

HighPath Consulting, Inc.

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- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or duly authorized to act on the copyright owner's behalf.

Our designated agent may be contacted as follows:

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Indemnification

You agree to make the HighPath Parties whole for any and all claims, losses, liabilities, and expenses (including attorneys' fees) arising from your use of the Site or any violation of this Agreement.

Dispute Resolution

Any dispute arising out of or in connection with this Agreement or your use of any Content or the Site or your access to or links to the Site, shall be first be mediated by a neutral party acceptable to all parties located in metropolitan Boston, Massachusetts. Thereafter, if it is not resolve in mediation, it shall be resolved by arbitration before a neutral arbitrator administered by the American Arbitration Association in Boston, Massachusetts, in accordance with its Commercial Arbitration Rules as then in effect. Except for punitive damages (which may not be awarded), any provisional or equitable remedy that would be available from a court of law shall be available from the arbitrator to the parties. Any determination by such arbitration shall be final and conclusively binding and shall not include any damages expressly prohibited in this Agreement. The award of the arbitrator may be enforced in any court having jurisdiction thereof. Both parties hereby consent (a) to the non-exclusive jurisdiction of the courts of the Commonwealth of Massachusetts or to any Federal Court located within the Commonwealth of Massachusetts for any action (i) to compel arbitration, (ii) to enforce the award of the arbitrators or (iii) at any time prior to the qualification and appointment of the arbitrator, for temporary, interim or provisional equitable remedies and (b) to service of process in any such action by registered mail or any other means provided by law. Some jurisdictions may provide additional rights to consumers.

Miscellaneous

In the event that any portion of this Agreement is held to be invalid or unenforceable, such portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of this Agreement shall remain in full force and effect. The sections of this Agreement entitled Intellectual Property Rights, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous shall survive the termination of this Agreement. We reserve the right to change, suspend, or discontinue all or any part of the Site or the Content at any time without prior notice or liability. The paragraph headings herein are provided only for reference and shall have no effect on the construction or interpretation of this Agreement. You expressly absolve and release the HighPath Parties from any claim of harm resulting from a cause beyond their control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, terrorist activities or governmental restrictions. You may not assign this Agreement. No waiver shall be effective unless in writing. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to its conflicts of law rules. You shall comply with all laws, rules and

regulations that are now or hereinafter promulgated by any government authority or agency that govern or apply to the operation and use of the Site. Without limiting the generality of the foregoing, you expressly agree to comply with such restrictions and not to export or re-export any of the Content to countries or persons prohibited under the export control laws of the United States. You are prohibited from any use of the Site that would constitute an illegal offense, give rise to liability or otherwise violate any applicable local, state, national or international law or regulation. All rights not expressly granted herein are reserved by HighPath Consulting, Inc. This Agreement contains the entire agreement of the parties concerning your use of the Site and supersedes all existing agreements and all other oral, written or other communication between the parties concerning its subject matter. You specifically disclaim all representations, warranties, covenants and agreements not set forth herein.