IMPORTANT NOTICE: THIS IS A CONTRACT. YOU MUST READ AND AGREE TO IT BEFORE PROCEEDING. BY CLICKING ON THE "I AGREE" BUTTON, DOWNLOADING OR INSTALLING THE PRODUCT, USING THE PRODUCT, OR BREAKING THE SECURITY SEAL, YOU CONSENT TO THE TERMS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO BECOME A PARTY TO THIS AGREEMENT AND BE BOUND BY ALL OF ITS TERMS AND CONDITIONS, YOU MUST (A) NOT BREAK THE SECURITY SEAL ON THE PACKAGE AND (B) RETURN THE UNOPENED SOFTWARE WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT OF THE SOFTWARE (INCLUDING ALL ACCOMPANYING WRITTEN MATERIALS, ALONG WITH THEIR CONTAINERS) TO ASA. ALL RETURNS SHALL BE SUBJECT TO ASA'S THEN CURRENT RETURN POLICY.

Definitions: As used in this Agreement, the following terms have the following meanings.

"Customer" means the person or organization in whose name SOFTWARE was ordered.

"ASA" means Amherst Systems Associates, Inc., a company organized under the laws of the Commonwealth of Massachusetts, U.S.A.

"Agreement" means this Customer License Agreement for M1 Software.

"Software" means any ASA-developed computer software program(s) provided with this Agreement for which compensation may have been paid, and which are being installed and/or run, together with all accompanying documentation and utilities. SOFTWARE may use a hardware SECURITY KEY, or may use an ELECTRONIC LICENSE, as noted in Table 1. SOFTWARE includes any updates which may be provided by ASA, either at the time of initial installation/use or at a later date. EVALUATION SOFTWARE (specifically, M1-OT (Free Eval/Live Demo) in Table 1) is intended to be used solely for evaluation purposes to assist in making a purchase decision. EVALUATION SOFTWARE is not intended to be used to develop internal business gain.

"Update" means any supplemental or replacement code for computer software CUSTOMER has previously licensed from ASA, as well as any updates or revisions to this Agreement that are bundled with such code.

"Security Key" means the hardware security key which may be required by the SOFTWARE to execute.

"Electronic License" means an electronic data file containing CUSTOMER-specific licensing permissions which may be required by the SOFTWARE to execute.

"Subscription" means a specified term during which CUSTOMER is allowed to obtain UPDATES of SOFTWARE licensed to the CUSTOMER at no additional cost.   Different

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versions of the SOFTWARE include different initial SUBSCRIPTION terms, as noted in Table One.

"Assistance" means anything that can be construed as advice or instruction, including but not limited to verbal guidance, written guidance, help files, manuals, installation support, technical support, support resources both electronic and otherwise (e.g. materials published on a public website, online forums, telephone, email, etc), and representations by Sales Representatives engaged in the sale of ASA products.

"Enhancements" means any externally applied software enhancements or components obtained by CUSTOMER in order to add specific additional functionality or capability to SOFTWARE. Enhancements include, but are not limited to, M1 TestScript™ scripts for automation and compliance testing, M1 External Measurement DLLs, M1 External Measurement MATLAB® scripts. The word ENHANCEMENTS without a modifier refers to both ASA ENHANCEMENTS and NON-ASA ENHANCEMENTS.

"ASA Enhancements" means ENHANCEMENTS that are created by ASA and provided directly to CUSTOMER by ASA.

"Non-ASA Enhancements" means ENHANCEMENTS that are not created by ASA or were not provided directly to CUSTOMER by ASA. In particular, an ENHANCEMENT that was created by ASA but was obtained by CUSTOMER from a source other than ASA is considered a NON-ASA ENHANCEMENT.

"Malware" means computer viruses, worms, trojan horses, most rootkits, spyware, dishonest adware, crimeware and other malicious and unwanted software designed to damage or do other unwanted actions on a computer system. For the purposes of this Agreement, MALWARE specifically does not include SOFTWARE or ENHANCEMENTS obtained directly from ASA.

Applicable Products - This Customer License Agreement for M1 Software governs all of the different software products sold or otherwise provided by ASA. Some clauses of this Agreement differ based upon the particular software product being licensed, per the following table, Table 1. Table 1 is referenced at appropriate places in this Agreement.

