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By: _____

Name: William O'Connor

Title: Director of Marketing Operations

Date: _____

(Please fax all pages of the signed agreement directly to IEEE at +1 732 810 0266.)

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(iv) On Notice. At least thirty days prior to the expiration of the Initial Term or any successive Renewal Term and upon written notice to the other party, either party may terminate this Agreement effective at the end of the Initial Term or any successive Renewal Term.

(c) Licensee acknowledges IEEE's claim that any breach or threatened breach of Sections 4 and 5 will result in irreparable harm to IEEE, and that IEEE shall have the right to seek immediate injunctive relief in the event of such actual or threatened breach, in addition to any other legal remedies that may be available to IEEE, and without the need to post security or a bond.

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(d) It possesses all licenses and other governmental approvals necessary to perform its obligations under this Agreement.

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(b) Assignment. Licensee may not assign this Agreement, or sublicense, assign or delegate any right or duty hereunder, by operation of law or otherwise, without the prior written consent of IEEE.

(c) Amendment. This Agreement may not be amended except in a writing executed by authorized representatives of each party.

(d) Survival. The rights and obligations in Sections 4, 5, 6(d), 7, 10, 11 and 12 shall survive the termination or expiration of this Agreement.

(e) Entire Agreement. This Agreement, including all annexes, exhibits and schedules, contains the final and entire agreement of the parties on the subject matter herein and supercedes all previous and contemporaneous verbal or written negotiations or agreements on the subject matter herein.

ANNEX I
AUTHORIZED SITES

Confidentiality

For the purposes of this Section, Confidential Information shall include, but not be limited to, the terms and existence of this Agreement, including pricing, site locations, population counts, and proprietary information relating to products or services of the parties disclosed for the purpose of providing price quotes.

Neither party shall, without the prior written consent of the other party, disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement), the Confidential Information of the other party, during the Term of this Agreement and for five (5) years following the expiration or termination hereof. Confidential Information shall not include information that the receiving party can show (i) was rightfully in the receiving party's possession without any obligation of confidentiality prior to receipt from the disclosing party; (ii) is or becomes a matter of public knowledge through no fault of the receiving party; (iii) is rightfully received by the receiving party from a third party without violation of a duty of confidentiality; or (iv) is or was independently developed by or for Recipient. Each party will take reasonable precautions to protect the other party's confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own confidential information. The receiving party may disclose confidential Information if required by a governmental agency or by operation of law, provided that the receiving party gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

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B. IP address(es) of Authorized Site(s) - if proxy server is used, skip part B and go to part C:

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Load balancing

Provide Remote Access

Other (please specify): _____

ANNEX II
DESCRIPTION OF SERVICES

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 - Provision of general information and background materials
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 - Regular system and project updates via newsletters and email
 - As practicable, maintenance of discussion groups via listserv and/or email
3. Customer service ("Customer Service") will be available from IEEE (the "Host Provider"). Customer Service will be available by email, telephone or fax during regular business hours, 8am to 8pm Eastern time, Monday through Friday for feedback, problem-solving or general questions, as follows:

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 Fax: (732) 981 9667
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 - (b) Licensee represents and warrants that it is not knowingly providing IP addresses to IEEE that pertain to any site other than an Authorized Site identified in Annex I to this Agreement.
 - (c) If Licensee opts to utilize a Blind Log-In Script, Licensee acknowledges the following:
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 - (ii) a simultaneous user session is immediately occupied when an Authorized User accesses the Licensed Products.
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1. Licensee is responsible for establishing and maintaining hardware and Internet access to provide access to, and to transmit information from the Database to Authorized Users. Licensee understands that Internet browser software is required to access the Database. Licensee understands that from time to time the Database may be added to or modified by IEEE, that portions of the Database may be presented in other formats, and that the terms herein may be updated. Set forth below are hardware platforms and browsing software required and/or recommended for accessing the Database:

Recommended System Configuration for MAC, Unix or Windows 2000/XP:

- 56.6 KBPS modem (or above)
- Internet Browser
- Connection to an Internet Service Provider (ISP)
- Adobe® Acrobat Reader 5.X installed (or above)
- Direct parallel or LAN-attached printer with 300 dpi resolution
- Windows compatible mouse

Platform and Browser Requirements

Windows

- Internet Explorer 5.5 or higher
- Netscape 7.X or higher
- Opera 7.23
- Mozilla Firefox 1.0

MAC

- Internet Explorer 5.2.3
- Netscape 7.1

UNIX

- Netscape 7.X or higher

Other Requirements

The following options must be enabled within the browser:

- Cookies
- JavaScript
- CSS styles