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- (1) the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;

- (2) identification of the copyrighted work that you claim has been infringed;
- (3) identification of the material that is claimed to be infringing and information reasonably sufficient to permit Avi Networks to locate the material, including the full URL.
- (4) your name, address, telephone number, and email address.
- (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (6) a statement, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

If Avi Networks receives such a claim, Avi Networks reserves the right to refuse or delete Content, or to terminate a user's account in accordance.

Our designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act OF 1998 ("DMCA") is: Dianne M. Smith-Misemer, Hovey Williams LLP, 913.647.9050.

After receiving a claim of infringement, Avi Networks will process and investigate notices of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, Avi Networks will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. Avi Networks will take reasonable steps to expeditiously notify the subscriber that it has removed or disabled access to such material.

Upon receipt of a proper counter notification under the DMCA, Avi Networks will promptly provide the person who provided the initial notification of claimed infringement with a copy of the counter notification and inform that person that it will replace the removed material or cease disabling access to it in ten (10) to fourteen (14) business days. Additionally, Avi Networks will replace the removed material and cease disabling access to it ten (10) to fourteen (14) business days following receipt of the counter notice, unless Avi Networks designated agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order to restrain the subscriber from engaging in infringing activity relating to the material on the Avi Networks system or network.

You may provide us with a counter notification by providing our copyright agent the following information in writing:

- (1) your physical or electronic signature;
- (2) identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled, including the full URL;
- (3) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- (4) your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which Avi Networks may be found and that you will accept service of process from the person who provided the initial notification of infringement.

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conflict of law provisions and each party shall submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.