CONFIDENTIAL EVALUATION MASTER AGREEMENT

This Confidential Evaluation Master Agreement ("Agreement") is made as of the _____day of _____ , 20___, by and between Gravic, Inc., having a place of business at 17 General Warren Blvd., Malvern, PA 19355-1245 USA ("Gravic"), and
_____,
having a place of business at _____
_____
_____ ("Recipient").

1. LICENSE: During the term of this Agreement, Gravic grants Recipient a temporary, non-exclusive, non-transferable limited license to use one copy of the software and related documentation (collectively, "Product") listed on each attached Exhibit A, solely for evaluation purposes, for a period as specified in the respective Exhibit A (or if not therein specified, for a period of thirty (30) days after the date of the respective Exhibit A). Each Exhibit A will be sequentially numbered as Exhibit A-1, A-2, etc. There will be no fees charged to Recipient for this limited license. Recipient may only evaluate the Products on the Designated System(s) listed on the applicable Exhibit A. Recipient may not use the Products other than for evaluation of its functionality and operability within Recipient's organization, and may not rent, lease, sell, sublicense, assign, or otherwise transfer the Products. Recipient may not modify, combine, copy, reverse engineer, decompile, or disassemble the Products. Recipient shall comply with all laws applicable to it.

2. CONFIDENTIALITY: The Products are confidential and proprietary to Gravic and/or its licensors. Recipient agrees not to disclose or provide the Products or any information relating to the Products (including the existence of this Agreement or the results of Recipient's evaluation or testing) to any other party without Gravic's prior written consent. Unauthorized use or disclosure of the Products may cause irreparable harm to Gravic, and Recipient agrees that Gravic may seek injunctive relief of any threatened or actual unauthorized use or disclosure of the Products, and Recipient agrees to promptly report any unauthorized use or disclosure to Gravic.

3. PROPRIETARY RIGHTS: Recipient acknowledges that all rights and title in and to the Products are owned exclusively by Gravic and/or its licensors and are protected by United States copyright and patent laws and international treaty provisions. Except for the limited license as expressly provided in Section 1, Recipient obtains no rights with regard to the Products.

4. TERMINATION: Upon termination of any Exhibit A, Recipient shall immediately cease use of and return all copies of the Products covered by such Exhibit A without modification to Gravic. Either party has the right to terminate this Agreement at any time upon fifteen days prior written notice, including without limitation all then outstanding Exhibits A. Recipient agrees that its obligations regarding Gravic proprietary rights and non-disclosure of information shall survive termination of this Agreement. Neither party shall be obligated to enter into any further agreement or license with respect to the Products.

5. WARRANTIES, LIABILITY: In consideration of the Products being licensed by Gravic without charge, Recipient agrees that the Products are provided "AS IS", WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GRAVIC AND ITS LICENSORS FURTHER DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE PRODUCTS IS ASSUMED BY RECIPIENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GRAVIC, NOR ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION CLAIMS FOR LOSS OF DATA, USE OR REVENUES, OR ANY OTHER PECUNIARY LOSS, WHETHER ACTION IS BASED ON TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY, EVEN IF GRAVIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and may not be waived, altered or modified except by written agreement of the parties. In the event any provision of this Agreement is held to be unenforceable, such unenforceability shall not affect any other provision of this Agreement. Each party represents and warrants that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement, the persons executing this Agreement on its behalf have express authority to do so; the execution, delivery, and performance of this Agreement does not violate any provision of any agreement, law or regulation affecting the party; and this Agreement is a valid and binding obligation of such party enforceable in accordance with its terms. In the event of any dispute between the parties, both parties agree to submit the dispute to binding arbitration under the rules of the American Arbitration Association, provided injunctive or equitable relief may be sought in a court of appropriate jurisdiction This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and the United States of America, and any action or arbitration shall be held in the Philadelphia, Pennsylvania metropolitan area. The prevailing party in any such action or arbitration shall be reimbursed by the other party for its reasonable expenses, including attorney's fees, incurred in successfully enforcing this Agreement.

Confidential Master Evaluation Agreement

The parties, intending to be legally bound hereby, have executed this Agreement as of the date first written above.

Gravic, Inc.   **Recipient:**_____

By:_____   By:_____
   Authorized Signature   Authorized Signature

_____   _____
Name (printed or typed)   Name (printed or typed)

_____   _____
Title (printed or typed)   Title (printed or typed)

Attest: _____   Attest: _____

Confidential Master Evaluation Agreement

<div align="center">EXHIBIT A-__</div>

To Confidential Master Evaluation Agreement dated _____, 20___ between Gravic, Inc. and _____ This Exhibit is governed by, incorporated into, and made part of the terms of such Agreement, and all terms used and not otherwise defined shall have the meaning given such terms in the Agreement.

Product(s)	Description
Shadowbase®	Database replication software.
Shadowbase Documentation	User manuals, reference manuals, and technical bulletins.
Shadowbase SOLV	Automatic online database load tool.
Shadowbase Enterprise Manager	Command, control, and monitor GUI.
Option:	
Option:	
Option:	
Option:	
Option:	
Option:	

Designated System(s) upon which Product(s) will be installed for evaluation purposes:

HP NonStop Systems

	System 1	System 2	System 3	System 4
System Type (S86000, etc.)				
System Name				
Site Location				
System Serial Number				
Node Number*				
NSK Version				
# CPU's				
# Active Cores per CPU				

Please attach the output from a SYSINFO tacl command, and the output for a PEEK/CPU 0/ tacl command, for each NonStop node you plan to run Shadowbase on.

* Node number: "#SYSTEMNUMBER \systemname" from TACL

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Windows, Linux, UNIX, AS400, and Open VMS Systems:

	System 1	System 2	System 3	System 4
System Type				
System Name				
Site Location				
# of CPU's				
# Cores per CPU (Leave blank if VM)				
Database Type				
Database Version				
Operating System Version				

	System 5	System 6	System 7	System 8
System Type				
System Name				
Site Location				
# of CPU's				
# Cores per CPU (Leave blank if VM)				
Database Type				
Database Version				
Operating System Version				

Note: For clustered environments, please indicate if the node/system is an active or a passive node/system for database access.

Term of Evaluation License: Until _____, 20___.

Receipt of Exhibit A-___   acknowledged:

Recipient: _____

    By: _____

    Date: _____