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You agree that by submitting content:

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- 2) you will only submit content that complies with applicable law, and will not submit content that is abusive, defamatory, obscene, infringing, threatening, repetitive or otherwise inappropriate, or that contains any viruses or other software that may adversely affect the operation of another's computer; and
- 3) you understand and agree that such content that is submitted will be deemed non-confidential.

### **Enforcement of Terms and Conditions**

These Terms and Conditions of Use are governed and interpreted pursuant to the laws of the Commonwealth of Massachusetts, U.S.A, notwithstanding any principles of conflict of laws.

All disputes arising out of or relating to these Terms and Conditions of Use shall be finally resolved by arbitration conducted in the English language in Boston, Massachusetts, U.S.A.

under the commercial arbitration rules of the American Arbitration Association. The parties shall appoint as sole arbitrator a retired judge who presided in the Commonwealth of Massachusetts. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, Merrimack shall be entitled to seek injunctive relief, security or other equitable remedies from the United States District Court for the District of Massachusetts or any other court of competent jurisdiction.

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