

Services Agreement

This Services Agreement ("Agreement") is made and entered into this _____ of _____, 2010, ("Effective Date") by and between **FEDERAL HOME LOAN BANK OF CHICAGO**, a United States corporation, with its principal place of business at 200 E. Randolph Drive, Chicago, Illinois 60601 ("Bank") and **METRICSTREAM, INC.** ("Company"), a Delaware corporation, with its principal place of business at 2600 East Bayshore Road, Palo Alto, California 94303.

WHEREAS, Bank and Company have entered into a Software License Agreement, dated _____ ("License Agreement") and a Hosting Agreement, dated _____ ("Hosting Agreement").

WHEREAS, Bank desires to engage the professional or consulting services of Company related to the Company Software ("Services") for use in its business as set forth herein and Company desires to provide such Services to Bank. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the License Agreement or Hosting Agreement.

NOW, THEREFORE, in consideration of the premises and covenants and agreements herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, Bank and Company covenant and agree as follows:

1. Consulting Services; Fees

1.1 Services. Subject to the terms and conditions of this Agreement, Company agrees to deliver to Bank the Services as described in one or more Statement(s) of Work, as may be amended from time to time (referred to herein as "Statements of Work" or "SOWs") that may be prepared, agreed upon and signed by both parties during the term of this Agreement. A Statement of Work shall be in substantially the form attached hereto as Exhibit 1.

1.2 Fees; Expenses; Rates. Bank will pay Company the fees, rates, compensation and other amounts on a time and material basis according to the rates set forth in the applicable SOW. Except as otherwise agreed to in a SOW, Bank will reimburse Company for all reasonable expenses incurred by Company in the performance of the Services and the delivery of any Deliverables (as defined in Section 2.1 below), including, but not limited to, travel and lodging expenses; provided, however, Company must receive prior approval from Bank for all travel and lodging expenses. Company must provide Bank with copies of receipts or other appropriate documentation for all expenses.

Company shall be responsible for the payment of any and all federal, state and local income taxes that may arise out of its performance of the Services.

1.3 Change in Scope. If Bank requests an expansion of the scope of Services under a SOW, an amendment to the SOW will be prepared by Company and signed by both parties. If Company requests a change in the scope of Services under a SOW, Company shall bring such requested change to the Bank's attention and Bank shall determine whether such change in scope of Services is acceptable. If such change in scope of Services is acceptable to Bank, an amendment to the SOW will be prepared by Company and signed by both parties.

1.4 Estimates. Unless otherwise specified in the applicable SOW, Company will perform the Services on a time-and-materials basis. Company shall provide Bank with an estimated fee on each

SOW. This is Company's good-faith estimate of the amount the Services will cost, but is not a fixed fee. Company does not guarantee the Services will be completed for such amount. The actual cost will be based on the actual time spent by various Company personnel assigned plus expenses incurred, and may be more or less than the estimate. Weekly, Company will provide Bank with a status report of all activities being performed as specified in each SOW. This status report will include, but is not limited to, reporting on a percentage of actual work performed to date, a comparison of expenses and fees incurred to estimated fees within the applicable SOW, and reporting of any impediments that could negatively affect the timely completion of work as specified in the SOW.

1.5 Payment. Unless otherwise specified in a SOW, Company shall submit invoices to Bank monthly and Bank will pay Company within thirty (30) days of receipt of invoice. Bank will provide Company with a certificate or other evidence of tax exemption, if requested by Company. Any amount not paid when due will bear interest at the rate of one and one-half (1.5%) percent per month or the maximum rate permitted by applicable law, whichever is less. Notwithstanding the foregoing, if Bank has a bona fide dispute as to the amount of any invoice, Bank shall pay Company when due the undisputed portion of the invoice and both parties agree to work diligently to resolve the dispute. Bank shall not be responsible for late fees incurred as a result of such dispute.

1.6 Staffing. Company will provide fully qualified personnel ("Resources") with a varying range of experience to perform Services for Bank under the SOWs. Resources shall be assigned to perform Services appropriate to their individual abilities. Bank may make reasonable requests for the removal and replacement of an individual and Company shall use commercially reasonable efforts to replace such individual with a mutually agreed upon substitute resource within a reasonable time. With Bank's prior approval (which shall not be required in the case of the termination of employment with Company, whether voluntary or involuntary, of any particular Resource), Company may replace any Resource with a fully qualified Resource acceptable to Bank.

