

I/S Management Strategies, Ltd.
4942 N. Hollywood Avenue
Whitefish Bay, Wisconsin 53217-5935
USA

MASTER LICENSE AGREEMENT

License Agreement Number _____

This agreement is between I/S Management Strategies, Ltd., 4942 N. Hollywood Avenue, Whitefish Bay, Wisconsin 53217 ("I/SMS") and

_____ ("Customer").

1. License:

In exchange for paying license fees and applicable taxes arising under this Agreement, I/SMS grants to the Customer a nonassignable and nonexclusive license to use the I/S Management Strategies Software delivered under this Agreement for an initial License Period and additional periods, if renewed. I/SMS represents and warrants that it owns all I/S Management Strategies Software provided under this Agreement. The I/S Management Strategies Software is licensed only for use at, and using only data records that are created at, the computer site(s) identified on Supplement(s) to this Agreement.

2. What I/SMS will do:

- A. I/SMS will send the I/S Management Strategies Software and related documentation to the Customer, and after the Customer pays the license fees, I/SMS will authorize the Customer to use the I/S Management Strategies Software for the full License Period as set forth in this Agreement.
- B. I/SMS will help the Customer solve problems installing and using the I/S Management Strategies Software. If error conditions (i.e., the SAS®¹ execution of the I/S Management Strategies Software produces a return code or an ABEND) are the result of errors in the I/S Management Strategies Software, I/SMS will correct the errors.
- C. As the I/S Management Strategies Software components as identified in Supplement(s) to this Agreement are enhanced or modified, I/SMS will send the applicable updates for the Customer's operating system to the Customer at no additional charge for the license period and any renewal periods as set forth in this Agreement. I/SMS reserves the right to determine the nature and scope of such updates.

¹ SAS is a registered trademark of SAS Institute, Inc, Cary, NC 27511, USA.

- D. I/SMS represents and warrants that the I/S Management Strategies Software will substantially conform to the current published specifications for said software. If any I/S Management Strategies Software does not substantially conform to its specifications, I/SMS will choose either to make it conform or to refund the current license fee paid by the Customer for that product, prorated for the period during which the Customer has had use of the product. Distribution media will be replaced if defective upon delivery to the Customer.
- E. I/SMS warrants that it has the right to license the I/S Management Strategies Software. I/SMS further warrants that so far as it is aware, the I/S Management Strategies Software does not infringe the rights of any third party, but makes no further warranty in that respect.
- F. I/SMS shall defend or, at its option, settle any claim or proceeding brought against the Customer to the extent that it is based on an assertion that the materials provided hereunder constitute an infringement of any United States patent, trademark or copyright and shall indemnify the Customer against all costs, damages, and expenses finally awarded against the Customer which result from any such claim, provided that the Customer notifies I/SMS within 30 days in writing of any such claim or proceeding and gives I/SMS full and complete authority, information, and assistance to defend such claim or proceeding, and further provided that the Customer gives I/SMS sole control of the defense of any such claim or proceeding and all negotiations for its compromise or settlement.

These warranties are in lieu of any other warranties, express or implied, including but not limited to any implied warranties of merchantability and/or fitness for a particular purpose.

3. What the Customer will do:

- A. Money-Back Guarantee: If you are not satisfied with I/S Management Strategies Software you have 21 days after I/SMS signs this Agreement to return the Software for a full refund of the first year licensee fee and cancellation of this agreement. Customer must communicate in writing that I/S Management Strategies Software has been removed from Customer's system, and must return including all I/S Management Strategies Software distribution media and I/S Management Strategies Software user documentation to I/SMS, and must explain the technical reasons why I/S Management Strategies Software failed to meet Customer expectations. I/SMS will acknowledge cancellation in writing. Customer will pay a reinstatement fee equal to the full license fee in effect at the time of reinstatement in order to receive any future copies of the I/S Management Strategies Software.
- B. The Customer shall pay to I/SMS all fees arising under this Agreement as invoiced. The Customer is responsible for all federal, state, municipal, and other government excise, sales, use, customs, value added, or other taxes, fees or duties not in force or enacted in the future, except for taxes measured by I/SMS net income.
- C. In case of cancellation of this agreement for whatever reason, Customer will remove the I/S Management Strategies Software from Customer's system, communicate in writing that the I/S Management Strategies Software has been removed and return all

materials including all I/S Management Strategies Software distribution media and I/S Management Strategies Software user documentation to I/SMS. Customer will pay a reinstatement fee equal to the full license fee in effect at the time of reinstatement in order to receive any future copies of the I/S Management Strategies Software.

