SITE LICENSE AGREEMENT

This agreement is made between InnoSys Incorporated ("Licensor") and xxxxxxxxxx ("Licensee"). This Agreement will become effective only after it has been accepted and signed by a properly authorized officer of Licensor.

1. Definitions.

"Documentation" means the marketing data sheets and user reference manuals which describe the IATE gateway package.

The "Fee" to be paid by Licensee for the License granted by this Agreement is based upon the number of Terminal Addresses ("TAs") which will be used at the Site and is defined in Schedule A. This Agreement shall not be binding upon Licensor until Licensor has collected the Fee.

"Software" means the xxxxxx version of the IATE gateway package and application programmers interface ("API") configured for use with the xxxxxxxxxxxxxxxxxxx host(s).

The "Site" means the offices of the Licensee located at :
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.

The "Support Coordinator" will be xxxxxxxxxxxxxxxxxx. The "Alternate Support Coordinator" will be xxxxxxxxxxxxxxxxxxxxxxxx.

2. Grant of Rights. Once Licensor accepts and signs this Agreement, Licensor will hereby grant Licensee a non-exclusive license as described in this Agreement to use (and to copy for such use) the Software on all computer systems at the site that are now or in the future owned, leased, or otherwise used by Licensee. There is no limit on the number of computers on which License may use the Software nor to the number of copies of Documentation which License may make. Licensee must reproduce all original copyright notices and claims of confidentiality or trade secrets on all copies of Software or Documentation.   Regardless of the number of copies of Software in use at the site, the total number of TAs supported by the Software shall not exceed the number of TAs for which a license has been obtained.   Licensor may conduct a review of TA usage with the Licensee upon request, but not more frequently than once every six months.

3. Proprietary Rights. The Software is confidential, proprietary information in which Licensor, its authors, suppliers, and/or developers (collectively the "Owners") claim trade secret rights. Affixation of copyright notice(s) and enforcement of Owners' rights under applicable copyright laws is not an admission of the intention to or fact of publication. The Software is protected by copyright laws, and no unauthorized copying or distribution of, or other act with respect to the Software is allowed that would violate those laws. The

Licensee may not modify, reverse engineer, decompile, or disassemble the Software and may not deliver copies to, or sell, rent, lease, or sublicense the Software to, anyone else.

4. Support. Licensee agrees that all product usage and application questions from Licensee's individual users will be directed to the Support Coordinator selected by Licensee. Licensor is not obligated to respond to inquiries from anyone other than the designated Support Coordinator or Alternate Support Coordinator. Licensee agrees that direct support of or contact with the individual users of the Software is beyond the scope of this Agreement.

5. Limited One Year Warranty. Licensor warrants the disks on which the Software is distributed to be free from defects in materials and workmanship and that the Software will perform substantially in accordance with the Documentation for a period of one year.

If the Product fails to comply with the warranty set forth above, Licensor's entire liability and Licensee's exclusive remedy will be replacement of the disk or, at Licensor's option, Licensor's reasonable effort to make the Product meet the warranty set forth above.   If Licensor is unable to make the Product conform to the above warranty, Licensor, at its option, will refund all or a fair portion of the Fee paid for this license.

LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE.

6. Extended Warranty. Licensee agrees to execute and annually renew an Extended Warranty Agreement with Licensor throughout the Term of this Site License.

7. General. This Agreement is the entire agreement between Licensor and Licensee concerning the Software. This Agreement may not and cannot be assigned or transferred, in whole or in part, by Licensee, and Licensee agrees that the terms and conditions of this Agreement constitute confidential proprietary information of Licensor and Licensee agrees not to use this Agreement or its terms or conditions for any commercial purpose of Licensee or others, and agrees not to disclose its terms to anyone other than those employees of Licensee having a need to know in connection with the execution, delivery, and administration of this Agreement. This License can only be modified by a properly signed written agreement. This License shall be governed by and construed under the laws of the State of California. Either party may bring suit under this Agreement in the State of California. The prevailing party in any legal action to enforce this Agreement shall be entitled to reasonable attorneys' fees and costs. Licensor may terminate this Agreement and the License granted hereby if Licensee breaches this Agreement.

Signed and effective as of the xxxx day of xxxxxxxxx, 20 xx .

_____   InnoSys Incorporated
(Licensee)   (Licensor)

By: _____   By: _____

Name: Name:
Title: Title:

Schedule A

The fee for the site license is determined by the following formula:
   $xx,000 for first 200 TAs
   Add $xxx per TA for TAs 201 through 1000
   Add $xx per TA for TAs 1001 and above

Given that the total number of TAs licensed under this site license is xxx TAs, the fee for the site license is xxxxxxxxxxxxxxxxxxxxxxxxxxxx dollars ($xxxxxxxxxxx), plus any applicable sales tax.

This schedule may be amended at any time by the mutual consent of Licensor and Licensee.

Amended Schedule A

InnoSys Incorporated ("Licensor") and xxxxxxxxxxxxxxxxxxx ("Licensee") agree to amend Schedule A of their Site License Agreement, dated xxxxxxxxxxx, 19xx as follows:

The fee for the site license is determined by the following formula:
   $xx,000 for first 200 TAs
   Add $xxx per TA for TAs 201 through 1000
   Add $xx per TA for TAs 1001 and above

The number of TAs licensed under this site license is being increased by xxxx TAs, resulting in a new total of xxxxxx TAs.

The additional fee for the site license is xxxxxxxxxxxxxxxxxx dollars ($xxxxxxxxx), plus any applicable sales tax.

This schedule may be amended at any time by the mutual consent of Licensor and Licensee.

Signed and effective as of the xxxx day of xxxxxxxxxxx, 20xx .

_____   InnoSys Incorporated
(Licensee)   (Licensor)

By: _____   By: _____

Name: Name:
Title: Title: