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9. You acknowledge that there is no partnership, joint venture, employment, consulting or other such relationship between you or us (each a "Party" and together the "Parties").

10. The terms of this Agreement are binding upon, and will inure to the benefit of the Parties, including their respective licensees, successors, and assigns. We may assign, license or transfer any or all of the Rights you have granted to us to any other person or entity. Except as expressly provided in this Agreement, there are no third-party beneficiaries to the Agreement.

11. If any provision of this Agreement is found to be illegal, invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions will not be affected or impaired, unless continued enforcement of the provisions frustrates the intent of the Parties.

12. No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right. Failure to

enforce any right under this Agreement will not be deemed a waiver of future enforcement of that or any other right.

13. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Ohio without regard to conflict/choice of law principles. Each Party hereto irrevocably consents to the exclusive jurisdiction and venue of any federal or state court within the County of Cuyahoga, Ohio in connection with any matter arising out of this Agreement, agrees that process may be served upon them in any manner authorized by the laws of the State of Ohio, and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue, or process.

14. This is the entire agreement between the Parties, and any changes must be agreed to in writing signed by the Parties.