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GOVERNING LAW; ARBITRATION: This Agreement shall be governed by, and any arbitration hereunder shall apply, the laws of the Commonwealth of Massachusetts, U.S.A., excluding (a) its conflicts of laws principles; (b) the United Nations Convention on Contracts for the International Sale of Goods; (c) the 1974 Convention on the Limitation Period in the International Sale of Goods (the "1974 Convention"); and (d) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980.

Any dispute, controversy or claim arising out of or relating to this Agreement or to a breach hereof, including its interpretation, performance or termination, shall be finally resolved by arbitration. The arbitration shall be conducted by three (3) arbitrators, one to be appointed by Licensor, one to be appointed by Licensee and a third being nominated by the two arbitrators so selected or, if they cannot

agree on a third arbitrator, by the President of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and in accordance with the commercial arbitration rules of the AAA. The arbitration, including the rendering of the award, shall take place in Boston, Massachusetts, and shall be the exclusive forum for resolving such dispute, controversy or claim. The decision of the arbitrators shall be binding upon the parties hereto, and the expense of the arbitration (including without limitation the award of attorneys' fees to the prevailing party) shall be paid as the arbitrators determine. The decision of the arbitrators shall be executory, and judgment thereon may be entered by any court of competent jurisdiction. Notwithstanding anything contained in this Paragraph to the contrary, Licensor shall have the right to institute judicial proceedings against Licensee or anyone acting by, through or under Licensee, in order to enforce Licensor's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.

SOFTWARE MAINTENANCE SERVICES

Under the terms of this agreement, the Licensor offers to provide the Licensee with Maintenance Services for a yearly fee of fifteen percent (15%) of the standard product list price per Licensed Software product.

- (1) Telephone Support: Between the hours of 9:00 a.m. and 5:00 p.m. EST, Monday through Friday excluding Licensor's holidays.
- (2) Software Error/Bug Resolution: The Licensee shall submit error/bug reports to the Licensor that contain a detailed description of the nature of the error, the conditions under which it occurs and other relevant data sufficient to enable the Licensor to reproduce a reported error/bug in order to verify its existence and diagnose its cause. Upon completion of error/bug diagnosis, the Licensor shall provide the Licensee with an avoidance procedure, bypass, work-around, patch or hot-fix to correct or eliminate the reported error/bug condition. In the event a reported error cannot be resolved remotely, Licensor agrees to provide on-site problem resolution, at no additional charge to the Licensee, at any of the Licensee's design sites located within a 100-mile radius of the Licensor's principal office location. The Licensee will be liable to reimburse the Licensor for travel costs to remote site locations outside of the 100-mile radius. Licensor will provide the labor to diagnose and fix the error/bug at no cost to the Licensee.
- (3) Product Updates/Enhancements: The Licensor will provide the Licensee with periodic product updates and enhancements that are released for general customer distribution. The Licensee will provide a minimum of one product update per year. The Licensor will also provide instructions and/or documentation to the Licensee to install updates on all supported platforms. The Licensee acknowledges that the Licensor will provide maintenance only on the most current version of the Licensed Software. The Licensee acknowledges that all product enhancement requests will be implemented at the Licensor's discretion.

In witness whereof, the parties have executed this Agreement as of the dates noted below.

SIGNAL INTEGRITY SOFTWARE, INC.

COMPANY: _____

By (Signed)

By (Signed)

Printed Name

Printed Name

Title

Title

Date

Date