CONFIDENTIAL EVALUATION AGREEMENT

This Confidential Evaluation 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: Gravic grants Recipient a temporary, non-exclusive, non-transferable limited license to use one copy of the software and related documentation listed on the attached Exhibit A (collectively, "Product"), solely for evaluation purposes, for a period of thirty (30) days after the date of this Agreement. There will be no fees charged to Recipient for this limited license. Recipient may only evaluate the Product on the Designated System(s) listed on Exhibit A. Recipient may not use the Product 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 Product. Recipient may not modify, combine, copy, reverse engineer, decompile, or disassemble the Product. Recipient shall comply with all laws applicable to it.

2. CONFIDENTIALITY: The Product is confidential and proprietary to Gravic and/or its licensors. Recipient agrees not to disclose or provide the Product or any information relating to the Product (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 Product 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 Product, 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 Product 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 Product.

4. TERMINATION: Upon termination, Recipient shall immediately cease use of and return all copies of the Product without modification to Gravic. Either party has the right to terminate this Agreement at any time upon five days prior written notice. 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 Product.

5. WARRANTIES, LIABILITY: In consideration of the Product being licensed by Gravic without charge, Recipient agrees that the Product is 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 PRODUCT 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 patent 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 its reasonable expenses, including attorney's fees, incurred in successfully enforcing this Agreement.

Confidential 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: _____

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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 (NB54000c, 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, #PROCESSORSTATUS, and the output for a PEEK/CPU 0/ tacl command, for each NonStop node you plan to run Shadowbase on:

      TACL> SYSINFO
      TACL> #PROCESSORSTATUS
      TACL> PEEK/CPU 0/

* 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 the "System Name": For UNIX/Linux Systems issue a "uname –a" command; for Windows systems, under COMPUTER/PROPERTIES, supply the "Computer Name".

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