

materials containing any Confidential Information. Recipient shall also return to Releasor all equipment, files, and other personal property belonging to Releasor. Recipient shall not be permitted to make, retain, or distribute copies of any Confidential Information and shall not create any other documents, records, or materials in any form whatsoever that includes the Confidential Information.

IX. Indemnification. The Parties agree to indemnify and keep each other, at all times, fully and effectively indemnified in respect of any and all claims, demands, losses, damages, liabilities, costs and or expenses of any kind whatsoever incurred by the Releasor which arise out of or in connection with any breach of this Agreement by the Recipient.

X. Notice. Any notice provided in this Agreement must be in writing and must be either personally delivered, mailed by first class mail (postage prepaid and return receipt requested) or sent by reputable overnight courier service (charges prepaid) to the Parties at the addresses below indicated:

Releasor's Address: 430 Colchester Avenue, Burlington, Vermont, 05401

Recipient's Address: 430 Colchester Avenue, Burlington, Vermont, 05401

If the above-stated addresses should change the Parties shall specify by certified mail, with return receipt, to one another.

XI. Covenants. The parties hereto agree that the covenants, agreements, and restrictions (hereinafter "this covenant") contained herein are necessary to protect the business goodwill, business interests and proprietary rights of the Releasor and that the parties hereto have independently discussed, reviewed and had the opportunity of legal counsel to consider this Agreement.

XII. Authority. This Agreement sets forth the entire Agreement and understanding between the Parties and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. This Agreement may not be modified or discharged, in whole or part, except by consent in writing signed by the Parties.

XIII. Assignment. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the non-transferring party.

XIV. Binding Arrangement. This Agreement will be binding upon and inure to the benefit of the parties hereto and each Party's respective successors and assigns.

XV. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties hereto shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be unenforceable.

XVI. Governing Law. This Agreement shall be governed by and construed in accordance with the laws in the State of Vermont.

XVII. Authority. Each party hereto represents and warrants that it has the full power and authority to enter into and perform this Agreement, and each party knows of no law, rule, regulations, order, agreement, promise, undertaking or other fact or circumstance which would prevent its full execution and performance of this Agreement.