THIS CHANNEL LICENSE AGREEMENT (this "Agreement") is entered into by and between [LICENSOR], [LICENSOR ADDRESS], Germany ("[LICENSOR]") and [LICENSEE], a [STATE] corporation, with its registered address at [LICENSEE ADDRESS] ("Licensee") as of [EFFECTIVE DATE] (the "Effective Date") and shall remain in effect until [EXPIRATION DATE] (the "Expiration Date"). This Agreement includes the following Exhibits attached hereto: [LICENSOR]'s current Support Services Terms (Exhibit A), Licensee Support to End Users (Exhibit B) and the Pricing Schedule (Exhibit C). This Agreement including its above mentioned Exhibits covers the following business models:

 Bundled Shipping

 Embedded Shipping

 Embedded Hosting

 Bundled Hosting

The parties hereby agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following terms are defined as below:

"CPU" means a single central processing unit on a microprocessor chip on which the Software is installed. Software may not be deployed on a CPU with three (3) or more core processors without upgrading the licenses in accordance with [LICENSOR]'s then-current fees and policies.

"Distributor" means an entity appointed by Licensee to distribute the Software as integrated into the Value Added Solution solely to End Users who are subject to an End User Agreement.

"Documentation" means [LICENSOR]'s current user manuals, operating instructions and installation guides generally provided with the Software to its licensees.

"End User" means an entity not affiliated with Licensee that has acquired a license to use the Value Added Solution for its own internal business purposes pursuant to an End User Agreement. An End User does not include any entity that (i) sells, resells, licenses, sublicenses, rents, leases or hosts the Value Added Solution, or (ii) acts as a service bureau, ISV, VAR or OEM with respect to the Value Added Solution; or in any other way distributes the Value Added Solution to any third party.

"End User Agreement" means a written agreement between Licensee and an End User, which agreement is either signed by both parties or is in "shrinkwrap" or "clickwrap" form, covering the use of Software with a Value Added Solution by such End User.

"First Line Support" and "Pass Through Support" mean the support that Licensee may provide End Users, as set forth herein and in [EXHIBIT B].

"Order" means the document by which Software and Support Services are ordered by Licensee, and on which the Value Added Solution is described. The Order(s) shall reference and be solely governed by this Agreement.

"Software" means the object code versions of the Software described in the Pricing Schedule and on an Order and the related Documentation.

"Support Services" means technical support for Software under [LICENSOR]'s then-current policies. The current standard Support Services Terms and Conditions are attached hereto.

"Territory" means the country or countries indicated in the Pricing Schedule attached hereto.

"Utilization Report" means a report identifying End Users, the names of any Distributors, and the amount of use and the fees due from the previous quarter, as set forth herein.

"Value Added Solution(s)" means the Licensee product(s) or service(s) as described on the Pricing Schedule attached hereto.

2. LICENSE GRANTS. Each of the license grants below are subject to all of the terms of this Agreement, including payment of all associated fees and compliance with all the applicable restrictions stated below in [ARTICLE 2.7] ("Restrictions"), any additional restrictions that may be stated on the Order, the applicable law as well as the following limitations: (i) Licensee may not copy the Software, except as explicitly authorized below, or for archival or disaster recovery (cold back-up) purposes and if Licensee does copy for these purposes, Licensee shall preserve any proprietary rights notices on the Software and place such notices on any and all copies Licensee has made or makes; (ii) Licensee agrees not to reverse engineer, decompile, disassemble, or otherwise attempt to determine source code or protocols from the Software, except and only to the extent permitted by provisions of mandatory law. Licensee shall not create or attempt to create any derivative works from the Software, except and only to the extent permitted by law. Licensee may not disclose the results of any performance benchmarks to any third party without [LICENSOR]'s prior written consent. Title, ownership rights and all intellectual property rights in and to the Software shall remain the sole and exclusive property of [LICENSOR]. [LICENSOR] retains all rights not expressly granted to Licensee in this Agreement. End User Agreements, and any agreements with Distributors, must not be inconsistent with, or less protective of, [LICENSOR]'s proprietary and intellectual property rights in any Software than the rights set forth in this Agreement.

