

Any dispute, claim or controversy arising out of or relating to this Agreement or the business relationship between Customer and Vendor or the breach, termination, enforcement, interpretation or validity of either, including a determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California, or such other place as the parties mutually agree, before one arbitrator. The arbitration shall be administered by JAMS (or such other third-party to which the parties mutually agree) pursuant to its Comprehensive Arbitration Rules and Procedures (the "Rules"). The arbitrator shall be a third-party neutral who is either a retired judge or a California licensed attorney with at least ten years of experience in handling commercial disputes. Copies of the Rules are enclosed and also may be found at www.jamsadr.com/rules.-comprehensive-arbitration. The arbitrator shall be empowered to decide all discovery, dispositive and other motions. The parties shall each pay one half of the cost of the arbitration, including the filing fee and arbitrator fees, subject to an award of costs, reasonable attorneys' fees and arbitrator fees to the prevailing party as may be permitted by this Agreement or any other agreement of the parties or by any statute. To the fullest extent permitted by law, the parties shall maintain the confidential nature of the arbitration proceeding and any arbitration award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except a may be necessary in connection with a court application for a provisional remedy, a judicial challenged to the award or its enforcement or unless otherwise required by law or judicial decision. If an arbitration award is made against either party, the party against whom the award is made shall have thirty (30) days from the date the award is rendered in which to pay the award before the other party may file any motion or other pleading to initiate proceedings to confirm the award in a court of law.

9. Indemnification. Vendor agrees to indemnify Customer, its affiliates and direct and indirect equity holders and their respective representatives, heirs, administrators, successors and assigns ("**Indemnified Parties**"), and to hold them harmless from, any and all liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including the reasonable attorneys' fees and disbursements of counsel, that may be suffered by, imposed on, or incurred by Customer or any other Indemnified Party as a result of the breach of any obligations hereunder by Vendor.

10. Assignment; Beneficiaries; Survival of Obligations. This Agreement shall be binding upon and inure to the benefit of Customer and Vendor and their successors, assigns and legal representatives and, except for Indemnified Parties, no other party shall have any rights hereunder or shall be deemed a third-party beneficiary hereof. The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Vendor's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information is voluntarily made public by Customer.

11. Governing Law; Venue. This Agreement and the obligations of the parties hereunder and all claims or causes of action (whether in contract or tort or otherwise) that may be based upon, arise out of or relate to this Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of California without giving effect to its conflict of laws rules.

For all matters not required to be submitted to binding arbitration in accordance with the Arbitration Agreement, Vendor hereby irrevocably submits to the exclusive jurisdiction of the courts of the State of California and of the United States of America located in Los Angeles , California, and irrevocably agrees that all claims in respect of any such dispute or any suit, action or proceeding brought by Customer may be heard or determined in such courts. Vendor hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection that he/she/it may now or hereafter have to the personal jurisdiction of such courts (to which the parties expressly consent) or the laying of venue of any such dispute brought by Customer in any such court or any defense of inconvenient forum for the maintenance of such dispute. Vendor agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law).