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any form. We disclaim the implied warranties of titles, merchantability and fitness for a particular purpose.

INDEMNIFICATION: You agree to indemnify us and hold us harmless and our directors, employees, agents, assistants, attorneys and other representatives, as well as any predecessors, successors and affiliates (collectively hereinafter, "us" or "we") from and against any and all claims, demands, causes of action, judgments, damages, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "Loss") arising out of or incident to, either directly or indirectly, (1) any act or omission arising out of this Agreement, and (2) your gross negligence or willful misconduct. We will retain control over the defense of, and any resolution or settlement relating to, such Loss. You will cooperate with us and will provide reasonable assistance in defending any such claim.

MEDIATION, ARBITRATION, APPLICABLE LAW & SEVERABILITY: We will attempt to resolve any dispute that does occur in connection with this Agreement on an amicable basis, through our prompt, good faith discussions and non-binding mediation. Any dispute that we cannot resolve ourselves will be determined by final and binding arbitration in Maryland or Washington, DC, before a sole arbitrator who will award attorneys' fees and other costs to the substantially prevailing party. The arbitration award will be in writing and will specify the factual and legal bases for the award. Judgment on the award may be entered in any court having jurisdiction. Notwithstanding anything in this Agreement to the contrary, if either party initiates arbitration before mediation, that party will be responsible for the other party's attorneys' fees and costs of arbitration. If any part of this Agreement is invalid or unenforceable or in conflict with the law of any controlling jurisdiction, that provision will be severed from this Agreement and the validity of the remaining provisions will not be affected.

CONCLUSION: This Agreement has all of the terms of our relationship. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by written agreement signed by both of us. The waiver by either party of a breach or violation of any provision of this Agreement does not constitute a waiver of any subsequent or other breach or violation.

The provisions of the following Sections will survive termination of this Agreement:

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