

Master License Agreement (Clickthrough Terms)

THIS MASTER LICENSE AGREEMENT ("MLA") GOVERNS YOUR LICENSE AND ONGOING USE OF SPEEDTRACK'S HEALTHCARE INFORMATION DISCOVERY ONLINE SERVICE.

THE DATA CONTAINED IN THIS ONLINE SERVICE CONTAINS NO NAMES, ADDRESSES, TELEPHONE NUMBERS, FAX NUMBERS, SOCIAL SECURITY NUMBERS, EMAIL ADDRESSES, MEDICAL RECORD NUMBERS, HEALTH INSURANCE BENEFICIARY NUMBERS, ACCOUNT NUMBERS, CERTIFICATE/LICENSE NUMBERS, DEVICE IDENTIFIERS AND SERIAL NUMBERS, WEB URL'S, IP ADDRESSES, BIOMETRIC IDENTIFIERS, IMAGES, PHOTOS, ANY OTHER UNIQUE IDENTIFYING NUMBER, CHARACTERISTIC, OR CODE EXCEPT THE UNIQUE CODE ASSIGNED BY HCAI TO CODE THE DATA.

BY AGREEING TO THIS MLA YOU VERIFY THAT YOUR FIRM HAS OBTAINED THE APPROPRIATE HCAI DATA FROM THE STATE OF CALIFORNIA, HOSPITAL AMBULATORY, EMERGENCY AND PATIENT DISCHARGE DATA SETS FOR THE YEARS INCLUDED IN THE ONLINE SERVICE.

AND ALSO BY ACCEPTING THIS MLA, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS MLA, YOU AGREE TO THE TERMS OF THIS MLA.

YOU MAY NOT ACCESS THE SERVICES IF YOU ARE A DIRECT COMPETITOR OF SPEEDTRACK IN SEARCH, DATA MINING, BUSINESS INTELLIGENCE, ANALYTICS OR ANY OTHER DATA ANALYSIS, INFORMATION ACCESS OR SEARCH PRODUCT OR SERVICE. IN ADDITION, YOU MAY NOT ACCESS THE SERVICES FOR PURPOSES OF MONITORING FOR COMPETITIVE PURPOSES THE AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING ACTIVITY.

THIS MLA IS EFFECTIVE AS OF THE DATE OF YOUR ACCEPTANCE OF THESE MLA TERMS.

This Master License Agreement ("MLA") is made as of date listed on the Order Form by and between SpeedTrack, Inc., a California corporation, with its corporate mailing address 18340 Yorba Linda Blvd. Suite 107-194, Yorba Linda, CA 92886 ("SpeedTrack") and the County of Ventura (Licensee).

1. Definitions. The following terms shall have the meanings assigned to them as reflected below.

"Affiliate" means an entity controlled by, controlling, or under common control with Licensee where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all of the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority, as of the date of this MLA or hereafter during the term of this MLA.

"Documentation" means the User manuals and other documentation pertaining to the Services that SpeedTrack delivers to Licensee.

"Order Form" means the document describing the software and /or the services ordered by Licensee to be provided by SpeedTrack.

"Purchased Services" means Services purchased under an Order Form.

"Services" means the online, web-based applications and platform provided by SpeedTrack that are ordered by Licensee.

"Training Guide" means the online User guide for the Services.

"Users" means individuals who are authorized by Licensee to use the Services, for whom subscriptions to a Service have been purchased, and who have been allowed to register as Users. Users may include but are not limited to employees, consultants, contractors and agents; or third parties with which Licensee transact business.

"Software" means (i) the machine-readable object code version of the SpeedTrack software which is used to deliver the specified Purchased Services (section 2) in the applicable Order Form, including all corrections, enhancements, and upgrades thereto that SpeedTrack provides to Licensee pursuant to Section 10 below, (ii) the documentation, and (iii) all copies of the foregoing.

2. Purchased Services. Upon the execution of the applicable Order Form by both parties and subject to all of the terms and conditions of this MLA (including, without limitation, Licensees' payment of all amounts specified in the Order Form). SpeedTrack shall make the Purchased Services available to Licensee, pursuant to this MLA. Licensee agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by SpeedTrack regarding future functionality or features.