2.1. Development Use License. If the Pricing Schedule attached hereto sets forth Development Use License Fees, then [LICENSOR] grants to Licensee a non-exclusive, non-transferable license to use the [LICENSOR] Software within the Territory to (i) design, develop and/or test Licensee applications, on premises owned by Licensee or operated on Licensee's behalf by a third party under confidentiality obligations to Licensee that are no less restrictive than those contained herein; and (ii) provide training for the Value Added Solution (collectively, a "Development Use License").

2.2. Embedded Shipping Use License. If the Pricing Schedule attached hereto sets forth Embedded Shipping Use License Fees, [LICENSOR] grants Licensee a non-exclusive, non-transferable license within the Territory specified in such defined Pricing Schedule (i) to integrate the [LICENSOR] Software into the Value Added Solutions; (ii) to reproduce the [LICENSOR] Software as integrated into the Value Added Solutions, (iii) to appoint Distributors, and (iv) to distribute the [LICENSOR] Software as integrated into the Value Added Solutions solely to End Users.

2.3. Embedded Hosting Use License. If the Pricing Schedule attached hereto sets forth Embedded Hosting Use License Fees, [LICENSOR] grants Licensee a non-exclusive, non-transferable license within the Territory specified in such Pricing Schedule to (i) to integrate the [LICENSOR] Software into the Value Added Solutions named on the Pricing Schedule; and (ii) to reproduce the [LICENSOR] Software as integrated into the Value Added Solutions, and (iii) to host the [LICENSOR] Software as integrated into the Value Added Solutions solely on Licensee's premises or premises operated on behalf of Licensee by a third party under confidentiality obligations to Licensee that are no less restrictive than those contained herein, for access over the Internet by End Users.

2.4. Bundled Hosting Use License. If the Pricing Schedule attached hereto sets forth Bundled Hosting Use License Fees, grants Licensee a non-exclusive, non-transferable license within the Territory specified in such Pricing Schedule (i) to integrate the [LICENSOR] Software into the Value Added Solutions; and (ii) to host the [LICENSOR] Software as integrated into the Value Added Solutions solely on Licensee's premises or premises operated on behalf of Licensee by a third party under confidentiality obligations to Licensee that are no less restrictive than those contained herein, for access over the Internet by End Users who are subject to an End User Agreement.

2.5. Bundled Shipping Use License. If a Pricing Schedule attached hereto sets forth Bundled Shipping Use License Fees, then [LICENSOR] grants Licensee a non-exclusive, non-transferable license within the Territory specified in such Pricing Schedule to (i) bundle the Software together with the Value Added Solution, and (ii) sublicense the Software for use only with the Value Added Solution solely to End Users who are bound to an End User Agreement that contains terms and conditions, and Software usage limitations, no less restrictive than those contained in this Agreement. Licensee may only sublicense the Software in the same quantity and license type as Licensee distributes its Value Added Solution.

2.6. Evaluation Use. Licensee may grant End Users the right to evaluate the Software pursuant to the license grants in [ARTICLE 2.2] through [ARTICLE 2.5], and the applicable Restrictions in [ARTICLE 2.7], for no additional license or Support Services fees, provided that the End User licenses the Value Added Solution for no more than thirty (30) days ("Evaluation Use"). [LICENSOR] shall not provide any Support Services for Evaluation Use.

2.7. Restrictions.

 a. Licensee must be enrolled in [LICENSOR]'s Partner Program, as more fully set forth on [LICENSOR]'s website, as of the Effective Date.

 b. For [ARTICLE 2.2] and [ARTICLE 2.3], Licensee may not reproduce the Software in an amount exceeding the number of End Users actually receiving the Software as integrated into the Value Added Solution.

