

or services for commercial or business use, (ii) has assets of \$5,000,000 or more according to its most recent financial statement prepared in accordance with generally accepted accounting principles, (iii) has knowledge and experience in financial and business matters that enable it to evaluate the merits and risk of the transaction contemplated, and (iv) is not in a significantly disparate bargaining position.

11.14. Specific Performance Each party acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Each party agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any remedy to which they may be entitled as set forth in this Agreement.

12. DISPUTE RESOLUTION

12.1. Meeting of Senior Officers. Any claim or dispute between Seller and Buyer arising out of or in connection with this Agreement or any alleged breach hereof or thereof except those to which the arbitration provisions in Section 2.7 apply (a "*Claim*") shall be submitted for resolution to a senior officer of each of Seller and Buyer, as designated by their respective chief executive officers, who shall meet within thirty (30) days of such submission to seek in good faith an amicable settlement. In seeking an amicable settlement, the parties may consult with a neutral third party mediator if both parties agree in writing.

12.2. Binding Arbitration.

(a) Governing Principles. If any Claim is not settled by the parties within sixty (60) days after written notice of the Claim is first given by either party to the other, then either party may submit a written demand for arbitration and the Claim shall be finally settled by arbitration under the Commercial Arbitration Rules and the Guidelines for Expediting Larger, Complex