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12.3   Each party shall comply with all applicable laws and regulations of governmental bodies or agencies in its performance under this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (excluding its choice of law rules.) The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the state or federal courts located in the Commonwealth of Massachusetts and each party hereto expressly submits to the jurisdiction of said courts and hereby waives any objection to the venue in such courts.

12.4   Neither party shall, by lapse of time or inaction, be deemed to waive any breach by the other party of this Agreement. No waiver shall be effective unless in writing and signed by the party against which enforcement of such waiver is sought. The waiver by either party of a particular breach of this Agreement by the other party shall not be a continuing waiver of such breach, or of other breaches of this Agreement. Neither party shall be in default if failure to perform any obligation hereunder is caused by conditions beyond that party's control, including acts of God, civil commotion, strikes, labor disputes, and governmental demands or requirements.

12.5   All notices and other communications under this Agreement shall be sent either by U.S. mail as registered mail, return receipt requested, or by overnight courier service, postage prepaid, and addressed to the party at the address noted above, unless by such notice a different address shall have been designated in writing. All such notices shall be effective when delivery is made or attempted by the Postal or Courier Service.

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