Table 1

Product (Editions)	License Type	License Term	# scopes	Included Support	Installation Support	Subscription Included	Subscription Available
M1-OT (Ultimate)	H	U	1	2	P,E	60 days	Yes
M1-OT (OEM)	H	U	1	2	P,E	60 days	Yes
M1-OT (Standard - promotion)	E	1 yr	1	0	E	None	No
M1-OT (Standard - Cirrus)	E	A	1	0	E	None	No
M1-OT (Rental)	E	Term	1	1	P,E	Full term	N/A
M1-OT (Free Eval/Live Demo)	E	7 days	1	0	E	None	No
M1 Reader	E	U	V	0	P,E	60 days	Yes

Edit date: 06/18/2010 01:50:00 PM
File: 05_07m.doc

| M1 Labview | H | U | 1 | 2 | P,E | 60 days | Yes |
| M1 Waveform Viewer | E | 6 months, renewable | U | 0 | E | Full Term | N/A |

H - Hardware	P - Phone
E - Electronic	E -Email
A – Annual subscription	
	V -Value-scopes only
U - Unlimited	

Grant of License: ASA licenses the SOFTWARE to CUSTOMER; at no time is title to the SOFTWARE passed to the CUSTOMER. In consideration of payment of applicable fees and/or provision by CUSTOMER to ASA of certain requested information, ASA grants the CUSTOMER a nonexclusive, nontransferable license to use the SOFTWARE solely: (a) in machine-readable, object-code form; (b) for CUSTOMER's internal business purposes; (c) on a single computer (the PC); (d) with a maximum number of individual serial numbered oscilloscopes as noted in Table 1 for the SOFTWARE product being licensed. Electronic transfer of the SOFTWARE between machines is not allowed under this Agreement. Reverse assembly, reverse compilation, reverse engineering, decompilation, or derivation in any way of source code from the SOFTWARE by the CUSTOMER or his assigns is not permitted under any circumstances. Additionally, CUSTOMER understands that the format of certain data files produced by SOFTWARE (including, but not limited to, M1ZIP, VvT, VTC, TvT, RAW and TTL formats) are proprietary and play a role in SOFTWARE licensing technology. CUSTOMER agrees to not reverse engineer or otherwise attempt to derive the order or contents of said proprietary file formats for any purpose, or to facilitate the efforts of any third party to do so.

Copies, Merges and Adaptations: CUSTOMER may make one copy of the SOFTWARE for archival purposes. All copies must bear the copyright notice contained on the original. You may not modify the SOFTWARE. You may merge the SOFTWARE in its entirety with other programs when approved in writing by ASA, provided the merged work shall remain subject to this Agreement. The merged work may not be sold, redistributed, or made part of another product without prior written authorization from ASA.

Ownership: CUSTOMER agrees that they do not have any title or ownership of the SOFTWARE, other than ownership of the physical media, if provided. CUSTOMER acknowledges the representation that ASA maintains exclusive title to SOFTWARE and retains all rights not expressly granted by this Agreement. Further, CUSTOMER acknowledges ASA's representation that the SOFTWARE is Confidential and proprietary information of ASA and is protected under copyright and other intellectual property laws, including international treaty provisions, and understands that certain technologies incorporated in the SOFTWARE are protected by patents both issued and pending.

Term: This Agreement is effective upon acceptance and shall remain in effect until terminated, or until the end of the SOFTWARE license term for products which are not of "unlimited" term, per Table 1. CUSTOMER may terminate it by notifying ASA in writing of

Edit date: 06/18/2010 01:50:00 PM
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such termination and uninstalling and destroying the SOFTWARE and all of its copies, and returning the SECURITY KEY (for Hardware-licensed SOFTWARE products, as noted in Table 1) and all supporting materials to ASA. ASA may terminate this Agreement at its discretion if CUSTOMER fails to comply with any of the material terms in the Agreement, provided ASA has requested CUSTOMER to cure the failure and CUSTOMER has failed to do so within thirty (30) days of such notice. Upon such termination, CUSTOMER must immediately uninstall and destroy all copies of the SOFTWARE, and return the SECURITY KEY (for Hardware-licensed SOFTWARE products, as noted in Table 1) and all supporting materials to ASA. CUSTOMER acknowledges that they are not entitled to any refund or other compensation for any termination.

