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Alternative Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution ("ADR") procedure.

If any controversies, claims, or disputes arising out of or relating to this Agreement cannot be resolved through negotiation, the parties agree to try in good faith to settle the dispute by mediation in accordance with any statutory rules of mediation. If mediation is unavailable or unsuccessful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. The arbitrator's award will be final, and any court with proper jurisdiction may enter judgment

upon it. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid, illegal, or unenforceable, but that by limiting such provision, it will become valid, legal, and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter contained herein. No other promises, warranties, representations, agreements, or understandings, whether oral or written, exist concerning this subject matter. This Agreement supersedes any previous or simultaneous oral or written promises, warranties, representations, agreements, or conditions between the parties.

Updates to Agreement.

The Licensor reserves the right to modify this Agreement at any time. Updated versions will be made available through the Software Product or website. Continued use of the Software Product after such updates constitutes acceptance of the revised Agreement.

Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Governing Law. This Agreement shall be governed by the laws of California.

Attorneys' Fees. If a legal suit, action, or proceeding, including arbitration, is brought by any party to enforce or to interpret any provision of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages awarded, all costs associated with conducting the suit, action, proceeding, or arbitration and reasonable attorneys' fees.