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The parties hereby agree to submit to the jurisdiction of the aforementioned courts should a dispute arise under this agreement. No remedy made available under this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given or now or hereafter existing at law or in equity or by statute or otherwise.

Each party will bear their own costs, expenses and attorneys' fees arising out of and/or connected with any disputes and all matters arising out of or connected therewith except that, in the event any action is brought by any party to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled. This Agreement shall be binding upon and inure to the benefit of the parties to the Action and their respective heirs, executors, administrators, trustors, trustees, beneficiaries, members, predecessors, successors, assigns, partners, partnerships, parent, subsidiary, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, and all persons, firms, associations and/or corporations connected with them, including, without limitation, their insurers, sureties and/or attorneys. If any provision or any part of any provisions of this Agreement is for any reason held to be invalid, unenforceable or contrary to any public policy, law, statute and/or ordinance, then the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

This Agreement shall not be assigned by either party without the prior written consent of the other party. No failure of either Party to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. The Parties acknowledge that they have read this entire Agreement, and that this Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral and written communications regarding the subject matter, all of which communications are merged herein. The section and subsection headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

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