Transfer of Rights in Software: CUSTOMER may not sublicense, assign, sell, rent, lease, or otherwise transfer the license of the SOFTWARE, including to an affiliate entity, without written authorization from ASA. A License Transfer fee and other restrictions may apply. Furthermore, "Measurement for Hire", such as, but not limited to, sale or other transfer for compensation or other consideration of any data obtained from the SOFTWARE, whether raw or interpreted, is expressly forbidden.

Updates: ASA's obligation to provide no-cost updates under this agreement is limited to the included initial SUBSCRIPTION term noted in Table 1 for the licensed product. This initial SUBSCRIPTION term is computed from date of purchase of SOFTWARE. CUSTOMER may be able to purchase extensions to this initial SUBSCRIPTION term as noted under "Subscription Available" in Table 1 for the licensed product. Additionally, ASA may provide CUSTOMER with UPDATES when CUSTOMER has purchased a SUBSCRIPTION that governs updates. A separate Software Subscription Certificate, when issued by ASA to a CUSTOMER who has purchased a SUBSCRIPTION, will contain additional terms relating to UPDATES.

Such UPDATES may include corrections of defects, operational modifications, product enhancements, support for other computers and instruments, and/or modifications or additions to this Agreement. The CUSTOMER may decline to accept such UPDATES. Any UPDATES provided to CUSTOMER are subject to the terms and conditions of this Agreement, as amended by any modifications or additions contained in the UPDATE. UPDATES are provided as a replacement for previous versions of the SOFTWARE. Upon receiving an UPDATE, CUSTOMER agrees to destroy or return to ASA all copies of any previous versions of the SOFTWARE in CUSTOMER's possession within 30 days.

Export: CUSTOMER may not, directly or indirectly, export, re-export, upload, download, or ship the SOFTWARE in violation of the laws and regulations of the U.S.A. and the laws and regulations of the applicable jurisdiction in which CUSTOMER uses the SOFTWARE.

Limited Warranty: ASA does not warrant that the SOFTWARE or ENHANCEMENTS will meet CUSTOMER's specific requirements, or that the SOFTWARE or ENHANCEMENTS will operate uninterrupted or error free. In addition, ASA does not warrant that the SOFTWARE

Edit date: 06/18/2010 01:50:00 PM
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will operate properly on all PCs, even if that PC meets or exceeds all listed requirements for the SOFTWARE. The SOFTWARE and ENHANCEMENTS are supplied "as is" without warranty of any kind, expressed, implied, or statutory, including but not limited to the implied warranties of merchantability, non-infringement of third-party intellectual property, fitness for a particular purpose, title or non-infringement, or any other warranties that may arise from usage of trade or course of dealing. ASA does not warrant, guarantee, or make any representations regarding the use of or the results of the use of the SOFTWARE, ENHANCEMENTS, or ASSISTANCE in terms of correctness, accuracy, reliability, or otherwise. The entire risk as to the quality and performance of the SOFTWARE, ENHANCEMENTS, or ASSISTANCE is with CUSTOMER. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. In such event, such warranties are limited to the minimum warranty period allowed by applicable law. This warranty gives you specific legal rights and you also may have other rights which vary from state to state.

ASA warrants the diskette or other media containing the SOFTWARE to be free from defects in materials and workmanship under normal use for a period of sixty (60) days from the date of Purchase. In the event any media proves to be defective during the warranty period, CUSTOMER's sole remedy shall be to return it to ASA for replacement. Replacement media will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

ASA warrants the SECURITY KEY (for Hardware-licensed SOFTWARE products, as noted in Table 1) to be free from defects in materials and workmanship under normal use for a period of fourteen (14) days from date of first use. In the event the SECURITY KEY proves to be defective during the warranty period, CUSTOMER's sole remedy shall be to return the SECURITY KEY to ASA for replacement. After the first fourteen (14) days, a SECURITY KEY exchange fee may apply. CUSTOMER understands that lost or stolen SECURITY KEYs, or SECURITY KEYs which have been damaged through neglect, improper use, fire or water damage, electrical disturbances, modification or disassembly, or other causes outside of ASA's control, cannot be replaced under any circumstances.

