LICENSE AGREEMENT FOR MXG ® SOFTWARE

This agreement is made by and between Merrill Consultants, 10717 Cromwell Drive, Dallas, Texas 75229-5112, hereafter referred to as "Merrill," for the license to use and the support of MXG Software by:

Company_____
(hereafter referred to as "Customer"), to be executed only at, and only using data records that are created at the site(s) address(es) identified below.
Now, therefore, for an in consideration of the mutual promises and covenants contained herein, the parties do hereby agree that:

1. Support:
Merrill agrees to provide continuous product support for MXG in the following areas:
a. Error conditions: When error conditions (i.e., the SAS® execution of MXG code produces either a return code or an ABEND) are the results of errors in MXG Code, they will be corrected.
b. Data format and content changes: When the format and content of raw data records which are processed by MXG Software change as a result of vendor changes in the operating system and sub-systems which create these records. Merrill agrees to provide for the continued compatibility of MXG.
c. Enhancements to MXG will be provided to Customer. Merrill maintains the right to determine the nature and scope of such enhancements.

2. Administrative Procedures:
a. General: Support is directed toward the identification and corrections of general error conditions in MXG Software, additions due to changes in the format of the data records processed by the MXG Software, and new modules for additional data records and reports. MXG Software is source code.
b. New Versions: New versions of MXG Software are a complete replacement software library that is sent to Customer in a machine-readable form, and are the primary support mechanism. New versions are scheduled as required by changes and enhancements, and are normally received via ftp download.
c. Temporary Changes: Between versions of MXG Software, corrections, changes and enhancements may be provided to Customer in an email or via ftp, upon request from Customer.
d. Documentation and Newsletters: MXG Technical Newsletters may be sent periodically as printed matter, or may be available only electronically via email or from the MXG homepage, www.MXG.com. All MXG documentation including all newsletters, all changes, installation instructions, table of which MXG version supports which products, etc. are all contained in the MXG Software (source) library. Notification of software versions and critical problems are on our homepage and posted to our MXG-L ListServer.
e. Method of Shipment: MXG Software is ONLY electronically distributed by ftp download via emailed instructions sent to the Technical email address, or can be requested at http://www.mxg.com/SoftwareDownloadRequest.
f. Consulting Service: Limited telephone or written consultation for non-error conditions will be available to Customer personnel who have access to the MXG Source Library and have attended the SAS Basic Course, or have an equivalent working knowledge of the SAS System, but only at the discretion of Merrill.

3. Terms:
This agreement shall be effective for a period of one (1) year from the date of acceptance and execution by Merrill. Thereafter, the agreement shall automatically renew upon payment of renewal invoice unless written notice of termination has been given by either party.

4. Charges:
a. The annual fee for this site license shall be $3500, GBP 2800, EUR 3500
b. Any invoice issued to Customer under this agreement is due and payable within 60 days of its receipt by Customer.
c. Invoices must be paid exactly as issued. Customer shall be responsible for all other federal, state, municipal and other government excise, sale, use, customs, value added, or other taxes, fees or duties now in force or enacted in the future, except for taxes measured by Merrill's net income.
d. Renewal invoices will be issued approximately 60 days in advance of the current license termination date. Payment of the renewal invoice prior to the termination date of the current license constitutes renew of this License to use MXG Software. Non-payment by that date constitutes cancellation of this Agreement and your license to use MXG Software.
e. If Customer requires Purchase Order Number or Contract Number to be printed on Invoice, Customer must provide same 75 days prior to end of term. In the event of any conflict between Customer Purchase Order/Contract and this Agreement, this Agreement shall control.
f. Payment can be made via wire transfer to our bank, or with an international money order, or an item that is clearable through the Federal Reserve System of the U.S., or via ACH or other acceptable electronic payment transfer. We do accept credit cards.

5. Customer Acknowledgement:
Customer acknowledges that MXG Software and MXG Newsletters, are protected by copyright and constitute a valuable asset of Merrill. Customer is hereby permitted to make copies at this site for the purposes of normal execution, use, maintenance and archival for this site. Archived copies for backup may be stored off site. MXG Software may be executed at the emergency backup site for disaster testing or actual disaster. Customer agrees NOT to copy, publish, display or otherwise make available to any other person any of the copyrighted material without the written consent of Merrill. Customer's obligations under Article 5 shall survive any termination or expiration of this Agreement. Customer acknowledges that MXG Software is licensed for use at a single physical site address, or "data center". For this purpose, a data center is defined as a single copy of MXG Software (Stored in a single disk device) that is executed only on processors connected to that disk device. The MXG Software is to be executed ONLY at the licensed site, and only for the analysis of data created at that site, and ONLY for presentation of results to the Customer exercising control over that site. The execution of MXG Software as an execution service (i.e. Customer using MXG to process another company's data, or Customer using MXG to process data which was created at a different data center, or Customer using MXG to process client's data, or Customer using MXG for consulting services based on MXG, or executing MXG Software against input data transmitted from a different physical data center) requires a separate Addendum to this agreement. MXG Software does not check hardware serial numbers. The fee does not depend on the number of processors, nor their speed, nor model, nor manufacturer, nor operating system.

6. Liability;
Except as set forth in Article 7, Merrill's liability in contract, tort or otherwise arising from or in connection with the Agreement, or Merrill's performance hereunder, shall not exceed the fees paid in the past year to Merrill by Customer. In no event, shall Merrill be liable for special or consequential damages arising from or in connection with Merrill's performance hereunder. No obligation or liability, except in the event of Merrill's negligence or intentional wrongdoing, shall arise from Merrill's rendering of technical or other advice or service in connection with this Agreement.

7. Patent and Copyright Indemnification:
Merrill shall defend or, at its option, settle any claim or proceeding brought against Customer to the extent that is based on an assertion that the material provided hereunder constitutes an infringement of any patent, copyright, or trade secret and shall indemnify Customer against all costs, damages, and expenses which result from any such claim, provided that Customer notifies Merrill promptly in writing for any such claim or proceeding and gives Merrill full and complete authority, information, and assistance to defend such claim or proceeding, and further provided that Customer gives Merrill sole control of the defense of any such claim or proceeding and all negotiations for its compromise or settlement.

8. Money-back Guarantee:
If you are not satisfied with MXG Software, you have 60 days after Merrill signs this Agreement to return the Software for full refund of the first-year fee and cancellation of this Agreement. Customer must communicate in writing that MXG Software has been removed from Customer's system, and must return all material (MXG Software tape, and MXG Newsletter, etc.), and must explain the technical reasons why MXG failed to meet Customer expectations. Merrill will acknowledge cancellation in writing.

9. General:
This agreement sets forth the entire agreement to understanding of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings related thereto. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by the parties. The failure of either party at any time (or times) to require performance of any provision thereof shall in no manner affect the right at a later time to enforce such provision. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforce-ability shall not affect any other provisions contained in this Agreement.

CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS CONTAINED HEREIN

CUSTOMER _____

Typed Name _____

Signature_____

Title_____

Date_____

MERRILL CONSULTANTS

Typed Name   Herbert W. "Barry" Merrill, PhD

Signature

Title   President-Programmer

Date_____