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- e. You warrant that you will refrain from making personal attacks on individuals, companies, organizations, or institutions.
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9. You agree to indemnify, defend, and hold harmless SAGE, its affiliates, and their respective directors, employees and agents from and against any claims in respect of a breach by you or an alleged breach of any of the above conditions.
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23. This Agreement shall be construed, interpreted, governed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws provisions, and the laws of the United States as interpreted by the U.S. federal courts of the Ninth Circuit.
24. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Ventura County, California and administered by the American Arbitration Association in accordance with its then-existing Commercial Arbitration Rules. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Each party consents to, and waives any right to object to, jurisdiction with respect to the resolution of disputes hereunder in Ventura County, California. In any legal action or other proceedings (including arbitration proceedings) between the parties, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses incurred in such action or proceeding, including, without limitation, reasonable attorneys' fees and costs. Notwithstanding the foregoing, the parties specifically reserve the right to seek provisional remedies or injunctive relief or other equitable remedy in a court of competent jurisdiction without waiving any right to arbitration.
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