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## **LITIGATION ISSUES**

This Agreement is entered into in the State of Maryland and shall be governed by, and construed in accordance with, the laws of the State of Maryland, exclusive of its choice of law rules. Each party to this Agreement submits to the exclusive jurisdiction of the state and federal courts sitting in the City of Middleton in the State of Maryland, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. Each party to this Agreement further agrees as follows: (i) any claim brought to enforce this Agreement must be commenced within two (2) years of the cause of action accruing; (ii) no recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees; (iii) any claim must be brought individually and not consolidated as part of a group or class action complaint.

## **MISCELLANEOUS**

In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this

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