ASA does not warrant or provide that its advice, opinions, suggestions, methods or other ASSISTANCE will meet the requirements of CUSTOMER in any way, will be complete, or be error-free. ASA ASSISTANCE is provided strictly on a best effort basis. CUSTOMER specifically agrees to bear full responsibility for using CUSTOMER's own judgment in determining the correctness and completeness of ASA ASSISTANCE and its suitability to CUSTOMER's application. CUSTOMER specifically agrees that in no event will ASA be liable for the loss of data or time, or for direct, accidental, special, incidental, consequential (including lost profit), or other damage whether based in contract, tort, or otherwise. CUSTOMER assumes the complete and total risk, expense and cost for acting or not acting on ASA ASSISTANCE, and for determining the completeness, correctness, and suitability of ASA ASSISTANCE.

The software and/or documentation are subject to change without notice. No other warranty whether written or oral is expressed or implied.

Limited Liability: ASA has no obligation for any claim of infringement arising from ASA's compliance with any designs, specifications, or instructions of the CUSTOMER; modification of the product by CUSTOMER or a third party; use of the product in a way not specified by ASA; or use of the product with products not approved or supplied by ASA, including but not limited to integration of M1 software as a component of a larger system. In no event will ASA be liable to CUSTOMER for any damages, including, but not limited to, any special, direct, indirect, incidental, exemplary, accidental, or consequential damages, expenses, lost profits, lost savings, business interruption, lost business information, or any other damages arising out of such use or inability to use such SOFTWARE or ENHANCEMENTS, any MALWARE introduced to CUSTOMER's computers by NON-ASA ENHANCEMENTS, any technical support services relating to the SOFTWARE or ENHANCEMENTS, or related hardware, even if ASA has been advised of the possibility of such damages, or for any claim by any other party; whether such claims are based in contract, tort, or otherwise. CUSTOMER will indemnify and hold ASA harmless from all loss, damage, expense, or liability in such situation. CUSTOMER acknowledges that the applicable fees and prices reflect this allocation of risk. Some states do not allow limitation or exclusion of liability, so the above limitation may not apply to you. In no event shall ASA's liability exceed the purchase price of SOFTWARE or ENHANCEMENTS.

ASA shall not be liable for any damages resulting from or in connection with the use of the SOFTWARE or ENHANCEMENTS in any application where the failure or inaccuracy of the SOFTWARE or ENHANCEMENTS might result in death, personal injury, or property damage. CUSTOMER agrees to indemnify and hold ASA harmless from any claims, loss, cost, damage, expense, or liability, including attorney's fees, arising out of or in connection with such use. CUSTOMER specifically understands that SOFTWARE and ENHANCEMENTS are not designed, integrated, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility. CUSTOMER further understands that SOFTWARE and ENHANCEMENTS are not intended for use in the design, control, or operation of medical equipment or any other life-critical process or operation. CUSTOMER is solely liable if products or support purchased by CUSTOMER are used for these applications. CUSTOMER will indemnify and hold ASA harmless from all loss, damage, expense, or liability in such use.

CUSTOMER agrees to protect, defend, indemnify and hold ASA and it's officers, employees, agents and assigns harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which ASA hereafter incur, become responsible for or pay out as a result of death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment and any clean up costs in connection therewith, or any violation of governmental law, regulation, or orders, caused, in whole or in part by (1) CUSTOMER adoption of or reliance on any part of ASA ASSISTANCE,

Edit date: 06/18/2010 01:50:00 PM
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(2) CUSTOMER action or inaction based in whole or in part upon ASA ASSISTANCE, or (3) any incompleteness or unsuitability in ASA ASSISTANCE.

MALWARE: ASA warrants that the SOFTWARE and ASA ENHANCEMENTS, as provided, are free of MALWARE. CUSTOMER understands that certain capabilities within the SOFTWARE (including, but not limited to, the 'RunExternalProcess' capability of an M1 TestScript and External Measurements in Matlab or a DLL) create an opportunity for MALWARE to be installed on CUSTOMER's computer via NON-ASA ENHANCEMENTS. SOFTWARE may or may not warn of this possibility. CUSTOMER agrees that it is CUSTOMER's sole responsibility to ensure that NON-ASA ENHANCEMENTS are free of MALWARE prior to use.

