

10.4 (Amendment; Assignment; Entire Agreement)), or by a written document signed by Client and an authorized representative of Cryobank. This Agreement shall be binding upon the Parties and their respective heirs, spouses, executors, administrators, agents, representatives, successors and assigns, shareholders, directors, officers and employees.

Electronic Delivery. Tele-facsimile, scanned and/or emailed copies of manually executed signature pages to this Agreement will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

10.5 Arbitration

All disputes, which arise under this Agreement, shall be referred to and resolved by a single arbitrator mutually acceptable to both parties. If the parties cannot mutually agree to an arbitrator within forty-five (45) days after either party demands arbitration, then the arbitration shall be conducted by ADR Services, Inc. and the arbitrator shall be selected according to that organization's procedures and its rules shall govern. If ADR Services, Inc. is for any reason not available to conduct the arbitration, then the arbitration shall be conducted by the American Arbitration Association and the arbitrator shall be selected according to its procedures and its rules shall govern. Arbitration shall be conducted in Los Angeles, California. Sections 1280 to 1289 of the California Code of Civil Procedure shall govern. The decision of the arbitrator shall be final and binding and may be entered in and enforced by any court of competent jurisdiction.

All information resulting from or otherwise pertaining to any dispute shall be deemed to be confidential and non-public and the parties agree not to (and shall use commercially reasonable efforts to ensure that their respective agents do not) disclose to any third party such information.

10.6 Waiver

Any waiver by a party of any breach of any provision of this Agreement will not be deemed to be a waiver of any subsequent breach of that provision, or of any breach of any other provision of this Agreement.

10.7 Notices

Any notices required or permitted to be provided to a party hereunder shall be in writing and shall be effective as of the date personally delivered or sent by electronic transmission (to the email address or tele-facsimile number indicated beneath such party's signature hereto) or three (3) days after deposit in the United States mail, postage prepaid, certified or registered, addressed to the party at the address set forth beneath such party's signature hereto or at such other address, email address, or tele-facsimile number as a party may request in writing be used for that purpose.

Client acknowledges that it is Client's obligation to provide correct mailing and email addresses, and tele-facsimile number for Client at all times during the term hereof.

10.8 Force Majeure

Cryobank is not liable for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including acts or omissions of government or military authority, acts of God, shortages of materials, telecommunications failures, transportation delays, earthquakes, fires, floods, labor disturbances, riots or wars.

10.9 Exhibits

Each of the completed exhibits are included and made a part of this Agreement. Client acknowledges that Client has had the opportunity to discuss the provisions of this Agreement with Client's attorney, and Client acknowledges that he/she fully understands the content of this Agreement and has signed it willingly and voluntarily, regardless of whether or not Client has chosen to so consult with such Attorney, prior to the execution of this Agreement.

10.10 Counterpart Signatures; Electronic Delivery

This Agreement may be executed in separate counterparts, and by the parties hereto in separate counterparts, each of which when executed and delivered shall be deemed an original, but all of which counterparts shall constitute one and the same instrument. Tele-facsimile, scanned and/or emailed copies of manually executed signature pages to this Agreement will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK: SIGNATURE PAGE TO FOLLOW]