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(c) Severability. If any provision of this Agreement, or the application of it to any party or circumstance, is held to be invalid, the remainder of this Agreement, and the application of such provision to other parties or circumstances, shall not be affected thereby, the provisions of this Agreement being severable in any such instance.

(d) Titles and Headings. Titles and headings to paragraphs in this Agreement are for the purpose of reference only and shall in no way limit, define, or otherwise affect the provisions of it.

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(g) Arbitration. Any controversy, dispute or claim arising out of the interpretation, performance or breach of this Agreement shall be resolved by binding arbitration, at the request of either party, in accordance with the Guidelines of the American Arbitration Association, in the City of Los Angeles, California. The arbitrators shall apply California substantive law and the California Evidence Code to the proceeding. The arbitrators shall have the power to grant all legal and equitable remedies and award compensatory damages provided by California law, including the power to award punitive damages. The arbitrators shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the decision is based. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure Sections 1286.2 or 1286.6 for any such error.

(h) Attorneys' Fees. If an action is brought for the purpose of enforcing, defending, or preventing a breach of this Agreement, the successful or prevailing party in any such proceeding shall be entitled, in addition to such other relief as may be granted, to recover reasonable attorneys' fees and costs of suit incurred in such proceeding.

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