

advisory services) with offices throughout the United States. During the engagement between Cornerstone and Lowndes County, Cornerstone may concurrently represent clients in the other business units and offices, even if Lowndes County's interests may compete with those clients, provided the representation does not represent a conflict with the identified, existing scope of work. This Agreement confirms that Lowndes County acknowledges such competitive realities and/or perceived conflicts of interest, and consents to Cornerstone's representation of clients by other business units or offices. Cornerstone seeks this consent to allow all Cornerstone business units to meet the needs of existing clients and to remain available to future business opportunities.

9. No Verification by Cornerstone. It is understood that Cornerstone cannot undertake to verify all facts supplied to it by Lowndes County or related entities or all factual matters included in materials prepared or used by Cornerstone and approved by Lowndes County or related entities.

10. Liability. The entire liability of Cornerstone, and Lowndes County's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in tort, shall not exceed the amount of monies actually paid to Cornerstone by Lowndes County in the immediately preceding twelve (12) month period. In no event shall Cornerstone be liable for any incidental, indirect, special or consequential damages, including but not limited to, loss of use, revenues, profits or savings, even if Cornerstone knew or should have known of the possibility of such damages or claims against Lowndes County by any person.

11. Indemnity. Lowndes County agrees to defend, indemnify and hold harmless Cornerstone against any and all losses, claims, damages, legal fees, expenses, or liabilities that Cornerstone may incur based upon information, representations, reports, data or releases furnished or approved by Lowndes County or its specifically authorized representative for use or release by Cornerstone, whether or not Cornerstone prepared or participated in the preparation of such materials. For purposes of this section, the Parties indemnified shall include Cornerstone, its directors, members, agents and employees. Subject to the liability provisions of Section 10, Cornerstone agrees to indemnify and hold harmless Lowndes County against any and all losses, claims, damages, legal fees, expenses or liabilities that Lowndes County may incur based upon information, representations, reports, data or releases made by Cornerstone or its authorized agent or representative that Lowndes County did not expressly approve, or that Cornerstone materially changed or altered after Lowndes County's approval; or that Cornerstone used in a negligent or reckless manner. This Section 11 shall survive the termination of this Agreement and shall continue to bind both Parties.

12. Compliance with Law. Cornerstone shall be responsible, at its own expense, for complying with any federal law and/or regulation governing lobbying, including, but not limited to any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted.

13. No Assignment. Neither Party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other Party.

14. Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the District of Columbia, without giving effect to any choice or conflict of law provision or rule.