2. Proprietary Rights

2.1 Deliverables. The parties grant to each other the rights as specified in this Section 2, subject to the provisions of Section 11 below. Regardless of the type of Deliverable, as defined herein, to the extent the Deliverables contain any Confidential Information, Proprietary Item(s), and/or Third-Party Product, such Confidential Information, Proprietary Item(s), and/or Third-Party Product will continue to be subject to the terms and conditions of this Agreement, except as necessary to be consistent with the ownership rights granted herein. For purposes of this Agreement, "Deliverable" means all right, title and interest in and to any programs, systems, data or materials created or prepared by Company for Bank under this Agreement; and "Third-Party Product" means any products, methodologies, tools, materials, computer programs, architecture, design specifications, flowcharts, or software (including, without limitation, any object code, source code, tool, utility or template), or other tangible or intangible item licensed or otherwise acquired by Company or Bank from a third party.

2.1.1 Rights in Deliverables. Unless otherwise specified in writing and signed by both parties, the Deliverables shall be the sole property of Bank and shall be considered "works made for hire," as that term is defined in the Copyright Act of 1976, as amended. In the event such work product shall be deemed not to constitute a work made for hire, or in the event that Company should otherwise, by operation of law, be deemed to retain any rights therein, Company does hereby assign to Bank, exclusively and perpetually, all right, title and interest throughout the world in and to all such work product. Bank shall have the sole and exclusive rights to all patent rights and

copyright rights associated with such work product.

2.1.2 Rights in General Services Deliverables.

(a) Bank acknowledges that from time to time Company develops certain reusable computer software, techniques, information, training material and documentation ("GS Deliverables" as defined herein). As set forth in this Agreement, "GS Deliverables" means general services deliverables involved in the installation and implementation of Company or third party developed software; general education and training services; general consulting and management expertise for a particular subject, or systems level code that does not include any user interface or business logic developed for or specific to the Bank.

(b) Notwithstanding Section 2.1.1 above, GS Deliverables are Company's proprietary information and intellectual property and shall not be considered "works made for hire" for the Bank. GS Deliverables may be incorporated into the work done by Company for Bank by prior agreement of the parties. Company shall identify any GS Deliverables in the applicable SOW. Company agrees to use reasonable efforts to identify such GS Deliverables prior to the execution of the applicable SOW. Nevertheless, the parties agree that Company may request amendment of a SOW if a GS Deliverable is identified following commencement of work under such SOW, and the parties shall use reasonable efforts to reach agreement on the classification and, if applicable, the inclusion of such GS Deliverable in the applicable SOW. Company grants Bank a non-exclusive, perpetual, irrevocable right and license to use those GS Deliverables incorporated into the Deliverables developed for Bank. Subject to the foregoing license, Company retains all rights to the GS Deliverables for any future use. Bank shall protect the GS Deliverables according to the policies and procedures Bank uses for its own similar proprietary information and intellectual property.

2.2 Company Proprietary Items. Company's processes, including but not limited to Company's methodology, procedures, strategies, trade secrets, know how, ideas and expertise used by Company and its employees and/or approved subcontractors in providing the Services, are not included in any Deliverable and Company retains all right, title and interest in and to such processes, including all intellectual property rights pertaining thereto. In addition, Bank will have or obtain no rights in any Company Proprietary Items (or in any modifications or enhancements to them) other than (a) to use them as authorized by Company in writing from time to time solely in connection with the Services or Deliverables provided by Company under this Agreement; or (b) to the extent the Company Proprietary Items are incorporated into any Deliverable, Company hereby grants to Bank a nonexclusive, perpetual, world-wide, paid-up right and license to use, copy, modify and prepare derivative works of such Company Proprietary Items for purposes of the business of Bank; provided, however, to the extent the Company Proprietary Items are identified assets of Company, rather than programming shortcuts, subroutines or similar tools, Company shall obtain written approval from Bank before incorporating any Company Proprietary Items into any Deliverable. For purposes of this Agreement, "Company Proprietary Items" means any work, materials, or other tangible or intangible property proprietary to Company and/or used by it in the course of its performance under this Agreement or any SOWs and that is (i) not a Deliverable, (ii) developed independently of this Agreement, including pre-existing materials; or (iii) designated as a Company Proprietary Item. Inclusion of any Company Proprietary Item in a Deliverable does not change its character as a Company Proprietary Item.