 c. For [ARTICLE 2.2], [ARTICLE 2.3] and [ARTICLE 2.4], Licensee may not, under any circumstances, itemize the fees for the Software separately from the fees for the Value Added Solution on an invoice to an End User;

 d. For [ARTICLE 2.2] and [ARTICLE 2.3], each Value Added Solution must be developed so that none of the APIs of the Software is accessible to End Users or Distributors either directly or on top of the application protocol interface ("API");

 e. For [ARTICLE 2.2] through [ARTICLE 2.6], Licensee may not integrate or bundle the Software with any products or services other than the Value Added Solution without first obtaining [LICENSOR]'s prior written consent;

 f. For [ARTICLE 2.1] through [ARTICLE 2.6], Licensee may not use, host or sublicense the Software outside the Territory without first obtaining [LICENSOR] 's prior written consent;

 g. For [ARTICLE 2.2] through [ARTICLE 2.6], the End User Agreement shall prohibit an End User from attempting, or knowingly permitting or encouraging others to attempt, to reverse engineer, decompile, disassemble, or otherwise attempt to determine source code or protocols from the Software or the Value Added Solution except and only to the extent permissible by applicable law despite such prohibition;

 h. For [ARTICLE 2.2] through [ARTICLE 2.6], Licensee may not, under any circumstances, grant a license to an End User or Distributor, as applicable, to use the Software or any of its APIs as standalone products;

 i. For [ARTICLE 2.2] through [ARTICLE 2.6], the End User Agreement shall prohibit an End User from using the Software or any of its APIs in any manner except in connection with the use of the Value Added Solution, and running any third party software on the stand-alone Software or any of its APIs without first acquiring a license for either such use from [LICENSOR];

 j. For [ARTICLE 2.4], Licensee may not host more than one End User on the same licensed copy of Software; however, during the term of this Agreement, Licensee may transfer licensed copies of Software from one End User to another subject to [LICENSOR]'s then-current fees and policies.

2.8. Licensee Representation. Licensee represents that each (i) Value Added Solution shall significantly enhance the features and/or functionality of the Software and (ii) Value Added Solution is substantially different from and does not compete with any [LICENSOR] product on the [LICENSOR] price list that is current as of the Effective Date.

2.9 Open Source. Licensee shall not develop any Value Added Solutions and/or any software program, including source code, using the Software in combination with any Licensee or third party software offered or obtained under terms and conditions that purport to require Licensee to distribute the Software or any portion of the Software and/or to make the Software or any portion of the Software available to any other party under any terms other than the terms of this Agreement, including, but not limited to distributing and/or making available the Software or any part thereof : (i) in source code format, (ii) without charge, (iii) with a right to modify, or (iv) any combination of (i) through (iii). Any attempt to do so shall constitute a material breach of this Agreement and of the licenses granted to Licensee hereunder and shall result, notwithstanding [LICENSOR]'s right to claim for damages, in the immediate and automatic termination of this Agreement and such licenses

3. CONFIDENTIALITY. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to the Software, the Utilization Reports, the terms and pricing under this Agreement, and all information clearly identified as confidential. A party's Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party. The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of two (2) years after termination of this Agreement, provided, however, that the Software shall remain Confidential Information until the Software becomes a part of the public domain through no act or omission of Customer. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement. Notwithstanding the above, either party may disclose the existence; but not the content, of this Agreement for its investor relations and marketing purposes.

4. FEES.

4.1. Fees. The total non-refundable (subject to [ARTICLE 5.2] and [ARTICLE 6.2(III)]), non-cancelable license and Support Services fees for each Order shall be due and payable within thirty (30) days from the date of [LICENSOR]'s invoice, or upon submission of Utilization Reports, as applicable. Upon each order for a Bundled Shipping Use License, Licensee shall provide to [LICENSOR] the corporate name and address of each End User receiving Software pursuant to a Bundled Shipping Use License, as well as a copy of the order or contract between Licensee and the End User for the applicable Software. At its option, [LICENSOR] shall deliver the Software either electronically or Ex Works ([VARIABLE]), in which case [LICENSOR] will prepay the freight and add the cost to Licensee's invoice. [LICENSOR] may assess interest charges for late payments of [PERCENTAGE] percent ([PERCENTAGE IN NUMBERS]%) per annum above the then current base rate of the European Central Bank.

