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10. **Arbitration.** Any controversy or claim arising out of or related to this Agreement, or the breach thereof, or any other business relationship between the parties, shall be resolved by arbitration in front of one arbitrator administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall take place in Denver, Colorado. The arbitrator shall have the power to apportion between the parties, as part of a final award, administrative fees of the American Arbitration Association, the compensation of the arbitrator and any other expenses incurred at the direct request of the arbitrator. The arbitrator shall have the right to award to the party determined to be the prevailing party an amount equal to reasonable attorneys' fees which shall then be due from the losing party. Any award made by the arbitrator shall be fully consistent with the terms of this Agreement and the arbitrator may not grant any relief of remedy that is excluded or limited by any provision of this Agreement. SPATIAL AND LICENSEE ACKNOWLEDGE THAT THEY ARE WAIVING THEIR RIGHT TO TRIAL BY JURY.
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