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16. Miscellaneous. This Agreement shall be treated as though it were executed and performed in Arlington County, Virginia and shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (without regard to conflict of law principles). The parties agree that the Uniform Computer Information Transactions Act ("UCITA") shall not govern this Agreement and the parties expressly opt out of UCITA. Any cause of action with respect to the Site, the use of this Site and/or any and all related information, products or services must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth herein. The provisions of this Agreement shall be interpreted in accordance with fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with this Agreement shall be resolved pursuant to binding arbitration in Washington, DC. Notwithstanding the foregoing, Plateau is entitled to seek any remedy available at law or equity in the event of any breach or threatened breach by you of this Agreement. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision at any time.