

period Licensee may return the defective medium for replacement without charge. Replacement is Licensee's sole remedy with respect to such a defect.

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8. Assignment. This Agreement may not be assigned by Licensee.

9. Miscellaneous.

- (a) This Agreement shall be governed by and interpreted, construed and enforced as a sealed instrument in accordance with the laws of the Commonwealth of Massachusetts, as such laws are in effect between residents of such Commonwealth.
 - (b) If any provision of this Agreement is held by a court of competent jurisdiction to be legally ineffective or unenforceable, the validity of the remaining provisions shall not be affected. In such case the parties hereto shall use reasonable effort to come to a legally effective and enforceable agreement approximating as closely as possible the arrangement originally contemplated by this Agreement.
- 10.** This agreement is the complete and exclusive statement of the contract between Licensee and Licensor with respect to the subject matter hereof. No waiver, consent, modification, amendment or change of the terms of this Agreement shall be binding unless in writing and signed by the Licensee and Licensor.

EXECUTED and effective as of _____.

LICENSEE: _____

By _____

Title _____

LICENSOR: SENSIMETRICS CORPORATION

By Patrick M. Zurek

Signature 

Title President

Please sign and return this agreement to Sensimetrics:

Via email to samantha@sens.com

Via fax to 781-399-0853

Via mail to:
Sensimetrics Corporation
14 Summer Street, Suite 403
Malden, MA 02148