US Government Restricted Rights: The SOFTWARE has been developed entirely at private expense and is commercial computer software provided with Restricted Rights. Use, duplication, or disclosure by the US Government or a US Government contractor/ subcontractor is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at 48 CFR 52.227-19, as applicable. Manufacturer is ASA Corp., PO Box 24, Amherst, MA 01004-0024

Patents: M1 is protected by US and Int'l patents issued and pending, including US patent Nos 6,137,283; 6,263,290; and 6,529,842

Compliance: CUSTOMER agrees to make all applicable records available for review by a mutually agreed upon independent auditing firm, no more than once per year, and provided that auditing firm signs a confidential disclosure agreement with CUSTOMER. Further, reviews shall be conducted during CUSTOMER's normal business hours so as to permit ASA (upon reasonable notice to CUSTOMER) to verify CUSTOMER's compliance with the terms and conditions of this Agreement. Further, CUSTOMER agrees that upon the request of ASA or ASA's authorized representative, CUSTOMER will promptly document and certify in writing to ASA that CUSTOMER's use of the SOFTWARE complies with the terms and conditions of this Agreement.

ASA non-OEM Software Products - Hardware Security Key: CUSTOMER understands that some ASA Hardware-licensed SOFTWARE products (as noted in Table 1) are protected by a hardware SECURITY KEY, and that the Hardware-licensed SOFTWARE will not function without the presence of this SECURITY KEY. This SECURITY KEY is electronically bound to the system upon which it was initially associated during installation and will not function if moved to a different system. SECURITY KEY is initially shipped in a time-limited state and will expire shortly after the relevant invoice due-date. Procedures which permanently activate the SECURITY KEY for ASA products will not be performed until payment in full has been received by ASA and CUSTOMER has submitted a Registration form to ASA. CUSTOMER understands that Hardware-licensed SOFTWARE products will not function with an expired SECURITY KEY.

Edit date: 06/18/2010 01:50:00 PM
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ASA OEM Software Products - Hardware Security Key: CUSTOMER understands that some ASA Hardware-licensed SOFTWARE products (as noted in Table 1) are protected by a hardware SECURITY KEY, and that the Hardware-licensed SOFTWARE will not function without the presence of this SECURITY KEY. This SECURITY KEY is electronically bound to the system upon which it was initially associated during installation and will not function if moved to a different system. SECURITY KEY is initially shipped in a time-limited state and will expire approximately 2 weeks after first use. Procedures which permanently activate the SECURITY KEY for ASA Software products will not be performed until CUSTOMER has submitted a Registration form to ASA. CUSTOMER understands that Hardware-licensed SOFTWARE will not function with an expired SECURITY KEY.

ASA Software Products - Electronic Licensing: CUSTOMER understands that some ASA SOFTWARE products are protected by an ELECTRONIC LICENSE, as noted in Table 1; and that the electronically-licensed SOFTWARE will not function without the presence of a valid, unique, non-expired ELECTRONIC LICENSE. CUSTOMER further understands that, unless specifically noted in Table 1 as 'renewable', electronically-licensed SOFTWARE may only be licensed for a single, time-limited period, after which CUSTOMER has no further rights to operate the electronically-licensed SOFTWARE in any manner.

M1 Standard: The provisions in this section apply only if CUSTOMER is licensing the M1 Standard product. If any provision in this section contradicts a provision in another section of this Agreement, the provision in said other section shall be deemed modified or omitted to the extent necessary to allow the provision of this section to prevail.

CUSTOMER acknowledges that SOFTWARE contains advertisements. ASA warrants that said advertisements do not gather and/or report information of any kind about CUSTOMER.

CUSTOMER acknowledges they may be required to periodically download a license extension file for SOFTWARE. Failure to download the license extension file will result in a gradual degradation of SOFTWARE's features. The time interval between said downloads will be no more than once per four months..