4.2. Quarterly Utilization Report. Except for Bundled Shipping Use Licenses, Licensee agrees to provide [LICENSOR] with a Utilization Report within thirty (30) days after the end of each calendar quarter. The information contained in each Utilization Report shall be based upon the activity in the previous calendar quarter and include (a) the corporate identity of each End User whose Support Services are due for renewal and whose End User Support Services have been renewed, (b) the amount of use of the Value Added Solution per End User, including any Evaluation Use, as well as such End User's corporate identity, and (c) the license and Support Services fees due. Quarterly Utilization Reports shall be sent to the [LICENSOR] sales office responsible for the country in which Licensee is located.]

4.3. Audit. [LICENSOR] may, at any time during the term of this Agreement and with seven (7) days prior written notice, request and gain access to Licensee's files, computers, equipment, facilities, personnel and premises subject to Licensee's security procedures, for the limited purpose of conducting an audit to determine and verify that Licensee is in compliance with these terms and conditions. Licensee shall promptly grant such access and cooperate with [LICENSOR] in the audit. The audit shall be restricted in scope, manner and duration to the extent reasonably necessary to achieve its purpose and not disrupt Licensee's operations. Licensee shall be liable for promptly remedying any underpayments revealed during the audit. If the audit reveals an underpayment in excess of five per cent (5%), Licensee shall also be liable for the costs of the audit. Licensee agrees to pass on the conditions of this [PARAGRAPH 4.3] to each End User, and to assist [LICENSOR] in auditing End Users upon request.

4.4. Taxes. Licensee shall pay all applicable sales, use, VAT, and other consumption taxes, personal property taxes and other taxes (other than those based on [LICENSOR]'s net income) unless Licensee furnishes satisfactory proof of exemption.

5. WARRANTY.

5.1 Warranty. For a period of 12 months after delivery of the Software to Licensee, [LICENSOR] warrants that the Software shall conform in all material respects to the Documentation. Minor deviations from the Documentation shall not be deemed to be a non-conformity of the Software.

5.2 Remedies. If [LICENSOR] breaches the foregoing warranty and Licensee promptly notifies [LICENSOR] in writing of the nature of the breach, [LICENSOR] shall repair or replace the non-conforming Software without charge. If, after a reasonable opportunity to cure, [LICENSOR] does not repair or replace the non-conforming Software, Licensee is (i) entitled to rescind the purchase of the relevant Software and, in such event, return the Software and Documentation to [LICENSOR], or certify in writing that all copies have been destroyed, and [LICENSOR] shall refund the license fees it received from Licensee for the affected Software acquired during the warranty period, (ii) is entitled to request a reduction of the licensee fees paid in proportion to the decreased value of the relevant Software.

5.3 Licensee's statutory rights to claim damages shall remain unaffected within the limitations of liability as set forth under [SECTION 7] of this Agreement.

6. INDEMNIFICATION.

6.1 Defense. If a third party claims that Licensee's use of the Software infringes any United States or European Union patent, or copyright, trademark or trade secret within the Territory, Licensee must promptly notify [LICENSOR] in writing. [LICENSOR] shall defend Licensee against such claim if Licensee reasonably cooperates with [LICENSOR] and allows [LICENSOR] to control the defense and all related settlement negotiations, and then [LICENSOR] shall indemnify Licensee from and against any damages finally awarded for such infringement.

6.2 Injunctive Relief. If an injunction is sought or obtained against Licensee's use of the Software as a result of a third party infringement claim, [LICENSOR] may, at its sole option and expense, (i) procure for Licensee the right to continue using the affected Software, (ii) replace or modify the affected Software with functionally equivalent software so that it does not infringe, or, if either (i) or (ii) is not commercially feasible, (iii) terminate the licenses and refund the license fees received from Licensee for the affected Software less a usage charge based on a thirty-six (36) month amortization schedule.

6.3 Disclaimer of Liability. [LICENSOR] shall have no liability for any third party claim of infringement based upon (i) use of other than the then current, unaltered version of the applicable Software, unless the infringing portion is also in the then current, unaltered release; (ii) use, operation or combination of the applicable Software with non-[LICENSOR] programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination; or (iii) any third party software.

