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11.2 Governing Law/Forum Selection. The Agreement and the parties' rights and obligations hereunder shall be solely and exclusively construed, interpreted and enforced under and in accordance with the laws of the State of Colorado, United States of America, without any reference to conflicts of law principles. The parties agree that the U.N. Convention on the International Sale of Goods shall not apply to the Agreement. Any and all disputes between the parties shall be brought and resolved solely and exclusively in the state or federal courts located in the State of Colorado, United States of America. Both parties hereby irrevocably consent to the jurisdiction of such courts and service of process in connection therewith. Any judgment rendered by such courts may be entered and enforced by any court having jurisdiction over the party against which an award is entered or its assets. Both parties hereby irrevocably waive any objections to the jurisdiction of such courts based on any ground, including without limitation improper venue or forum non conveniens.

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11.4 Waiver and Modifications. Failure by either party to enforce any rights under this Agreement will not be construed as a waiver of such rights, and a waiver by either party of a default hereunder in one or more instances will not be construed as constituting a continuing waiver or as a waiver in other instances. No modification of this

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