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10. Miscellaneous.

10.1 Governing Law; Venue for Disputes. This Agreement shall be governed in all respects by the laws of the state of Washington and the United States, without regard to the choice of law rules thereof. Application of the U.N. Convention on Contracts for the International Sale of Goods is expressly excluded. The sole jurisdiction and venue for actions relating to the subject matter hereof shall be the state and US federal courts located in King County, Washington. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided by applicable Washington state or United State federal law.

10.2 Attorneys’ Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys’ fees.

10.3 Equitable Remedies. The parties agree that a material breach of this Agreement adversely affecting Licensor’s proprietary rights in the Software or Documentation would cause irreparable injury to Licensor for which monetary damages would not be an adequate remedy and that Licensor shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law.

10.4 Waivers; Amendments. No delay, omission, or failure to exercise any right or remedy provided herein shall be deemed to be a waiver thereof or an acquiescence in the event giving rise to such right or remedy, but every such right or remedy may be exercised, from time to time as may be deemed expedient by the party exercising such remedy or right. Any waivers or amendments shall be effective only if made in writing by non-preprinted agreements and signed by a representative of the respective parties authorized to bind the parties.

10.5 Invalidity. In the event that any provision of this Agreement is unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision

shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law.

10.6 Assignment. Neither this Agreement nor any rights granted herein may be assigned or transferred by you, whether voluntarily or by operation of law, without the express written permission of Licensor, and any attempt to do so shall be null and void. This Agreement or any rights or obligations hereunder may be assigned by Licensor without your consent.

10.7 Relationship of Parties. Nothing herein shall be deemed to create an employer-employee relationship between Licensor and you, nor any agency, joint venture or partnership relationship between the parties. Neither party shall have the right to bind the other to any obligation, nor have the right to incur any liability on behalf of the other.

10.8 Entire Agreement. This Agreement is the complete and exclusive agreement between the parties with regard to the subject matter hereof and supersedes any and all prior discussions, negotiations and memoranda related hereto.