6.4 [SECTION 6.1] - [SECTION 6.3] shall leave unaffected Licensee's statutory rights, including the right to terminate and/or claim damages, provided that such damage claims remain within the limitations of liability as set forth under [SECTION 7] of this Agreement.

6.5 Licensee Indemnity. Licensee agrees to indemnify, defend and hold [LICENSOR] harmless from and against any costs, losses, liabilities, claims or expenses (including reasonable attorneys' fees) arising out of: (i) any claim that any Value Added Solution infringes on the intellectual property or proprietary rights of any third party, except to the extent such infringement is caused solely by the Software; (ii) the distribution of any Value Added Solution by Licensee, Distributors, or any third party; (iii) the use of any Value Added Solution by any End User or third party; or (iv) the failure of Licensee to incorporate terms and conditions, and Software usage limitations, no less restrictive than those contained in this Agreement pursuant to a Bundled Shipping Use License. For any claim arising hereunder, [LICENSOR] agrees (a) to reasonably cooperate with Licensee, (b) to notify Licensee promptly in writing of the claim, and (c) that Licensee shall have sole control of the defense and all related settlement negotiations.

7. LIMITATION OF LIABILITY.

7.1 Subject to the provisions in [SECTION 7.2] [LICENSOR]'s statutory liability for damages shall be limited as follows: [LICENSOR] shall be liable only up to the amount of damages as typically foreseeable at the time of entering into this agreement in respect of damages due to breach of a material contractual obligation caused by [LICENSOR]'s negligence; [LICENSOR]'s liability for damages due to breach of a non-material contractual obligation is excluded.

7.2 The above limitation of liability shall not apply to any mandatory statutory liability (in particular to liability under the German Product Liability Act), liability for assuming a specific guarantee or liability or for any personal injury caused by [LICENSOR]'s gross negligence or willful misconduct.

7.3 Licensee shall take all reasonable measures to mitigate damages, including in particular, to make back-up copies of any data processed with the help of the Software on a regular basis.

7.4 The parties expressly agree that the typically foreseeable damages concerning performance or nonperformance by [LICENSOR] or in any way related to this Agreement, and regardless of whether the claim for such damages is based in contract, tort, strict liability, or otherwise, shall not exceed the fees received by [LICENSOR] from Licensee for the affected Software for the twelve (12) month period preceding the occurrence of such liability.

8. Term and Termination. This Agreement shall continue until the Expiration Date. Either party shall be in default - and the respective other party shall then be entitled to terminate this Agreement for cause - if it declares bankruptcy or otherwise fails to perform any of its duties or obligations and does not undertake an effort to substantially cure such default within thirty (30) days after written notice is given to the defaulting party, except that any breach of [ARTICLE 3] shall be grounds for immediate termination of this Agreement. Upon termination of this Agreement for breach, (i) all licenses granted to Licensee pursuant to this Agreement shall automatically terminate simultaneously and (ii) [LICENSOR] shall no longer be obliged to provider the Support Services, and (iii) Licensee shall immediately pay to [LICENSOR] any sums due to [LICENSOR] under this Agreement. Licensee shall return to [LICENSOR] any and all materials, copies of the Software and Documentation that are in his possession at the time of termination, or certify in writing that all copies of the foregoing have been destroyed. The foregoing notwithstanding, any (i) Development Use licenses shall remain in effect so long as such licenses are used in accordance with the respective license grant contained herein, and (ii) licenses to the Value Added Solution properly granted to an End User shall remain in effect. Additionally, upon termination of this Agreement, the provisions of [ARTICLE 1], [ARTICLE 3], [ARTICLE 4], [ARTICLE 5], [ARTICLE 6.3], [ARTICLE 6.4], [ARTICLE 6.5], [ARTICLE 7], [ARTICLE 8], and [ARTICLE 10] shall survive.

9. SUPPORT SERVICES.

9.1 Licensee's Support to End Users. Except as otherwise set forth in [ARTICLE 9.2] below, Licensee shall be responsible for (i) providing First Line Support to each End User to which Licensee licenses the Value Added Solution, and (ii) receiving training pursuant to [ARTICLE 9.4].

