STRATTON LAW & MEDIATION

INTELLECTUAL PROPERTY LAW & TECHNOLOGY RELATED MATTERS

MEDIATED AGREEMENT

We, the undersigned parties to the mediation conducted on _____ by Rex B. Stratton, and pursuant to the provisions of the Mutual Confidentiality Agreement, a copy of which is attached hereto, enter into this Agreement. All of the provisions of this Agreement shall be binding upon us immediately unless otherwise specified in a particular provision of this Agreement. If, for any reason, it is necessary for any or all of the parties to sign additional documents to implement or carry out the purposes of the provisions of this Agreement, each such party shall sign and deliver them as required for such purpose. It is agreed that the provisions of such additional documents shall conform to and be consistent with the provisions of this Agreement.

The specific provisions set forth on Schedule A attached hereto, with each page initialed by each of the undersigned parties, are made a part of this Agreement by reference. Regardless of who may have written or otherwise prepared Schedule A, it shall be deemed as jointly prepared by all of the undersigned parties. All previous or contemporaneous oral or written promises, representations or acknowledgements relating to any matter specifically agreed upon in this Agreement are expressly excluded from this Agreement and superseded by this Agreement. All oral and written communications in the course of the mediation, except for this Mediated Agreement and its schedules, shall be and remain strictly confidential and inadmissible in any action or proceeding to interpret this Agreement or for any other purpose. This Agreement may be amended only by a writing signed by the parties to this Agreement.

The parties to this Agreement agree that should there be any dispute as to the interpretation or intent of this agreement, they shall return to mediation with Rex B. Stratton to resolve such dispute prior to proceeding with any adversarial process in front of a trier of fact. This Agreement shall be admissible in evidence and shall be enforceable in any judicial or administrative proceeding or arbitration to enforce the terms of this Agreement. The prevailing party in any action or proceeding to determine any controversy, dispute or claim arising out of the interpretation, performance, or breach of this Agreement shall be entitled to reasonable attorneys' fees and costs.

EACH PARTY ACKNOWLEDGES THAT SUCH PARTY (1) HAS NOT SOUGHT OR RECEIVED LEGAL ADVICE FROM THE MEDIATOR, (2) HAS CAREFULLY READ THIS AGREEMENT BEFORE SIGNING IT AND (3) MAKES THIS AGREEMENT VOLUNTARILY.

_____	_____
Printed Name Date	Printed Name Date

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