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Contact for notices to Licensee:

10. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by binding arbitration conducted in the English language in Boston, Massachusetts, U.S.A., under the commercial arbitration rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted by a single arbitrator jointly appointed by the Parties; provided, however, that if the Parties cannot agree within thirty (30) days after the initiation of the arbitration, then the arbitrator shall be appointed by the President of the AAA in Boston. The arbitrator shall resolve disputes regarding arbitration procedures. The arbitrator may proceed to an award notwithstanding the failure of the other party to participate in the proceedings. The arbitrator shall be authorized to grant interim relief, including preventing the destruction of goods or documents involved in the dispute, protecting trade secrets and providing for security for a prospective monetary award. In no event shall punitive damages be assessed against either Licensor or Licensee. If a matter hereunder is brought to arbitration, the award of the arbitrator shall be the sole and exclusive remedy of the Parties and shall be enforceable in any court of competent jurisdiction, subject only to revocation on grounds of fraud or clear bias on the part of the arbitrator. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding anything contained in this Section 8 to the contrary, Licensor shall have the right to institute judicial proceedings against Licensee or anyone acting by, through or under Licensee, in order to enforce our rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.
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 - a. **No Waiver.** Licensor's failure to strictly enforce any term or condition or to exercise any right it may have will not constitute a waiver of its right to strictly enforce these terms and conditions or exercise its rights in the future.
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 - c. **Counterparts.** This Agreement may be executed in two counterparts, each of which when so executed shall be deemed to be an original and both of which when taken together shall constitute one Agreement.