SpeedTrack will: (i) provide to Licensee basic support for the Purchased Services at no additional charge, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SpeedTrack shall give at least 8 hours' notice by email to Licensees designated administrative contact and which SpeedTrack shall schedule to the extent possible during the weekend hours from 11:00 p.m. Pacific time Friday to 2:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond SpeedTrack's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor, or Internet service provider failures or delays, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

3. User Subscriptions. As per the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the

pre-existing subscriptions. User subscriptions are for a designated, limited number of Users. Each User subscription is for one User and may not be shared by multiple Users; however any individual's subscription may be reassigned to a new User.

4. Affiliate Use. Except as otherwise agreed to by the parties in writing, the license granted to Licensee under this MLA does not include any Licensee parent, subsidiary or affiliated entity. Licensee may include one or more of its Affiliates under this MLA by executing an additional Order Form specifying the terms of SpeedTrack's license of the Service to such Affiliate(s) as mutually agreed upon by the parties. Upon execution of such Order Form by both parties, such Affiliate(s) shall be included within the license granted hereunder, provided that Licensee shall ensure compliance by such Affiliate(s) with the terms of Sections 2, 5, 15, 20 and 22 and Licensee shall be liable to SpeedTrack for any violation by such Affiliate(s) of such terms and conditions as if such violation had been committed by Licensee.

5. User Restrictions. Licensee shall not (and shall not permit others to) (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) reverse engineer or assist anyone in reverse engineering, decompile, disassemble or otherwise attempt to discover or reconstruct the source code (or underlying ideas, sequence, structure organization or algorithms) of any portion of the Services, or attempt to do so, except to the limited extent the foregoing is expressly permitted by applicable law, in which case Licensee must first notify SpeedTrack in writing and receive written confirmation before proceeding, (iii) access the Services in order to (a) build a competitive product or Service, or (b) copy any features, functions or graphics of the Services, (iv) modify, adapt, translate or create or prepare derivative works of the Services or include the Services in any other products or Software, (v) copy, frame or mirror any part or content of the Services, other than copying downloaded data, or framing on Licensee's own intranets or otherwise for Licensee's own internal business purposes, (vi) file any patent application claiming an improvement of any of the concepts, inventions, processes, methods or functionality contained or embodied in the Software/Services, (vii) provide, rent, resell, lease or loan the Services to any other person or entity or provide any information services to any other person or entity through the use of the Service, whether in the form of a timesharing service, service bureau or other information processing service, as a managed service provider, an application service provider or in performing any consulting or training services, (viii) use the Services for commercial competitive analysis purposes or disseminate performance information or analysis relating to the Services, for the purposes of building a competitive product or (ix) use the Services in hazardous environments requiring fail-safe performance in which the failure of the Services could lead to death, personal injury or environmental damage. SpeedTrack acknowledges and agrees that Licensee shall use the Services, in addition to other uses, to create reports containing data relating to Licensee's use of Service.

Licensee shall not remove, alter, obscure or fail to reproduce any copyright or other proprietary rights notices or legends contained in or on the Software/Services or documentation or physical media thereof. Licensee acknowledges and agrees that, except as otherwise agreed to by the parties in writing, it has no right to receive, use or examine any source code or design documentation of any portion of the Software/Services. As between the parties, SpeedTrack retains all right, title and interest in and to the Software/Services, including all applicable intellectual property and proprietary rights existing anywhere in the world, except as expressly and unambiguously licensed herein, and SpeedTrack reserves all rights in the Software/Services not granted to Licensee hereunder.

SpeedTrack shall have a royalty-free, worldwide, transferable, sub licensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by licensee and licensee Users, relating to the operation of the Services.

6. Ownership of Data. The data contained in the Services is a combination of public data, non-public and private data which includes, but is not limited to HCAI providers' data (which you have already purchased from the State HCAI organization) and certain licensed American Medical Association (AMA) CPT and ICD codes and translations.

7. Data Download Limitations. Services are subject to the following limitations and may be changed by SpeedTrack depending on system resource limitations. Currently users may download up to 1,000,000 records to a CSV file.

8. Assignment. Licensee may not assign or transfer any of its rights or delegate any of its obligations under this MLA without the prior written consent of SpeedTrack and any purported assignment, transfer or delegation without SpeedTrack's consent shall be null and void and deemed a material breach of this MLA.

9. Payment. Except as otherwise stated in the applicable Order Form, Licensee shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars (ii) fees are based on Services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on yearly periods that begin on the subscription start date and each anniversary thereof.

10. Invoicing. Licensee shall provide SpeedTrack with a valid purchase order or alternative document. Once payment is received for all Services listed in the Order Form, SpeedTrack shall commence service within one business day following customer verification that their IT systems are ready. Such billings shall be made in advance annually. SpeedTrack will invoice Licensee in advance and otherwise in accordance with the relevant Order Form.

