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10.2 Authorized Disclosure. Notwithstanding the above, each party may disclose the Confidential Information of the other party (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make the disclosure gives reasonable notice to the other party to contest such order or requirement; or (b) on an as-needed, confidential basis to its legal or financial advisors, as required under applicable securities regulations or on a confidential basis to current or prospective investors or acquirers of such party.

**11. GENERAL PROVISIONS**

Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause; and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without reference to its choice of law rules. Any and all proceedings relating to the subject matter of this Agreement shall be

maintained in the courts of the County of New York of the State of New York or Federal District Courts sitting in the Southern District of New York, which courts shall have exclusive jurisdiction for such purpose, and the parties hereby consent to the personal jurisdiction of such courts. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the non-assigning party, except that Licensor may assign this Agreement in connection with a corporate reorganization, merger, or sale of all or substantially all of its assets. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid to the address for the applicable party first written above, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of the date it is delivered, mailed or sent, whichever is earlier. The parties are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein. This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.