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- 12.1. **HEADINGS.** The headings appearing at the beginning of the sections contained in this agreement have been inserted for identification and reference purposes only and shall not be used to determine the construction or interpretation of this agreement.
- 12.2. **ARBITRATION.** Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The locale of the arbitration shall be in Connecticut, and the Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.
- 12.3. **GOVERNING LAW AND JURISDICTION.** This agreement will be governed by Connecticut law, without regard to its conflicts of law principles, and applicable federal law. The parties hereby agree that the exclusive jurisdiction and venue for any litigation other than the enforcement of an arbitration award shall be the state or federal courts of CT.
- 12.4. **BINDING EFFECT AND ASSIGNMENT.** This agreement shall be binding upon the parties hereto, their heirs, successors, and assigns. References to either party shall include their heirs, successors, and assigns.
- 12.5. **MODIFICATION OF AGREEMENT.** No modification or amendment of any provision of this agreement shall be binding unless it is in writing and signed by both parties.
- 12.6. **SEVERABILITY.** If any term, provision, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Furthermore, if any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable strictly by reason of duration, degree, or scope, then it shall be construed by limiting and reducing it, so as to be enforceable to the maximum extent compatible with applicable law.
- 12.7. **ENTIRE AGREEMENT.** This agreement contains the entire understanding between the parties hereto and supersedes all previous communications, representations and contracts, oral or written, with respect to the subject matter hereof.