- D. The Customer acknowledges that all copyright and other intellectual property rights whatsoever in the I/S Management Strategies Software and associated documentation are and shall remain the property of I/SMS absolutely and that the Customer's only rights in relation to the I/S Management Strategies Software are a nontransferable non-exclusive license to use the I/S Management Strategies Software subject to and in accordance with the terms of this Agreement. The Customer is hereby authorized to make copies at the site(s) identified in Supplement(s) to this Agreement for the purposes only of normal execution, use, maintenance, and backup purposes. Archived copies for backup purposes may be stored off-site. I/S Management Strategies Software may be executed at an emergency backup site for disaster testing or actual disaster. I/S Management Strategies Software may be executed at a site other than that identified in Supplement(s) to this Agreement for purposes of what is commonly referred to as "Year 2000 testing" provided that the data used as input to the I/S Management Strategies Software is derived from data created at the site(s) identified in Supplement(s) to this Agreement. Other than specified above, the Customer agrees NOT to copy, publish, display, or otherwise make available to any other person any of the copyrighted material or any part of it without the written consent of I/SMS. The Customer shall take all reasonable measures to ensure that the I/S Management Strategies Software and associated documentation and any copies of the I/S Management Strategies Software or documentation do not leave its possession or control whether by loan, theft or otherwise. The Customer's obligations under this paragraph shall survive any termination or expiration of this Agreement.
- E. The Customer acknowledges that I/S Management Strategies Software is licensed by physical site address (that is, a data center at a single physical address), as identified in Supplement(s) to this Agreement. The I/S Management Strategies Software is to be executed ONLY at the supported site(s) and ONLY for the analysis of data created at the site(s). The use of I/S Management Strategies Software as an execution service (i.e., executing I/S Management Strategies Software against data transmitted from a different physical data center) or execution for consulting services requires a separate Addendum to this Agreement.
- F. The Customer will designate installation and technical support contact(s) on Supplement(s) to this Agreement.
- G. The Customer will explain the terms of this Agreement to those affected by it.

4. General license terms:

- A. Limitations of Liability:

THE CUSTOMER AGREES THAT THE LIABILITY OF I/SMS TO THE CUSTOMER BASED ON THIS AGREEMENT AND/OR USE OF THE I/S MANAGEMENT STRATEGIES SOFTWARE WILL NOT EXCEED THE CUSTOMER'S CURRENT-

YEAR LICENSE FEES PAID FOR I/S MANAGEMENT STRATEGIES SOFTWARE DELIVERED UNDER THIS AGREEMENT.

NEITHER THE CUSTOMER NOR I/SMS WILL BE LIABLE TO EACH OTHER REGARDLESS OF THE FORM OF ACTION FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL DAMAGES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE PARTIES FURTHER AGREE THAT NEITHER SHALL BE LIABLE TO THE OTHER FOR ANY CLAIM OR DEMAND REGARDLESS OF THE FORM OF ACTION AGAINST THE OTHER PARTY BY ANYONE ELSE.

IN NO EVENT SHALL I/SMS BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE PERFORMANCE BY I/SMS HEREUNDER. NO OBLIGATION OR LIABILITY, EXCEPT IN THE EVENT OF NEGLIGENCE OR INTENTIONAL WRONGDOING BY I/SMS, SHALL ARISE FROM ANY RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE BY I/SMS OR I/S MANAGEMENT STRATEGIES SOFTWARE IN CONNECTION WITH THIS AGREEMENT.

- B.** This Agreement is governed by the laws of the United States and of the state of Wisconsin. If any part of the Agreement is held to be unconscionable or otherwise invalid, that part will be omitted, but the balance will remain in full force and effect.
- C.** The term "License Term" for the purposes of this Agreement shall be a period of one year from the execution date of this Agreement.
- D.** Any I/S Management Strategies Software licensed under this Agreement may be renewed for additional periods if I/SMS and the Customer mutually agree in writing. License fees for any additional periods may differ. I/SMS will issue license renewal invoices approximately 60 days in advance of the current license termination date. Payment of the renewal invoice constitutes renewal of this agreement. Non-payment of the renewal invoice constitutes cancellation of this agreement.
- E.** The Customer can cancel this Agreement or any I/S Management Strategies Software licensed under it at any time for any reason. I/SMS can cancel this Agreement or any Software licensed under it and take other action if it believes the Customer has not complied with this Agreement.
- F.** This Agreement, its supplements, and invoices arising under it for I/S Management Strategies Software constitute the complete and exclusive statement of the agreement between the parties, which supersedes all prior communications relating to the subject matter of this Agreement. Additional or conflicting terms on any current or future Customer purchasing documents are rejected. This Agreement can be modified only in writing signed by both parties.
- G.** The information and recommendations provided by I/S Management Strategies Software are technically correct and accurate to the best of our knowledge. Be aware that technical inaccuracies may arise from printing errors or changes or enhancements to hardware or software systems. Be aware that software bills estimated using the IBM