11. Overdue Charges and Suspension of Service and Acceleration. If full payment is not received from Entity by the due date, then at SpeedTrack's discretion, may condition future subscription renewals on payment terms shorter than those specified in Sections 10 and 11 (Payment and Invoicing).

If any amount owed by the Entity under this or any other MLA for SpeedTrack Services is thirty (30) or more days overdue the unpaid fee obligations become immediately due and payable, and SpeedTrack can suspend the Services until such amounts are paid in full.

12. Taxes. The prices, fees, charges and other amounts stated in the Order Form exclude taxes; if SpeedTrack is required to pay sales, use, property, value-added or other taxes based on the Software or Services provided under this MLA or on Licensee's use of Software or Services (excluding taxes based upon SpeedTrack's income), then such taxes shall be billed to and paid by Licensee.

13. Termination. This MLA is effective on the date of executed order document by SpeedTrack and shall continue in effect for the license period defined in the order document. This MLA may be terminated only; (i) by mutual consent of SpeedTrack and Licensee, (ii) by either party providing the other party thirty (30) days written notice, or (iii) by SpeedTrack, if Licensee or any of its Affiliates breaches any material provision of this MLA and fails to cure such breach within thirty (30) days following receipt of SpeedTrack's notice thereof describing the breach. Upon any termination of this MLA, Licensee shall immediately cease all use of the Software/Services and certify in writing to SpeedTrack within thirty (30) days after termination that Licensee has destroyed or returned to SpeedTrack such Software/Services and all copies thereof from all Users' computers. Termination of this MLA shall not limit either party from pursuing any remedies available to it, including injunctive relief, or relieve Licensee of its obligation to pay all amounts that have accrued or have become payable by Licensee hereunder. The provisions of Sections 1, 5, 10, 14, 15, 17, 18, 19, 20, 21 and 24 will survive any termination of this MLA.

14. Export Prohibition. Licensee: (i) shall use the Software/Services only in the United States of America (US), (ii) shall not export the Software/Services outside of the US in any manner whatsoever, or permit any person or entity to gain access to the Software/Services in violation of applicable US laws or regulations, and (iii) shall comply with all applicable US laws and regulations.

15. Maintenance, Service and Support. Subject to Licensee's payment of the annual license fees specified in the Order Form for the Software/Services, SpeedTrack shall provide the maintenance services listed below ("Maintenance Services") to Licensee during the term of this MLA.

SpeedTrack shall make available to Licensee new versions and releases of the Software/Services, including Software/Services corrections, enhancements and upgrades, if and when SpeedTrack makes them generally available without charge to licensees within the Licensee's subscription period of the Software/Services as part of Maintenance Services for the Software/Services.

SpeedTrack shall use commercially reasonable efforts to respond to communications from Licensee that report Software/Services failures not previously reported to SpeedTrack by Licensee. Contact: 858.481.7199, e-mail [support@speedtrack.com](mailto:support@speedtrack.com), fax 888.609.8680.

SpeedTrack shall use commercially reasonable efforts to respond to communications from Licensee. SpeedTrack Technical Support will attempt to resolve material technical support issues and questions regarding the Software/Services in a timely manner. If, however, Licensee is not satisfied with the responsiveness or the quality of the support received, it may indicate a desire to escalate the priority level of an issue.

If Licensee is not satisfied with the response of SpeedTrack Technical Support associate handling the technical issue, the client can call or e-mail SpeedTrack Executives at 714.693.7289, e-mail [miles@speedtrack.com](mailto:miles@speedtrack.com), fax 888.609.8680.

16. Limited Warranty. SpeedTrack warrants to Licensee that (i) the Services shall perform materially in accordance with the Training Guide, the functionality of the Services will not be materially decreased during a subscription term. Licensee's sole and exclusive remedy, and SpeedTrack's sole obligation, under the foregoing warranty shall be, following receipt of Licensee's written notice of a failure of the Software/Services to conform with the foregoing warranty, to (ii) replace the nonconforming Software/Services, (iii) correct, or provide a workaround for, errors that are reproducible by SpeedTrack or (iv) refund the license fees paid by Licensee for the nonconforming Software/Services and terminate this MLA and the license granted hereunder with respect to such Software/Services.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SPEEDTRACK HEREBY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, INTERFERENCE WITH QUIET ENJOYMENT, SATISFACTORY QUALITY, ACCURACY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING THIS SECTION, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

