

ARBITRATION AGREEMENT

Any controversy or claim between the parties, whether arising out of or relating to this Agreement or otherwise, or the breach thereof, whether in contract or tort, which cannot be settled by the parties hereto, will be resolved first by submitting to mediation using a mediator who is a member of the National Academy Of Distinguished Neutrals within 45 days of the dispute arising. If mediation fails to resolve the dispute, the parties agree to submit to binding arbitration in Omaha or Lincoln, Nebraska under the Federal Arbitration Act or under the Nebraska's Uniform Arbitration Act, whichever may so apply, applying the Commercial Arbitration Rules Of Jams (see <http://www.jamsadr.com>). The arbitrator shall be a member of the National Academy Of Distinguished Neutrals, or its successor or a similar organization if the academy is no longer in existence. By agreeing to binding arbitration of any such disputes, the parties understand and agree they are waiving their right to a jury trial in court regarding a resolution of such disputes should they occur. The award of the arbitrator(s) shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues, or accountings presented or pled to the arbitrator(s); shall be paid promptly; and any costs or fees incident to enforcing the award shall to the maximum extent permitted by law be charged against the party resisting such enforcement. The award rendered by the arbitrator(s) may be entered as a judgment by any court having jurisdiction thereof. All notices in connection with the arbitration shall be made in the manner set forth in for providing notice in this Agreement.