

purpose, other than the Purpose.

6. **Ownership.** Nothing contained in this Agreement shall be construed, either expressly or implicitly, to grant to the Receiving Party any rights by license or otherwise in the Confidential Information it receives hereunder or to any patent, copyright, trademark or other intellectual property right related thereto.

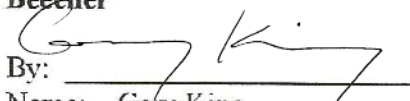
7. **Disclaimer.** The Disclosing Party does not make any representation or warranty as to accuracy or completeness of the Confidential Information it discloses hereunder.

8. **Publication of Research.** Nothing in this Agreement shall limit in any way Beecher's ability to publish Research results, including without limitation, results derived from, based on or using the Confidential Information, so long as research results are presented in an aggregated or otherwise anonymized manner.

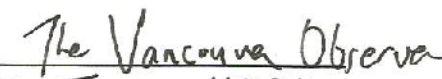
9. **Miscellaneous.** This Agreement may not be assigned or transferred by either party without the other party's prior written consent. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. The parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the Commonwealth of Massachusetts, without restricting any right of appeal. This Agreement may be amended or modified only by a written instrument signed by an authorized representative of each party.

In Witness Whereof, the parties have executed this Agreement as of the date set forth above.

Beecher

By: 
Name: Gary King
Title: _____

Company

By: 
Name: JENNY UECHI
Title: Managing Editor