CUSTOMER acknowledges that M1 Standard has a 1 year renewable license. ASA reserves the right to charge a fee for such renewal. Procedures for renewing your license can be found on ASA's website, www.m1ot.com.

CUSTOMER may be licensing M1 Standard via a special ASA Promotion. Details of any current M1 Standard Promotions are as specified on the Promotions webpage and sub-pages of the ASA website, www.m1ot.com. ASA reserves the right to begin, end, or modify any M1 Standard Promotion at any time without prior notice.

CUSTOMER acknowledges that M1 Standard Promotions may not be available in all regions, may not apply to all oscilloscope types, may not be available for some methods or sources of

Edit date: 06/18/2010 01:50:00 PM
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purchase (e.g. purchasing new from the manufacturer vs. purchasing used from the manufacturer vs. purchasing used from an ASA-Partner used equipment seller, etc.), and may have other restrictions and requirements as well. The full list of restrictions, requirements, and/or additional licensing terms for any current M1 Standard Promotion are listed on the Promotions webpage and sub-pages of the ASA website, www.m1ot.com, and are subject to change at any time.

ASA reserves the right to deny an M1 Standard Promotional product license to CUSTOMER for any reason. CUSTOMER acknowledges that the Promotion may contain additional Terms, Conditions, and/or Provisions specific to that M1 Standard Promotion, and that such Terms, Conditions, and/or Provisions are hereby incorporated into this Agreement by reference. CUSTOMER forfeits all M1 Standard Promotional program eligibility if any information provided to ASA by CUSTOMER is found to have been intentionally misrepresented. CUSTOMER acknowledges that they will be financially responsible for the full current list price of M1 Standard in case of such misrepresentation.

CUSTOMER acknowledges that they are permitted to license at most one copy of SOFTWARE per oscilloscope. M1 Standard is not available to companies trading in the Test & Measurement space, software companies, and companies engaged in measurement for hire, rental/leasing, and/or consulting. ASA reserves the right to deny a license to any company ASA considers a current or potential competitor. ASA reserves the right to limit quantities. ASA reserves the right to terminate any M1 Standard Promotion at any time without prior notice. CUSTOMER acknowledges that the M1 Standard license cannot be transferred to an oscilloscope other than the original qualifying oscilloscope at any time. CUSTOMER acknowledges that installation of M1 Standard is a one-time action. If M1 Standard is uninstalled, CUSTOMER may not reinstall the SOFTWARE.

M1 Standard-Cirrus (M1 Cirrus): M1 Cirrus is a special promotional version of SOFTWARE which may or may not be available at the time of licensing. The provisions in this section apply only if the M1 Cirrus product is currently available and CUSTOMER is licensing the M1 Cirrus product. If any provision in this section contradicts a provision in another section of this Agreement, the provision in said other section shall be deemed modified or omitted to the extent necessary to allow the provision of this section to prevail.

CUSTOMER acknowledges that SOFTWARE contains advertisements. ASA warrants that said advertisements do not gather and/or report information of any kind about CUSTOMER.

CUSTOMER acknowledges they may be required to periodically download a license extension file for SOFTWARE. Failure to download the license extension file will result in a slow degradation of SOFTWARE's features. The time interval between said downloads will be no more than once per calendar quarter.

Current details of the M1 Cirrus program are as specified on the Promotions webpage and sub-pages of the ASA website, www.Amherst-Systems.com. ASA reserves the right to begin, end, or modify the M1 Cirrus program at any time without prior notice.

CUSTOMER acknowledges that M1 Cirrus may not be available in all regions, may not apply to all oscilloscope types, and may not be available for some methods or sources of purchase (e.g. purchasing new from the manufacturer vs. purchasing used from the manufacturer vs. purchasing used from an ASA-Partner used equipment seller, etc.). Rented, leased, or loaned oscilloscopes are never eligible for Cirrus. The current regions, types of oscilloscopes, and methods and sources of purchase allowed for M1 Cirrus are listed on the Promotions webpage and sub-pages of the ASA website, www.Amherst-Systems.com, and are subject to change at any time.