9.2 Licensee's Support To End Users for Bundled Shipping Use. When Licensee acquires Software pursuant to a Bundled Shipping Use license, Licensee shall either provide First Line Support or Pass Through Support. If within ninety (90) days of the Effective Date Licensee fails to (i) become certified, or (ii) successfully complete the applicable training course(s), as applicable, no First Line Support discount shall be applied, and Licensee must provide Pass Through Support.

9.3 [LICENSOR]'s Support to Licensee. Support Services ordered by Licensee shall be provided under [LICENSOR]'s Support Services policies in effect on the date Support Services are ordered. [LICENSOR]'s Support Services policies as of the Effective Date are attached hereto. Annual Support Services shall renew automatically at the then-current fees and policies unless Licensee notifies [LICENSOR] at least sixty (60) days prior to the expiration of an annual support term of its desire to cancel Support Services for the following year. In the event Licensee terminates Support Services, reinstatement fees may apply under [LICENSOR]'s then-current policies if Licensee reinstates Support Services.

9.4 Training. Licensee shall receive the applicable discount on Support Services fees for any licenses properly granted to End Users after Licensee is certified, or if no certification is available for the applicable Software, successfully completes the [LICENSOR] education course(s) for the then current version of the applicable Software. [LICENSOR] reserves the right to require Licensee's designated support contact(s) to (a) seek additional training, or (b) provide Pass Through Support for Bundled Shipping Use licenses, if, in [LICENSOR]'s reasonable opinion, Licensee is not providing adequate First Line Support.

10. GENERAL.

10.1 Export Compliance. Licensee may not download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations.

10.2 Assignment. Licensee may not assign this Agreement without [LICENSOR]'s prior written consent which shall not be unreasonably withheld.

10.3 Governing Law. This Agreement shall be governed exclusively by the laws of Germany, excluding its conflict of law rules and excluding the UN Convention for the International Sale of Goods (CISG). Any and all disputes arising from this Agreement shall be finally and exclusively settled by a competent court of Munich.

10.4 Entire Agreement. Any amendment or modification to the Agreement or any of its exhibits must be in writing signed by both parties. This Agreement and its exhibits constitute the entire agreement and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof. This Agreement shall also supersede all terms of any "shrinkwrap" or "clickwrap" license included in any package, media, or electronic version of [LICENSOR]-furnished Software and any such Software shall be licensed under the terms of this Agreement. Licensee agrees that (i) any and all Orders will be governed by this Agreement. The terms and conditions of this Agreement shall prevail regardless of any preprinted or conflicting terms on Orders submitted by Licensee. The parties have caused this Agreement to be executed by duly authorized representatives as of the Effective Date.

Each of the undersigned represents and warrants that he or she is duly authorized to sign this Agreement on behalf of the party he or she represents. Each party has read, understands and agrees to the terms and conditions of this Agreement.

[LICENSOR]

A Private Limited Liability Company with its

statutory seat in

Corporation

Address for Notices:

Address for Notices:

Attention:

Attention:

Phone:

Phone:

Fax:

Fax:

URL:

URL:

By:

By:

Name:

Name:

Title:

Title:

[LICENSOR] Rep:

1. Definitions.

"Error" means either (a) a failure of the Software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or restriction in the use of, the Software, and/or (b) a problem requiring new procedures, clarifications, additional information and/or requests for product enhancements.

"Maintenance Release" means Upgrades and Updates to the Software which are made available to licensees pursuant to the standard Support Services Terms and Conditions.

"Update" means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Licensee.

"Upgrade" means a revision of the Software released by [LICENSOR] to its end user customers generally, during the Support Services Term, to add new and different functions or to increase the capacity of the Software. Upgrade does not include the release of a new product or added features for which there may be a separate charge.

2. [LICENSOR] Licensee Support Services. On the Order, Licensee may select either (a) [LICENSOR] Production Support for Production Use licenses or (b) [LICENSOR] Development Support for Development Use licenses. Each includes Maintenance Releases, telephone support and web-based [LICENSOR] eSupport. Subject to additional terms and conditions, Licensee may also order customized Support Options and/or Mission Critical Support.

