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- 10. <u>Miscellaneous</u>. These terms and conditions shall be construed in accordance with the laws of the State of Maryland. Neither IMS or the Subscriber shall be liable for any delay or failure to take any action required hereunder (except for payment) due to any cause beyond their reasonable control. If any provision of these terms and conditions is held to be invalid, illegal or unenforceable, the validity, legality and enforce ability of the remaining provisions will not be affected or impaired thereby. The Subscriber agrees that it is an independent contractor and that these terms and conditions and the relations between Subscriber and IMS hereby established do not constitute a partnership, joint venture, agency or contract of employment between them, or any other similar relationship. No waiver, alteration, modification, or cancellation of any of these provisions shall be binding unless made in writing by IMS. The failure of IMS at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.

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