To be eligible for an M1 Cirrus product license, CUSTOMER must fulfill <u>all</u> of the following requirements. (1) At the time of licensing, CUSTOMER must be an established Company, or an employee of an established Company, of ten (10) or more employees that makes a hardware product, or CUSTOMER must be or work for a US Government lab. (2) This same Company must hold title to the oscilloscope with which SOFTWARE license will be associated. (3) The oscilloscope with which SOFTWARE is to be associated is eligible to apply for an M1 Cirrus product license only prior to the date of initial delivery of said newly purchased oscilloscope to CUSTOMER's premises. (4) The oscilloscope with which SOFTWARE is to be associated must not include any competing manufacturer-provided software licenses, unless otherwise approved by ASA in writing. Competing software includes, but is not limited to, the packages listed in Appendix A. Note that the restriction of (4) includes 'Bundled Packages', defined as a combination of oscilloscope hardware plus one or more software options sold together by the manufacturer as a single unit, with a single unique model number or part number. Examples of Bundled Packages are Agilent's DSA series, Tek's CSA series, and LeCroy's SDA series.

(5) CUSTOMER must submit a completed Certification Form to ASA in order to be eligible. Said Certification Form must be filled out completely and approved by ASA before SOFTWARE license will be granted. ASA reserves the right to deny an M1 Cirrus product license to CUSTOMER for any reason. (6) CUSTOMER may be required to submit, as supporting documentation to said Certification Form, certain additional documents such as a packing list or other proof or purchase/delivery and instrument configuration. CUSTOMER acknowledges that said Certification Form may contain additional Terms, Conditions, and/or Provisions specific to the M1 Cirrus program, and that such Terms, Conditions, and/or Provisions are hereby incorporated into this Agreement by reference. CUSTOMER forfeits all M1 Cirrus program eligibility if any information provided to ASA by CUSTOMER is found to have been intentionally misrepresented. CUSTOMER acknowledges that they will be financially responsible for the full current list price of M1 OT in case of such misrepresentation.

Certain additional restrictions may apply to the M1 Cirrus program, as stated in this section and/or on the Certification Form and/or on the Promotions webpage and sub-pages noted

Edit date: 06/18/2010 01:50:00 PM
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previously. CUSTOMER acknowledges that they are permitted to license at most one copy of SOFTWARE per qualifying oscilloscope. CUSTOMER understands that CUSTOMER or CUSTOMER's employer must be the legal owner of the oscilloscope with which the M1 Cirrus license is to be associated. It is specifically prohibited to associate the M1 Cirrus license with an oscilloscope that is rented, loaned, or otherwise not the property of CUSTOMER or CUSTOMER's employer. The M1 Cirrus program is not available to companies trading in the Test & Measurement space, software companies, and companies engaged in measurement for hire, rental/leasing, and/or consulting. ASA reserves the right to exclude any company ASA considers a current or potential competitor. ASA reserves the right to limit quantities. ASA reserves the right to terminate the Cirrus program at any time without prior notice. CUSTOMER acknowledges that the M1 Cirrus license cannot be transferred to an oscilloscope other than the original qualifying oscilloscope at any time. CUSTOMER acknowledges that installation of M1 Cirrus is a one-time action. If M1 Cirrus is uninstalled, CUSTOMER may not reinstall the SOFTWARE.

Competitive Upgrade: If the ASA SOFTWARE is licensed as a Competitive Upgrade, the terms in this section apply. (a) CUSTOMER understands that the SOFTWARE must be installed to work with the same SCOPE on which the Competitive Product was installed; (b) CUSTOMER agrees to uninstall the Competitive Product from the SCOPE; (c) CUSTOMER agrees to provide proof to ASA that the Competitive Product was licensed for that SCOPE, and that it has been removed.

Installation Support: Email support will be provided by ASA if CUSTOMER encounters difficulties installing SOFTWARE. Installation support via telephone is also available for those SOFTWARE versions so noted under "Installation Support" in Table 1. Support for any other hardware or software components of the measurement system into which SOFTWARE is being installed is the responsibility of the supplier of those components. In particular, the installation of GPIB hardware and VISA software is supported by the supplier of that product (Agilent Technologies or National Instruments).