17. Infringement. SpeedTrack will at its own expense defend or settle any claim, demand, suit, action, or proceeding brought against Licensee by a third party alleging (i) that Licensee's use of the Software/Services in accordance with this MLA infringes any copyright, trademark, or patent or misappropriates any trade secret or (ii) any other claim or cause of action against Licensee arising out of or related to the Licensee's authorized use of the Software/Services (a "Claim") and SpeedTrack shall pay all settlements by SpeedTrack and judgments of Claims awarded against Licensee (including reasonable attorneys' fees and costs) by final and non-appealable order of a court of competent jurisdiction; provided that Licensee (a) gives prompt written notice of such Claim to SpeedTrack; (b) permits SpeedTrack to retain sole control of the investigation, defense or settlement of such Claim, and (c) provides SpeedTrack with such cooperation and assistance as SpeedTrack may reasonably request from time to time in connection with the investigation, defense or settlement thereof. SpeedTrack shall have no obligation with respect to any Claim based upon (i) any use of the Software/Services other than as authorized in this MLA, (ii) a modification of the Software/Services made by anyone other than by SpeedTrack, (iii) Licensee's continued use of the Software/Services after SpeedTrack recommends discontinuation because of possible or actual infringement, (iv) Licensee's use of a superseded release of

Software/Services if the infringement would have been avoided by use of a current release of the Software/Services made available to Licensee or (v) the combination, operation or use of the Software/Services with any products, processes or materials not provided by SpeedTrack.

In the event SpeedTrack reasonably determines that the Software/Services is or may be infringing, SpeedTrack may, at its option and its expense, either (vi) obtain for Licensee the right to continue using the Software/Services, (vii) replace the Software/Services with a functionally equivalent non-Infringing product, (viii) modify the Software/Services so that it is non-Infringing, or (ix) accept the return of the Software/Services and refund to Licensee the unamortized portion of the license fees paid for such Software/Services, calculated on a straight-line basis over a five (5) year period from the initial delivery of the Software/Services. This Section 17 states the entire liability of SpeedTrack, and Licensee's sole and exclusive remedy, with respect to infringement of third party intellectual property rights by the Software/Services.

18. Limitation of Liability and Damages. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR SPEEDTRACK'S LIABILITY UNDER SECTION 17 OF THIS MLA FOR CLAIMS, AS DEFINED THEREIN, ATTORNEYS FEES, AND COSTS WHICH SHALL NOT BE LIMITED BY THIS SECTION 18, IN NO EVENT SHALL SPEEDTRACK OR SPEEDTRACK'S SUPPLIERS BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS MLA UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (i) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF BUSINESS INFORMATION OR DATA AND THE LIKE), EVEN IF SPEEDTRACK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS OR (iii) ANY AMOUNT IN EXCESS OF THE AGGREGATE AMOUNT OF LICENSE FEES PAID TO SPEEDTRACK UNDER THIS MLA FOR THE SOFTWARE/SERVICES OR SERVICES GIVING RISE TO LIABILITY DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION GIVING RISE TO LIABILITY AROSE. NO ACTION MAY BE BROUGHT AGAINST SPEEDTRACK LATER THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE, AND EXCEPT AS EXPRESSLY PROVIDED IN SECTION 12 ABOVE, IN NO EVENT WILL SPEEDTRACK BE LIABLE FOR ANY CLAIMS, DEMANDS OR ACTIONS OF ANY NATURE BROUGHT BY ANY THIRD PARTY AGAINST LICENSEE.

19. Confidential Information. "Confidential Information" means trade secrets, know-how and any proprietary tools, proprietary knowledge or proprietary methodologies disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") and not generally available to the public. The Software/Services and all source code, object code, information relating to the functionality and performance of the Software/Services, Software/Services benchmark test results and Software/Services license keys shall be deemed SpeedTrack's Confidential Information. The Receiving Party shall maintain all Confidential Information of the Disclosing Party in strict confidence and shall take all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information; including the precautions the Receiving Party uses in protecting its own confidential information, but in no event shall the Receiving Party exercise less than a reasonable degree of care.

Unless required by law, the Receiving Party shall not use or disclose any of the Disclosing Party's Confidential Information, except to its employees and to the extent necessary to exercise the rights granted, and to perform its obligations, under this MLA, provided that such employees have previously agreed in writing to maintain the confidentiality of information that the Receiving Party receives from third parties pursuant to terms that are not less restrictive than those set forth in this Section 19. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized use or disclosure of the Confidential Information and will cooperate with the Disclosing Party in any action brought by the Disclosing Party against third parties to protect its proprietary rights in the Confidential Information.

