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1. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, notwithstanding conflict of law's provisions.

J. NO AGENCY OR JOINT VENTURE

1. The relationship between the parties shall be limited to performance of their respective obligations as set forth in this Agreement. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties or to authorize either party to act as agent for the other party, or to permit either party to restrain or otherwise bind the other party. No party shall be liable for any of the actions, omissions, or indebtedness of the other party.

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M. WAIVERS

1. The failure of either party to insist upon adherence to any provision of this Agreement will not be construed as a waiver of the other provisions of this Agreement. All waivers must be in writing.

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