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10. INDEMNIFICATION. YOU hereby agree to indemnify and hold harmless CODESKIN for and against any claims of any nature against CODESKIN in connection with this LICENSE and the software provided by CODESKIN.

11. GOVERNING LAW. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts applicable to agreements made and to be performed in that State without reference to choice of law. Any claims under this agreement may only be brought before a court of competent jurisdiction in Middlesex County, Massachusetts.

12. DISPUTE RESOLUTION. In the event of any controversy or claim arising in connection with the terms of this Agreement or the breach thereof, the parties shall endeavor to negotiate a mutually satisfactory solution. If such controversy or claim is not resolved to the mutual satisfaction of the parties, then the parties agree to submit such controversy or claim to mediation. Either Party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. Such mediation shall be held virtually or in person in Middlesex County, Massachusetts.

The parties agree to cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The parties further agree that they will treat as confidential all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees.

The parties also agree that they will treat any such communications as privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such

an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this Article may be enforced by any court of competent jurisdiction, and the party seeking enforcement will be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered.

13. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder Agreement will remain in effect and the unenforceable provisions shall be revised by a court having competent jurisdiction to the fullest extent permitted by law, if necessary, omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

14. INTEGRATION. This Agreement is the entire agreement between YOU and CODESKIN relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

15. HEADINGS AND INTERPRETATION. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Whenever the words "include," "includes," or "including," are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

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