3. Updates. [LICENSOR] will make commercially reasonable efforts to provide an Update designed to solve or by-pass a reported Error. If such Error has been corrected in a Maintenance Release, Licensee must install and implement the applicable Maintenance Release; otherwise, the Update may be provided in the form of a temporary fix, procedure or routine, to be used until a Maintenance Release containing the permanent Update is available. Licensee shall reasonably determine the priority level of Errors, pursuant to the following protocols:

a. Severity 1 Errors: A Severity One Production Error means the (i) production system is severely impacted or completely shut down, or (ii) system operations or mission-critical applications are down. A Severity One Development Error means (iii) an application is in final testing, facing a critical time frame of going into Production Use and is severely impacted or (iv) entire development efforts are blocked. [LICENSOR] promptly initiates the following procedures: (1) assigns specialist(s) to correct the Error on an expedited basis; (2) provides ongoing communication on the status of an Update; and (3) begins to provide a temporary workaround or fix.

b. Severity 2 Errors: A Severity Two Production Error means (i) the production system is functioning with limited capabilities, or (ii) is unstable with periodic interruptions, or (iii) mission critical applications, while not being affected, have experienced material system interruptions. A Severity Two Development Error means (iv) there is a time sensitive question impacting performance or deliverables, or (v) a major subsystem under development is blocked. [LICENSOR] assigns a specialist to begin an Update, and provides additional, escalated procedures as reasonably determined necessary by [LICENSOR] Support Services staff. [LICENSOR] exercises commercially reasonable efforts to provide a workaround or include a fix for the Severity 2 Errors in the next Maintenance Release.

c. Severity 3 Errors: A Severity Three Production Error means there (i) are errors in fully operational production systems, (ii) is a need to clarify procedures or information in documentation, or (iii) is a request for a product enhancement. A Severity Three Development Error means (iv) there are errors in system development that may impact performance deliverables, (v) a need to clarify procedures or information in documentation, or (vi) a request for product enhancement. [LICENSOR] may include an Update in the next Maintenance Release.

5. Maintenance Releases and Upgrades. During the Support Services Term, [LICENSOR] shall make Maintenance Releases available to Licensee if, as and when [LICENSOR] makes any such Maintenance Releases generally available to its customers. If a question arises as to whether a product offering is an Upgrade or a new product or feature, [LICENSOR]'s opinion will prevail, provided that [LICENSOR] treats the product offering as a new product or feature for its end user customers generally.

6. Conditions for Providing Support. [LICENSOR]'s obligation to provide Support Services is conditioned upon the following: (a) Licensee makes reasonable efforts to correct the Error after consulting with [LICENSOR]; (b) Licensee provides [LICENSOR] with sufficient information and resources to correct the Error either at [LICENSOR]'s Customer Support Center or via remote access to Licensee's site, as well as access to the personnel, hardware, and any additional software involved in discovering the Error; (c) Licensee promptly installs all Maintenance Releases; and (d) Licensee procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software.

7. Technical Support Contacts: The [LICENSOR] Customer Support Center will provide telephone support to up to two (2) designated contacts who will develop, maintain or support Licensee's application that use the Software ("Technical Support Contacts"). Licensee will be given one (1) eSupport identification and password and must enter the names and contact information of each designated Technical Support Contact in the eSupport database. Licensee may modify its designated Technical Support Contacts at any time during which Licensee is authorized to receive Support Services. Technical Support Contacts will be the only interface to the [LICENSOR] Customer Support Center. In an emergency, a [LICENSOR] Customer Support Engineer will begin working on an Error for an unauthorized contact on an exception basis subject to later verification and involvement of a named Technical Support Contact.

