, provided that such modifications are published On Chain in reference to this Agreement. You agree and understand that this Agreement may be stored On Chain in hex code format and within an Ethereum transaction log which may impact their accessibility or readability. The Licensor will make commercially reasonable measures to provide the terms of this Agreement Off Chain or make readable versions of this Agreement available for download.

- 19. Delegation of Authority.** You agree and understand that by invoking or interacting with the any Smart Contracts identified herein, or subsequent designated Smart Contracts, You agree and irrevocably consent to all of the express functions or conceivable operations enabled by the Smart Contracts' source code, which are provided to You on an "as is" basis without any express or implied warranties. You expressly and irrevocably delegate to the Smart Contracts that You voluntarily interact with the fullest necessary legal and technical authority to process, settle, and execute all functions and transactions initiated by You or Your digital wallet. You hereby consent to and agree to be irreversibly bound by the outcome of any transaction, Smart Contract operation, or blockchain state change initiated by or caused your Digital Wallet, whether or not the Smart Contract behaves as You expect. You are forbidden from engaging in any attack, hack, Sybil attack, DoS attack, distributed denial-of-service of attack, "griefing" attacks, interference, or any other type of exploit or unfair misuse of any Smart Contracts.
- 20. Disclaimers.** Your access to and use of the Licensed Material and your creation and use of authorized Minted Adaptions is at your own risk. Licensor forever disclaims any liability or responsibility with respect to your activities concerning the Licensor's NFT, the Smart Contracts, and Your Minted Adaptation(s). The Licensor makes no representations or warranties, and disclaims all responsibility and liability for, the completeness, accuracy, readability, availability, timeliness, security, or reliability of the Licensed Material, the licensor's website(s), the Licensor NFT, or this Agreement, and assumes no responsibility to inform you of updates or modifications of this Agreement or to provide you conveniently readable versions of the Agreement. The Smart Contracts related to this Minting Rights Agreement are made available to You "as is" and "as available" basis and the Licensor expressly disclaims any warranties or conditions of any kind, either express or implied. Under no circumstance will the Licensor be responsible for technical errors contained in the Smart Contracts or for any mistaken, negligent, or inadvertent action taken by You involving the Smart Contracts.
- 21. Indemnification.** By creating a Minted Adaptation, you agree that you shall defend, indemnify and hold the Licensor harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Licensor arising out of or in connection with: (i) your violation or breach of any term of this Agreement or any applicable law or regulation; (ii) your violation of any rights of any third party, including but not limited to intellectual property, property, and contractual rights; (iii) claims arising from your Commercial Use of the Licensed Material or Minted Adaptation; (iv) any fraud, negligence or willful misconduct committed by you in relation to your Minted Adaptation or the Licensed Material.

- 22. Contact.** You should reach out the Licensor to resolve any questions You have with respect to this Agreement. If you desire permissions or rights not expressly granted to You by this Agreement, you must obtain express approval from the Licensor. You may reach out to the Licensor through the Licensor's websites (tjo.art or ROugE.art), any of Licensor's regularly used forms of social media, or the Licensor's legal counsel (emilio@cazares.legal).
- 23. Miscellaneous.** These Terms and any action related thereto will be governed by the laws of the State of New York, without regard to its conflict of laws provisions. This Agreement constitutes the entire and exclusive understanding and agreement between Licensor and You regarding Your Minting Rights and Commercial Use rights with respect to the Licensed Material and supersedes and replaces any and all prior oral or written understandings or agreements, excepting, as applicable, the Creative Commons License. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement and the licenses granted hereunder may be freely assigned by Licensor, but not by You. No action or omission by the Licensor shall be deemed a waiver of any provision of this Agreement. No waiver by either Party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. You and the Licensor shall attempt to cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, before either party seeks a judgement in a court of law.