

X. GOVERNING LAW

All questions arising out of or concerning this Agreement or its validity, interpretation, performance or breach shall be governed and decided by application of the appropriate laws of the State of Texas, without giving effect to any choice of law rules thereof which may direct the application of the laws of any other jurisdiction.

XI. HEADINGS

Headings used in this Agreement are for reference purposes only and shall not be used to modify or construe the meaning of the terms and conditions of this Agreement.

XII. NO OTHER RELATIONSHIP

Neither party shall have any right, power, or authority to assume, create or incur any expense, liability or obligation, expressed or implied, on behalf of the other party, except as expressly provided herein. This Agreement is not intended to be nor shall it be construed as a joint venture, association, partnership or other form of a business organization or agency relationship.

XIII. MODIFICATIONS

This Agreement may be amended or modified only by an instrument of equal formality signed by duly authorized representatives of the respective parties.

XIV. PARTIAL INVALIDITY

If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portion or portions shall not be affected thereby.

XV. ENTIRE AGREEMENT

There are no understandings or agreements relative to this Agreement that are not fully expressed herein and this Agreement supersedes any previous agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.