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Any dispute arising under this EULA will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant and industry rules, if any. The parties agree that this EULA will be governed by and construed and interpreted in accordance with the laws of the State of California. The arbitration will be held in San Francisco, California. The arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this EULA. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

10. Severability

If any term of this EULA is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

11. No Waiver

No waiver of any right under this EULA will be deemed effective unless contained in writing signed by a duly authorized representative of the party against whom the waiver is to be asserted, and no waiver of any past or present right arising from the breach or failure to perform will be deemed to be a waiver of any future rights arising out of this EULA.

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This EULA constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this EULA by any representations or promises not specifically stated herein.