2.3 Bank Proprietary Items. Bank's processes, including but not limited to Bank's methodology, procedures, strategies, trade secrets, know how, ideas and expertise provided by Bank to Company in the performance of Services by Company, are not included in any Deliverable and Bank retains all right, title, and interest in and to such processes, including all intellectual property rights pertaining

thereto (“Bank Proprietary Items”). In addition, Company will not have and will not obtain any rights in any Bank Proprietary Items (or in any modifications or enhancements to them) other than to use them as authorized by Bank in writing from time to time solely in connection with the Services or Deliverables provided by Company under this Agreement. Company shall return all Bank Proprietary Items to Bank if the use of such Bank Proprietary Items is discontinued by Bank.

3. **Delivery; Warranty**

3.1 Delivery. Delivery of the Deliverables will be made as specified in the applicable SOW. (a) All software work products provided to Bank will be deemed accepted upon installation of the Deliverables into Bank’s production environment, and (b) all non-software work products will be deemed accepted twenty (20) business days after final submission to the Bank and the Bank has not provided written notice to the person designated by Company in the applicable SOW as the contact person (“Contact Person”) (written notice shall include electronic mail) identifying specifically any basis for not accepting the non-software work product.

3.2 Warranty. Company warrants that: (a) the Services will be performed in a good and workmanlike manner; and (b) the Deliverables will perform in all respects with the applicable specifications as set forth in the SOW

3.3 Authority to Enter into Agreement. Company warrants it has full power and authority to enter into and perform this Agreement.

3.4 No Warranty. Company does not provide any warranty or representation whatsoever regarding software code not created by Company with which the Company Software will interface nor the databases to which the Company Software may be applied.

4. **Limitation of Warranty**

WITH THE EXCEPTION OF THE EXPRESS WARRANTIES SET FORTH IN SECTION 3, COMPANY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES.

5. **Responsibilities**

5.1 Bank Responsibilities. Bank agrees to provide the resources, perform those tasks and fulfill those responsibilities specified in the “Bank Responsibilities” section of the applicable SOW as well as those specified in Sections 5.3 and 5.5 below. The SOW may also contain assumptions related to the Services. Bank understands that Company's performance is dependent on Bank's timely and effective performance of Bank’s responsibilities hereunder and in the SOW(s) and timely decisions and approvals by Bank.

5.2 Company Responsibilities. Company will perform those tasks and fulfill those responsibilities specified in this Agreement and/or any SOW. Company understands that its performance of Services shall be completed in a timely manner and that any testing required to ensure the Deliverables meet the specifications set forth in this Agreement and/or any SOW shall be completed by Company prior to Company delivering the Deliverable to Bank unless otherwise specified in the applicable SOW.

5.3 Provision of Documentation. If Bank, including its subcontractors and third party vendors, is responsible for developing or providing documentation, materials and assistance to Company in connection with the Services, Bank agrees to do so in a timely manner. Company shall not be responsible for any delays in completing its assigned tasks, or associated increases in the estimated fees, to the extent that they result from Bank's (including its subcontractors' and third party vendors') failure to provide such timely documentation, materials and assistance.

5.4 Cooperation. Bank and Company mutually agree to cooperate to see that the Services specified in the SOW are successfully completed.

5.5 Third Party Vendors. Bank represents and warrants to Company that Bank has obtained permission from any third party vendor, if necessary, for both Bank and Company to access and use Bank's system, the data on it and all hardware and software components included in it for the purpose of providing the Services. If Bank does not already have such permission, it is Bank's responsibility to obtain it, at Bank's expense, before Bank asks Company to perform the Services. Company represents and warrants to Bank that it has obtained permission from any third party vendor, if necessary, to provide the Services contemplated herein. If Company does not already have such permission, it is Company's responsibility to obtain it, at Company's expense, before Company performs the Services.

6. **Limitations of Liability**

6.1 Limitation of Liability. Company's liability with regard to any Services, Deliverables, or any other items furnished under this Agreement or any SOW will not exceed the compensation paid, including any due and owing, by the Bank to Company for the applicable Statement of Work.

