

Designer

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15.6 Arbitration. With the exception only of disputes related to the enforcement or validity of either your or Shure's intellectual property rights, all disputes, controversies or claims arising out of or relating to this Agreement, breach of this Agreement or any Software, products, services or transactions related to this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration proceedings will be conducted in Chicago, Illinois and in the English language by a panel of three arbitrators. The arbitrators shall adopt and apply the provisions of the Federal Rules of Civil Procedure relating to discovery so that each party shall allow and may obtain discovery of any matter not privileged which is relevant to the subject matter involved in the arbitration to the same extent as if such arbitration were a civil action pending in a United States District Court. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction. WITH RESPECT TO DISPUTES SUBJECT TO ARBITRATION PURSUANT TO THIS SECTION 15.6, BOTH YOU AND SHURE ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) THOSE DISPUTES IN COURT BEFORE A JUDGE OR JURY.

15.7 Attorneys' Fees. In any action or proceeding to enforce this Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees.

15.8 Severability. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be illegal or unenforceable, the provision will be modified

so as to be enforceable to the maximum extent possible under applicable law in accordance with the original intent of the provision and the remainder of this Agreement will remain in full force and effect.

15.9 Entire Agreement; Waiver. This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may only be modified by a writing signed by both parties. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

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