Technical Support: Support for SOFTWARE is tracked on a per-Incident basis. There are two categories of support available from ASA – email support and telephone support. ASA may include a certain number of email Technical Support Incidents (TSI's) with certain SOFTWARE products, as noted under "Included Support" in Table 1. Additional Technical Support beyond any included TSI's is provided on a fee-for-service basis only. Additional information about the current ASA Software Support Model is available at ASA's website, www.Amherst-Systems.com (click on "Support"). CUSTOMER acknowledges that any Terms, Conditions, and/or Provisions related to Technical Support which are listed on ASA website are hereby incorporated into this Agreement by reference.

General: This Agreement supersedes all prior written and oral communication between ASA and CUSTOMER, and constitutes the entire agreement of the parties. Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or

Edit date: 06/18/2010 01:50:00 PM
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forfeiture of those rights. Waiver of terms or excuse of breach must be in writing and shall not constitute subsequent consent, waiver, or excuse.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, exclusive of any provisions of the United Nations Convention on the International Sale of Goods, and without regard to principles of conflicts of law.

Except for actions seeking only equitable or injunctive relief or the payment of sums due which are not contested, all disputes and controversies arising out of or in connection to this Agreement shall be submitted to arbitration with the American Arbitration Association ("AAA") office which has jurisdiction over Springfield, Massachusetts, U.S.A.. The parties agree to hold, support and abide by the results of the arbitration hearings to be held in Springfield, Massachusetts, U.S.A. The commercial arbitration rules of the AAA are hereby incorporated by reference as amended by this Agreement. Any award made by the arbitrator shall include a requirement that the losing party will promptly pay the prevailing party's reasonable expenses, including reasonable legal fees incurred in the prosecution of the arbitration together with any appropriate interest. Any award rendered by the arbitrator shall be final and binding upon all parties.

For those actions seeking only equitable or injunctive relief or the payment of sums due which are not contested, CUSTOMER agrees that the venue for all actions under this Agreement shall be in the courts located in Hampden County, Massachusetts, U.S.A. and the parties agree to submit to the jurisdiction of such courts. If any such action is brought by either party to this Agreement against the other regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorney fees and court costs.

If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, unenforceable, or illegal, such provision shall be deemed modified or omitted to the extent necessary, and the remainder of this Agreement shall continue in full force and effect.

The use of capitalization of certain words in this Agreement is intended for the benefit of the reader. No special meaning is intended or implied by such capitalization, and capitalized and non-capitalized forms of a given word are to be considered identical. Similarly, the specific ordering of clauses in this Agreement is arbitrary, and no rights or duties of either party are to be implied from such ordering.

Appendix A – Competing Software

Manufacturer

Agilent Technologies	Tektronix	LeCroy
E2681A – EZJIT	JIT3 Essentials	JTA2 – Jitter and Timing
N5414/5415A – InfiniiScan	TDSJIT3 – Jitter and Timing	LINBUS
N5384A – Serial Data	TDSRT-Eye – Serial Data	FLEXRAYBUS
E2688A – Serial Data	DPOJET – Jitter and Timing	I2Cbus
N5402A - Automotive	TEKEXP – TekExpress	SPIbus
N5424A – CAN/LIN	TDSVNM – CAN/LIN	8B10B
N5432A – FlexRay	DDRA – DDR/DDR2/DDR3	SDM – Serial Data Mask
U7233A – DDR1	DPODSPT – DisplayPort	SDA-SAS
N5413A – DDR2	TDSDVI – DVI	QPHY-SATA
U7231A – DDR3	TDSHT3 – HDMI	USB2
N5394A – DVI	TDSCPM2 – Comm Meas	QPHY-PCIe
U7232A – DisplayPort	TDSUSB2.0 – USB 2.0	SDA-FBDIMM
N5410A – Fibre Channel		SDA-HDMI
N5399A – HDMI		XDEV – External Analysis
N5430A – User Def Fcn		MATHSURF – Extended Math
N5423A – I2C/SPI		ADVTRIG – Advanced Trigger
N5391A – Low Speed Serial		STAT – Statistics
N5409A – FB-DIMM		XMATH – Advanced Math
N5393B – PCIe		XMAP – Analysis Package
N5411A – SATA		XWAV – Intermed Math
N5412A – SAS		XVAP – Value Analysis Pkg
N5416A – USB 2.0		CANbus
N5431A – XAUI		

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