6.2 No Consequential Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY TYPE, INCLUDING BUT NOT LIMITED TO SPECIAL DAMAGES OR LOSS, LOST PROFITS OR SAVINGS, OR LOST DATA, ARISING OUT OF OR IN CONNECTION WITH: (a) THIS AGREEMENT OR THE SERVICES RENDERED UNDER ANY SOW; (b) THE USE OR INABILITY TO USE THE SERVICES; OR (c) THE RESULTS OR OPERATION OF ANY SYSTEM RESULTING FROM IMPLEMENTATION OF ANY RECOMMENDED PLAN OR DESIGN, EVEN IF ONE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE AND EVEN IF ONE PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

6.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY COMPANY TO BANK AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 6 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

7. **Indemnification**

7.1 Bank Indemnification. Bank agrees to defend, indemnify and hold harmless Company from and against any and all claims, suits, liabilities, judgments, losses, damages, fines, costs and expenses (including reasonable attorneys' fees and expenses) ("Losses") resulting from any claim, suit or demand by any third party arising from (a) Bank's failure to obtain permission for Company to access and use Bank's systems (including but not limited to hardware, software, utilities, databases and their contents and all other components) that Bank asks Company to work on; (b) Bank's failure to obtain the appropriate license or other intellectual property rights necessary to permit Company to perform the Services; and (c) the effect, if any, on Bank's third-party product warranties caused by having Company perform service on such third-party products; (iv) injuries to or deaths of persons caused by Bank, or (v) Bank's breach of the confidentiality provisions contained herein, except to the extent such Losses are proximately caused by the negligence or intentional misconduct of Company. Company agrees to provide Bank with written notice of any such third party claim or suit and reasonable cooperation in the defense of any such claim or suit. Bank shall have complete control over the defense and settlement of any such claim or suit. Bank will defend such claim or suit at its expense and will pay any costs or damages that may be finally awarded against Company.

7.2 Company Indemnification. Company shall defend, indemnify and hold harmless Bank from and against any and all Losses resulting from any claim, suit or demand by any third party arising from (a) infringement of an intellectual property or other proprietary right of any third party arising from any act by Company or Bank's exercise of the rights granted hereunder; (b) injuries or deaths of persons caused by Company; (c) a claim that Bank is the statutory employer of any of Company's principals, employees, or contractors for purposes of taxation or workers' compensation, or (d) Company's breach of any of the confidentiality provisions contained herein, except to the extent such Losses are proximately caused by the negligence or intentional misconduct of Bank. Bank agrees to provide Company with written notice of any such third party claim or suit and reasonable cooperation in the defense of any such claim or suit. Company shall have complete control over the defense and settlement of any such claim or suit. Company will defend such claim or suit at its expense and will pay any costs or damages that may be finally awarded against Bank.

8. Confidentiality

8.1 Definition. "Confidential Information" shall mean all information disclosed by a party ("Discloser"), whether of a technical, business or other nature relating to that party's technology, research, product development strategy and activity, marketing plans and strategy, corporate assessments and strategic plans, pricing, financial and statistical information, accounting information, employees, contractors, identity of suppliers, software systems, services, processes, formula inventions, discoveries, policies, guidelines, procedures, practices, disputes or litigation. The foregoing list is given by way of example and is not intended to be all-inclusive. Confidential Information shall also include all nonpublic personal information (as that term is defined in the Gramm-Leach-Bliley Act) and all similar categories of information defined under other applicable privacy laws ("Nonpublic Personal Information"). Confidential Information does not include any information that (a) was known to the recipient of the Confidential Information ("Recipient") prior to receiving the same from the Discloser in connection with this Agreement; (b) is independently developed by Recipient without reference to the Confidential Information of the Discloser; (c) is acquired by the Recipient from another source without restriction as to use or disclosure; or (d) is or becomes known to the public through no fault or action of the Recipient.

8.2 Confidential Information. Except for any license or other right expressly granted under this

Agreement and/or any SOW, each party reserves any and all right, title and interest (including, without limitation, any intellectual property rights) that it may have in or to any Confidential Information, as defined in this Section 8. Recipient agrees that the Confidential Information is of critical importance to the Discloser and agrees to keep all Confidential Information confidential whether or not such information is marked or designated as confidential. Recipient further agrees to comply with all applicable privacy laws with respect to Confidential Information which constitutes Nonpublic Personal Information. The Recipient will protect Confidential Information of the Discloser against any unauthorized use or disclosure to the same extent that the Recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure. The Recipient will use any Confidential Information of the Discloser solely for the purpose for which it is provided by the Discloser.

