TRIAL LICENSE AGREEMENT

THIS TRIAL LICENSE AGREEMENT ("Trial Agreement") by and between ENTERPRISE SYSTEMS ASSOCIATES, Inc. ("Licensor"), a Florida. Corporation,   and

_____("Customer")
establishes a license for Customer to evaluate the "Software" and related "Documentation", checked below,

[ ] BCV4™, BCV5™, BCV6™ - Fast Db2® z/OS®
    Clone/Copy/Refresh. IceBox, Masking & Reduce
[ ] BPA4DB2™ -   BufferPool Advisor/Monitor/Alert
[ ] SQLQC™ -   SQL, Dynamic SQL Performance
                Analysis & Quality Control
[ ] DBARS™ -   Db2 Auditing and Security

[ ] XDM™ Test Data Mgmt, Masking, Copy for Db2 LUW,
    Oracle®, SQL Server®, Db2 z/OS, et.al.

[ ] ICPU™ - Inspect/Improve CICS Applications CPU use
[ ] XM4DB2™ - DB2 Exception Monitor/Analysis
[ ] ULT4DB2™ - DB2 Log Analyzer/Undo//Propagate

at its own central site located at: _____ ("Address")

             _____

on Machine Model _____ with CPUID / serial number _____ .

1.   License. Licensor hereby grants to Customer a non-exclusive, nontransferable, royalty free license to use the Software from the date of delivery for a period of **thirty (30) days**, ("Trial Period"). Customer agrees that the Software will be used solely for the purpose of evaluation or proof-of-concept and for Customer's decision to enter into a license agreement to use the Software in its business, and not for any other purpose.

2.   Disclaimer of Warranties. Licensor does not warrant that the use of the Software and Documentation will be uninterrupted or error free. THE SOFTWARE HEREIN IS LICENSED "AS IS" AND, LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.   The entire risk as to the quality and performance of the Software is with Customer. Customer acknowledges that it is not relying on Licensor's knowledge or expertise with respect to Software's compatibility with the equipment.

3.   Limitation of Liability.   LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR DIRECT, INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.   Confidentiality and Limitation on Use. The Software, including all copyrights and other property rights embodied therein or appurtenant thereto, is the sole and exclusive property of Licensor or its supplier or vendor, and is considered to be a valuable trade secret. Customer agrees not to sell, sublicense, transfer, publish, disclose, display or otherwise make it available to others. Customer's obligation of confidentiality hereunder shall survive the expiration of the Trial Period or the termination of the time during which the Software and Documentation are in Customer's possession. Decompilation, disassembly, or reverse engineering of the Software is prohibited.

5.   Termination. Unless Licensor and Customer enter into a mutually acceptable License Agreement(s) governing the rights and obligations of the parties with respect to the Software, the license granted hereunder shall terminate automatically at the end of the Trial Period, and upon such termination, Customer shall delete all copies from computer libraries and return all tapes, CDs and copies of the Software and Documentation to Licensor.
       Upon completion of the evaluation, Customer agrees to share with the Licensor the results of the evaluation in written form. An attached form or standard customer evaluation report will help parties evaluate the success of the product(s) for the given trial/evaluation purpose.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Trial License Agreement as of the dates indicated below.

ENTERPRISE SYSTEMS ASSOCIATES, INC.   CUSTOMER _____

BY: _____   BY: _____

Printed Name: _____   Printed Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

ESAi Product Evaluation Results
(Please attach the results of your standard Evaluation Report)
For an Editable version of this report click http://www.esaigroup.com/eval.doc

Customer _____

City, State, Country _____

Phone _____ Fax _____

Start Date _____ Planned Completion _____

Evaluation Team / Criteria

Evaluation Team   _____E-mail _____

 (Name & Titles   _____E-mail _____

                            _____E-mail _____

Project (what business issue will this product help solve?)   Budgeted/Justified?_____

_____
_____
_____

Test Plan   Which Product capabilities were tested?

                  _____
                  _____
                  _____
                  _____

                  What problems did you encounter?

                  _____
                  _____
                  _____
                  _____

                  What did you like about the product?   Please share speed and data volume achieved?

                  _____
                  _____
                  _____
                  _____

                  What did you dislike?   How can we make it better?

                  _____
                  _____
                  _____
                  _____

With a positive evaluation outcome, what will be the next step and how quickly is that likely to happen? (when will you purchase the software?)

_____

Who else is involved in the decision process and from what departments?

_____

_____

Responsible Manager/Title_____

Manager Ph _____ E-mail _____

PLEASE attach your standard Evaluation report so we can make the product even better.