

17.5 Dispute Resolution. (a) Any controversy, claim or dispute between the Parties arising out of or relating to the Licensed Products, this Agreement or any goods, licenses or services provided hereunder or the breach, validity or enforceability of any provision hereof (collectively, a "Dispute") shall be resolved as specified in this Section 17.5.

(b) Upon the written request of either Party, the Project Representatives shall meet and endeavor to resolve such Dispute. The Project Representatives shall meet as often as necessary during a thirty (30) day period (or such other time period as the Parties may agree) to gather and furnish to the other all information with respect to the matter in Dispute which is appropriate and germane to its resolution. The Project Representatives shall discuss the problem and negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto. The specific format for such discussions will be left to the discretion of the Project Representatives.

(c) If the Project Representatives cannot resolve the Dispute, then it shall be referred to \_\_\_\_\_'s Chief Executive Officer and \_\_\_\_\_'s Director, \_\_\_\_\_ Management, for their review and resolution. If the Dispute cannot be resolved by such executives, then the Parties may initiate proceedings as set forth below; provided, however, that such proceedings for resolution of any Dispute may not be commenced until the earlier of forty-five (45) days after the initial request to negotiate the Dispute (unless preliminary or temporary relief of an emergency nature is sought by one of the Parties) or thirty (30) days before the statute of limitations governing any cause of action or relating to the Dispute would expire.

(d) Any Dispute which is not resolved pursuant to the procedures set forth above will be submitted by the Parties to mediation in accordance with the then current Model Procedure for Mediation of Business Disputes of the Center for Public Resources. The Parties agree to bear equally the costs of such mediation. The Parties will jointly appoint a mutually acceptable mediator, seeking assistance from the Center for Public Resources if they have been unable to agree upon such appointment within twenty (20) days from the conclusion of the discussions required under the preceding subparagraph. The Parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days.

(e) If the Parties are not successful in resolving the Dispute through the mediation, then they agree to submit the matter to final and binding arbitration in accordance with the then-current rules for Non-Administered Arbitration of Business Disputes of the Center for Public Resources.

(f) Mediation or arbitration hereunder shall be held in \_\_\_\_\_, Florida or such other place as the Parties may agree. The substantive and procedural law of the State of New York shall apply to the proceedings. Equitable remedies shall be available in any arbitration. Punitive damages shall not be awarded. Judgment upon the award rendered in any arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and enforcement thereof, as the law of such jurisdiction may require or allow. This subparagraph is subject to the Federal Arbitration Act, 9 U.S.C.A. sec. 1 et seq.

(g) None of the provisions of this Section 17.5 shall prejudice the right of any Party to any Dispute to apply to any court of appropriate jurisdiction for temporary or permanent injunctive or other equitable relief.