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5.4 Survival. The provisions of Sections 1.4, 2.2, 3, 4, 5.3, 6 and 7 shall survive termination of this Agreement.

6. Confidentiality. Either party may, from time to time, deliver to the other certain non-public information including formulas, flow charts, diagnostic routines, business information, forecasts, financial plans and data, balance sheet information, customer information, marketing plans, hardware, software and unannounced product information (collectively, "Confidential Information"). Such Confidential Information, if in writing, shall be marked prominently with the legend "confidential", "proprietary", or with a similar legend, or if disclosed orally shall be described as Confidential Information at the time of oral disclosure. However, regardless of any marking or subsequent summary, information disclosed shall be considered confidential if a reasonable person under the circumstances would understand such information to be of a confidential nature. Notwithstanding anything to the contrary herein, the Software, Documentation and non-public information shall be deemed Confidential Information. A party shall not use or disclose Confidential Information of the other, except as expressly authorized by this Agreement or in writing by the disclosing party, using the same degree of care which receiving party uses with respect to its own proprietary information, but in no event with less than with reasonable care. The foregoing obligations of confidentiality shall not apply to any information that the receiving party can show is or was (i) already known to the receiving party at the time of disclosure without obligation of confidentiality; (ii) independently developed by the receiving party without use of or access to the other party's Confidential Information; (iii) approved for disclosure by the disclosing party beforehand and in writing; (iv) publicly known without breach of this Agreement; (v) lawfully received by receiving party from a third party without obligation of confidentiality; or (vi) required to be disclosed by applicable law or order of a court, tribunal or other governmental agency; provided, however, that the receiving party shall promptly notify the disclosing party in writing of such requirement, and shall cooperate with the disclosing party to minimize the scope of any such disclosure, and in the obtaining of a confidentiality, protective or similar order.

7. General Provisions. (a) This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. The UN Convention on Contracts for the International Sale of Goods shall not apply. (b) This Agreement and all Orders agreed by the parties are the entire agreement of the parties, and supersedes all prior agreements and communications, written or oral, between the parties with respect to the subject matter of this Agreement. The terms and conditions of any purchase orders or invoices issued by a party shall not be binding even if accepted by the other party. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired. This Agreement may be modified only by a written agreement executed by authorized officers of each party. No delay or omission to exercise any right or remedy accruing to either party hereunder shall impair that right or remedy, or be construed to be a waiver of any breach or default. (c) This

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