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10. Arbitration

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 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 Commonwealth of Pennsylvania. The arbitration will be held in Philadelphia, Pennsylvania. 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.

11. Severability

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would

become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. No Waiver

The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

13. Non-Disparagement

Lessee agrees that, during the term of this Agreement, neither it nor any of its Affiliates or Associates will, and it will cause each of its Affiliates and Associates not to, directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, Smart Structures or any of its Affiliates, subsidiaries, employees, agents or representatives.

14. Entire Agreement

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.

15. Independent Contractors.

The parties hereto are independent contractors with respect to one another. Nothing herein contained shall be construed to place the parties in the relationship of partners, joint venturers or principal and agent.

Agree : _____ (Signature)

_____ (Date)

_____ (Print Name)

_____ (Title)