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10. Indemnification. You agree to indemnify and hold RegScale and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) any data you submit to or through the Software; (b) your use of, or inability to use, the Software; (c) your violation of this Agreement; (d) your violation of any rights of another party; or (e) your violation of any applicable laws, rules or regulations. RegScale reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with RegScale in asserting any available defenses. You agree that the provisions in this section will survive any termination of this Agreement.

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14. FEEDBACK
If you provide RegScale any feedback or suggestions ("Feedback"), you hereby assign to RegScale all rights in the Feedback and agree that RegScale shall have the right to use such Feedback and related information in any manner it deems appropriate. RegScale will treat any Feedback you provide to RegScale as non-confidential and non-proprietary. You agree that you will not submit to RegScale any information or ideas that you consider to be confidential or proprietary.

15. DISPUTE RESOLUTION
Except for disputes that can be brought in small claims court, all disputes between you and the RegScale, including any dispute regarding this Agreement, shall be exclusively settled through binding arbitration through the American Arbitration Association ("AAA") pursuant to the AAA’s then-current rules for commercial arbitration. There is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited. YOU AND REGSCALE AGREE THAT ANY SUCH ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. Notwithstanding any provision in this Agreement to the contrary, if the class-action waiver in the prior sentence is deemed invalid or unenforceable, however, neither you nor we are entitled to arbitration. This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator’s award may be entered in any court of competent jurisdiction. Notwithstanding any provision in this Agreement to the contrary, we agree that if RegScale makes any future material change to this dispute resolution provision, it will not apply to any individual claim(s) that you had already provided notice of RegScale. Information on AAA and how to start arbitration can be found at www.adr.org or by calling 800-778-7879.

This Agreement is governed by the laws of the State of Delaware without regard to conflict of law principles. If the arbitration provision in this section is found unenforceable or not to apply for a given dispute, then the proceeding must be brought exclusively in and each party hereby irrevocably submits to the exclusive jurisdiction of a court of competent jurisdiction in the Commonwealth of Virginia. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

16. GENERAL
You may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of RegScale and any such assignment shall be null and void. RegScale expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event that any provision of this Agreement is found to be contrary to law, then such provision shall be construed as nearly as possible to reflect the intention of the parties, with the other provisions remaining in full force and effect. Any notice to you may be provided by email. This Agreement constitutes the entire agreement of the parties concerning its subject matter and supersedes any and all prior or
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