software price list or the price list of other vendors is based on publicly available information that may be incorrect or inaccurate due on no part to the efforts of I/S Management Strategies. In no event shall IBM or any other vendor referenced in the I/S Management strategies software have any obligations to the customer hereunder, nor be liable to the customer or any other party for any damages whatsoever, direct or indirect, arising out of or in connection with the use of the I/S Management strategies software or any acts or omissions of I/SMS, even if advised of the possibility of such damages. Any results derived from the use of the software should be carefully validated before making any decisions based on these results.

IN WITNESS WHEREOF, the parties hereby acknowledge and accept the terms and conditions of this Master License Agreement.

Signed for and on behalf of:

I/S Management Strategies, Ltd.

Name: Alan M. Sherkow

Position: President

Date: _____

Signed for and on behalf of:

Name: _____

Title: _____

Date: _____

I/S Management Strategies, Ltd.
4942 N. Hollywood Avenue
Whitefish Bay, Wisconsin 53217-5935
USA

Supplement Number: _____

To Master License Agreement Number _____ for I/S Management Strategies Software

Customer Name: _____

Address: _____

Customer Purchase Order Number: _____

Customer Contact Name: _____

Customer Contact Telephone Number: _____

Customer Contact Fax Number: _____

Customer Contact e-mail: _____

1 License

The Customer identified above is hereby licensed to use I/S Management Strategies Software at the computer site identified below, subject to the above referenced Master License Agreement. Except as provided in Paragraph 3.D of the above referenced Master License Agreement, I/S Management Strategies Software is to be executed ONLY at the computer site identified below and ONLY for the analysis of data created at this site.

2 I/S Management Strategies Software Component(s) Licensed under this Supplement:

Components	Number of Sites	Number of Mid-Range Machines
LPAR Capacity And Software Usage Analysis Interactive Reports		
LPAR Capacity And Software Usage Analysis SMF Component		
z9BC, z890, z800 (Mid-range)LPAR Capacity And Software Usage Analysis Interactive Reports (per machine)		
z9BC, z890, z800 (Mid-range) LPAR Capacity And Software Usage Analysis SMF Component (per machine)		

3 License Fees

The First Year License Fee and the Renewal License Fee set forth below are special introductory fees. The license fee for each subsequent year will be communicated to the Customer at least 60 days before the beginning of the year for which the fee is payable. The license fee payable for each of the components of the I/S Management Strategies Software is as follows:

Components	Introductory First Year License Fee	Introductory Renewal License Fee
LPAR Capacity And Software Usage Analysis Interactive Reports (per site as defined above)	\$ 5,000USD	\$ 3,000USD
LPAR Capacity And Software Usage Analysis SMF Component (per site as defined above)	\$10,000USD	\$ 7,000USD
z9BC, z890, z800 (Mid-range) LPAR Capacity And Software Usage Analysis Interactive Reports (per machine)	\$ 1,600USD	\$ 1,200USD
z9BC, z890, z800 (Mid-range) LPAR Capacity And Software Usage Analysis SMF Component (per machine)	\$ 3,400USD	\$ 2,300USD

When the installed capacity of a mid-range site increases above 250 MSUs based on IBM's published Announced MSUs (http://ibm.com/zseries/library/swpriceinfo/pdf/swp_ibm.pdf) the license will be charged the Introductory Renewal License Fees above.

Delivery Information:

Name: _____

Address: _____

Telephone: _____

Fax: _____

e-mail: _____

Invoicing Information:

Name: _____

Address: _____

Telephone: _____

Fax: _____

e-mail: _____

Computer Site

Serial Numbers: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Fax Number: _____

e-mail: _____

Signed for and on behalf of:
I/S Management Strategies, Ltd.

Signed for and on behalf of:

Name: Alan M. Sherkow
Position: President
Date: _____

Name: _____
Title: _____
Date: _____