

ARTICLE X
DISPUTE RESOLUTION

1. This Agreement shall be interpreted in accordance with the laws of the State of New York. Any action or claim arising hereunder shall be commenced only in a court of competent jurisdiction located in the County of New York and State of New York.
2. The parties shall negotiate in good faith to resolve any disputes that arise out of this Agreement, provided however, that if the dispute concerns compliance with the Rules and Regulations as set forth in Article III, Paragraph E of this Agreement or ECS's policies, practices and procedures as set forth in Exhibits C-G attached hereto, and any amendments thereto, Tenant shall comply with any ECS written directives regarding the application of such rules, regulations policies, practices or procedures while the dispute is pending.
3. As a condition precedent to the commencement of any action or proceeding arising out of this Agreement, Tenant shall first offer to arbitrate or to mediate the dispute in writing. Mediation shall be non-binding. ECS can elect to mediate, arbitrate, both, or neither. If ECS agrees to arbitrate or mediate, the parties shall jointly determine the procedure for conducting the arbitration or mediation and proceed therewith in good faith. If the parties cannot agree on the procedure for conducting the arbitration or mediation, then the rules of the American Arbitration Association shall govern. The arbitrators shall not have the power or authority to award punitive damages or to disregard or change the provisions of this Agreement. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
4. If the dispute is not resolved by mediation or arbitration, or if mediation or arbitration is not selected, then any action or proceeding shall be commenced by Tenant within one year from the date on which: (i) mediation or arbitration was offered and not elected; (ii) mediation concluded; or (iii) the dispute arose, whichever is earlier. Tenant's failure to commence an action or proceeding within the time period set forth herein shall be a complete bar to any such action or proceeding.
5. Tenant and ECS each waive all right to trial by jury in any action, proceeding or counterclaim arising out of or in any way relating to this Agreement.
6. If requested by ECS, Tenant shall consent to the joinder of any party in the mediation, arbitration, or litigation or to consolidation with any other mediation, arbitration or litigation.