20. Usage Verification. At SpeedTrack's request, twice a year, Licensee shall furnish SpeedTrack with written certification, signed by Licensee's authorized representative, that Licensee's usage of the Software/Services in full accordance with this MLA. SpeedTrack shall have the right, at its expense and

upon not less than fifteen (15) days prior notice, to inspect Licensee's deployment and use of the Software/Services, and all records relating to such deployment and use, during normal business hours to verify Licensee's compliance with the terms and conditions of this MLA. Any such inspection shall not unreasonably interfere with Licensee's business activities. If an inspection identifies any use of the Software/Services that exceeds the use specified in the applicable Order Form, Licensee will be invoiced for such additional licenses or upgrades (based on the applicable units of measure, e.g., servers, server tiers or Users) and such license fees shall be payable in accordance with this MLA. Additionally, if the amount of any such fees shall exceed five percent (5%) of the license fees paid for the Software/Services pursuant to the Order Form, then Licensee shall also pay the reasonable costs and expenses incurred by SpeedTrack in conducting the inspection.

21. AMA Notifications. The Services SpeedTrack provides contain the CPT and ICD codes and translation descriptions from the AMA. SpeedTrack does not guarantee the accuracy of this data - SpeedTrack has licensed this data from the AMA. The following is the required Use Disclosure of this data.

"All printed materials incorporating the licensed material must contain the following copyright notice: CPT codes and translations are copyrighted by AMA. All rights reserved.

Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The AMA does not directly or indirectly practice medicine or dispense medical services. The AMA assumes no liability for data contained or not contained herein.

CPT is a registered trademark of AMA.

The responsibility for the content of any "national correct coding policy" included in this product is with the Centers for Medicare and Medicaid Services and no endorsement by the AMA is intended or should be implied. The AMA disclaims responsibility for any consequences or liability attributable to or related to any use, nonuse or interpretation of information contained in this product.

#### Licensed Rights

For the purposes of this MLA, "Editorial Content" means content for the print publication Current Procedural Terminology, Fourth Edition ("CPT Book") and the data file of Current Procedural Terminology ("CPT Data File") published by the AMA in the English language as used in the United States (collectively, "CPT") a coding work of nomenclature and codes for reporting of healthcare services. "Editorial Content" and "CPT Editorial Content" are used interchangeably in this MLA."

22. Commercial General Liability: SpeedTrack carries commercial liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate including coverage for bodily injury, personal injury liability, and broad form property damage.

23. Automobile Liability: SpeedTrack carries auto liability insurance with a combined single limit not less than \$1,000,000 for bodily injury and property damage, covering all owned, hired (rented) and non-owned automobiles and trucks used by or on behalf of Company insured.

24. Workers' Compensation/Employer's Liability: SpeedTrack carries worker comp insurance with amounts and limits that meet statutory requirements in the State of California; Employer's Liability with limits of \$1,000,000.

#### 25. General.

a) This MLA shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflicts of laws principles that would require the application of laws of a different State. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this MLA. Furthermore, the parties acknowledge that terms of the Uniform Computer Information Transaction Act (UCITA) shall not apply to this MLA, regardless of

the states in which the parties do business or are incorporated. Any action seeking enforcement of this MLA or any provision hereof shall be brought exclusively in the state courts located in the County of Ventura, State of California, United States of America. Each party hereby agrees to submit to the jurisdiction and venue of such courts.

b) If any provision of this MLA shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this MLA will remain in full force and effect.

c) All notices, consents or approvals required by this MLA shall be in writing and shall be deemed given five (5) days after being sent by certified or registered air mail, postage prepaid, or when received after being sent by commercial overnight courier service with tracking capabilities and written confirmation of receipt, to the parties at the addresses set forth above or such other addresses as may be designated in writing by the respective parties pursuant to the terms of this sub-paragraph.

d) No amendment to or modification of this MLA will be binding unless in writing and signed by both parties. No waiver of any breach of this MLA shall be effective unless in writing, nor shall any breach constitute a waiver of any subsequent breach of any of this MLA. This MLA (including all Attachments) constitutes the entire MLA of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, MLAs and understandings, written or oral, between the parties with respect to the subject matter hereof.

e) IN WITNESS WHEREOF, each party has caused its duly authorized representative to execute this MLA as of the date of first use.