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Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.

Your Indemnification of DOUG K. LE DU

You shall defend, indemnify and hold harmless DOUG K. LE DU, his employees, independent contractors, agents, representatives and affiliates from and against all claims and expenses, including, but not limited to, attorneys' fees, arising out of, or attributable to: (i) any breach or violation of this Agreement by you; (ii) your failure to provide accurate, complete and current personally identifiable information requested or required by DOUG K. LE DU to operate the Blog; (iii) your access or use of the Blog; and/or (iv) access or use of the Blog under any password that may be attributed to you.

Amendments of this Agreement

DOUG K. LE DU reserves the right to update, amend and/or change this Agreement at any time at his sole discretion and without notice. Updates to this Agreement will be posted on the Blog. You are encouraged to revisit this Agreement from time to time in order to review any changes that have been made. Your continued access and use of the Blog following the posting of any such changes shall automatically be deemed your acceptance of all changes.

DOUG K. LE DU's Remedies

You acknowledge that DOUG K. LE DU may be irreparably damaged if this Agreement is not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by you, DOUG K. LE DU shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of this Agreement. For purposes of this Section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the courts of record of Sacramento County, California. You consent to the jurisdiction of such court and waive any objection to the laying of the venue of any such action or proceeding in such court. You agree that service of any court paper may be affected on such party by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

Governing Law; Arbitration

This Agreement is to be governed by and construed in accordance with the internal laws of the State of California, without regard for principles of conflicts of laws. Any civil action, claim, dispute or proceeding arising out of or relating to this Agreement, except for an injunctive action regarding a breach or threatened breach of any provision of this Agreement by you as provided above, shall be referred to final and binding arbitration, before a single arbitrator, under the commercial arbitration rules of the American Arbitration Association in Sacramento, California. THEREFORE, YOU DO NOT HAVE THE OPPORTUNITY TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS AND YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. BY USING THE BLOG YOU CONSENT TO THESE RESTRICTIONS.

You and DOUG K. LE DU shall select the arbitrator, and if you and DOUG K. LE DU are unable to reach agreement on selection of the arbitrator within thirty (30) days after the notice of arbitration is served, then the American Arbitration Association shall select the arbitrator. Arbitration shall not commence until the party requesting it has deposited One Thousand Dollars (\$1,000.00) with the arbitrator for the arbitrator's fees and costs. The party

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requesting arbitration shall advance such sums as are required from time to time by the arbitrator to pay the arbitrator's fees and costs until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs.

Should a Dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and DOUG K. LE DU, jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Sacramento, California. Judgment upon any award rendered by the arbitrator shall be final, binding and conclusive upon you and DOUG K. LE DU and your and DOUG K. LE DU's respective administrators, executors, legal representatives, successors and assigns, and may be entered in any court of competent jurisdiction. Notwithstanding the previous sentence, in no event shall you be entitled to punitive damages and you hereby waive your rights to any punitive, special, indirect or consequential damages, including, but not limited to, damages for any loss of profit, revenue or business.

Miscellaneous

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

All covenants, agreements, representations and warranties made in this Agreement, as may be amended by DOUG K. LE DU from time to time, shall survive your acceptance of this Agreement and the termination or expiration of this Agreement.

This Agreement represents the entire understanding and agreement between you and DOUG K. LE DU regarding the subject matter of the same, and supersedes all other previous agreements, understandings and/or representations regarding the same.

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