8. Exclusions from [LICENSOR]'s Support Services. [LICENSOR] is not obligated to provide Support Services in the following situations: (a) the Software has been changed, modified or damaged (except if under the direct supervision of [LICENSOR]); (b) the Error is caused by Licensee's negligence, hardware malfunction or other causes beyond the reasonable control of [LICENSOR]; (c) the Error is caused by third party software not licensed through [LICENSOR]; (d) Licensee has not installed and implemented Maintenance Release(s) so that the Software is a version supported by [LICENSOR]; or (e) Licensee has not paid the Support Services fees when due.

9. Termination of Support Services. [LICENSOR] reserves the right to discontinue the Support Services should [LICENSOR], in its sole discretion, determine that continued support for any Software is no longer economically practicable. [LICENSOR] will give Licensee at least three (3) months prior written notice of any such discontinuance of Support Services and will refund any unaccrued Support Services fees Licensee may have prepaid with respect to the affected Software. [LICENSOR] shall have no obligation to support or maintain any version of the Software or operating system except (i) the then current version of the Software and operating system, and (ii) the immediately preceding version of the Software and operating system for a period of six (6) months after it is first superseded. [LICENSOR] reserves the right to suspend performance of the Support Services if Licensee fails to pay any amount that is payable to [LICENSOR] under the Agreement within thirty (30) days after such amount becomes due.

EXHIBIT B

LICENSEE SUPPORT TO END USERS

FIRST LINE SUPPORT

The following describes Licensee's responsibilities for providing First Line Support to its End Users:

Licensee's Call Coordinator Responsibilities:

 Identifying the End User;

 Verifying support entitlement;

 Recording the support request into a call tracking system; verifying the operational details such as "Case Title", contact information, etc.;

 Accepting a telephonic or electronic support request from the customer; and

 Dispatching the support request to Licensee's Technical Support Operations Team.

Licensee's Technical Support Operations Team Responsibilities:

 Making initial technical contact with the End User;

 Answering product installation, configuration and usage questions;

 Isolating and identifying the problem;

 Providing standard fixes and workarounds to known problems; and

 Gathering initial problem/failure information such as:

a. Case Type (e.g. administration, coding, etc),

b. Severity Level (e.g. Development or Production)

c. Operating system and database information

d. [LICENSOR] Software version and related information, such as:

 For [LICENSOR IP]

Licensee's Tracking & Renewal Responsibilities: Tracking and maintaining a record of the detailed information of the End User, to provide to the Licensee's Technical Support Operations Team. The information shall include:

 End User business & technical contact;

 [LICENSOR] Software & environment information and change history; and

 Support history:

a. Support request date/Resolve date

b. Resolved by Licensee/[LICENSOR], Case Number in [LICENSOR] if [LICENSOR] involved

c. Problem description and related log file or configuration file

d. Resolve Solution

PASS THROUGH SUPPORT

The following describes Licensee's responsibilities for providing Pass Through Support to its End Users:

Licensee's Call Coordinating Responsibilities:

 Open new cases/calls with proper End User and contact information;

 Interpret End User request, create a "Case Title" and assign the case for resolution to the appropriate vendor based on the case type (i.e., operating system, RDBMS, application, hardware, or [LICENSOR] Product); and

 Collect information on the Licensee's value added solution product, case type, severity level, operating system and [LICENSOR] Software version and forward this information to [LICENSOR]'s Customer Support Center.

Licensee's Technical Support Operations Team Responsibilities:

 Make initial technical contact with End User;

 Modify "Case Title" if appropriate;

 Confirm part number, case type, severity level, operating system and [LICENSOR] Software version, and indicate Database Type if appropriate;

 Request additional information from the End User as needed and as appropriate for the [LICENSOR] Software in use, for example:

 In Severity 1 Production Down cases, immediately identify [LICENSOR] Software issues and report them to [LICENSOR]'s Customer Support Center by phone;

 To the extent that the case does not relate to Licensee's Value Added Solution, but rather to [LICENSOR] products, [LICENSOR] shall be responsible for providing the level of [LICENSOR] support to which the End User is entitled; and

 Contact [LICENSOR]'s Customer Support Center to open any cases.

CHANNEL LICENSE AGREEMENT

(continued)

CHANNEL LICENSE AGREEMENT

SUPPORT SERVICES EXHIBIT A