This Section will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with any Recipient's performance of its obligations or exercise of its rights under this Agreement or any SOW or any other agreement between the parties; (b) any use or disclosure required by applicable law, provided that the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof so as to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure; or (c) any use or disclosure made with the consent of the Discloser. In the event of any breach or threatened breach by Recipient of its obligations under this Section, the Discloser will be entitled to injunctive relief and other equitable relief to enforce such obligations.

9. Termination

9.1. Term. This Agreement shall remain in effect until _____, or until completion of the various SOW(s) issued hereunder, or as provided hereunder.

9.2 Termination without Cause. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party.

9.3 Termination with Cause. Either party may terminate this Agreement or any SOW if the other party is in material breach or default of any obligation hereunder, which breach or default is not cured within fifteen (15) days of written notice from the other party. Notwithstanding the foregoing, if the breach or default is such that it cannot be cured, including but not limited to, the defaulting party entering or being forced into bankruptcy or liquidation, the nonbreaching party has the right to terminate the Agreement, Services, and/or SOWs immediately.

9.4 Termination for Lack of Payment. If Bank fails to perform any payment obligations hereunder, and such failure remains unremedied for fifteen (15) days after notice of such failure by Company, Company may suspend its performance of any SOW(s) until payment is received or terminate this Agreement and any SOW(s) upon written notice.

9.5 Payment of Accrued Fees Upon Termination. Upon any termination of this Agreement or any SOW, Bank shall pay all of Company's unpaid fees and out-of-pocket expenses described in Section 1.2 above accrued through the effective date of such termination.

9.6 Effect of Termination. If the Agreement and/or any SOW is terminated pursuant to this Section 11, then: (a) the parties will cooperate to effect an orderly, efficient, effective and expeditious

termination of the parties' respective activities under the terminated Agreement and/or SOW; (b) Company shall promptly return to Bank any and all Bank Proprietary Items and any copies of such items or products delivered by Bank to Company under the terminated Agreement and/or SOW and deliver to Bank a written certification of such return signed by an officer of Company; (c) upon payment by Bank of all fees due for work performed, Company shall promptly deliver to Bank the balance of all software work products and all other non-software work products being produced by Company under the terminated Agreement and/or SOW and deliver to Bank a written certification of such return signed by an officer of Company; (d) Company will have no obligation to perform any Services under the terminated SOW after the effective date of the termination; (e) any and all liabilities accrued prior to the effective date of the termination will survive; and (f) the parties' respective rights and obligations under Sections 1.2; 1.3; 1.5; 2; 6; 7; 8; 9.6; and 11 of this Agreement will survive such termination of the Agreement and/or SOW.

10. Notices

All notices provided for herein shall be in writing and may be given or served by (a) depositing the same in the mail, postage prepaid, registered, or certified with return receipt requested, and addressed to the party's representative, whose name and address appears below; or (b) telex, facsimile, telegraph, telecopy, or other written telecommunication medium (which shall require evidence of hard copy confirmation to be effective in the event of any dispute regarding the giving of notice) to the party's representative named below. Each party can change its respective designated representatives, or its address, by providing written notice to the other.

If to Company:

MetricStream, Inc.
2600 East Bayshore Road
Palo Alto, CA 94303
Attn: Bill William.

If to Bank:

Federal Home Loan Bank of Chicago
200 E. Randolph Drive
Chicago, IL 60601
Attn: Audit Department

11. Miscellaneous

11.1 Governing Law/Attorney Fees. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

11.2 Independent Contractor. Company is an independent contractor. Neither party will consider the other its agent or representative. Bank will not be responsible for paying benefits or employment

taxes for the Company's employees who perform the Services, and they will not be considered Bank's employees. Company is solely responsible for determining the method and means by which it will accomplish the Services and otherwise fulfill its obligations hereunder.

11.3 Entire Agreement. This Agreement and any SOW(s), including all attachments and exhibits thereto, is the complete agreement between the parties. Modifications must be in writing and signed by both parties.

11.4 Books and Records. Bank or its representatives shall have access to and the right to examine during regular business hours on at least three (3) business days prior written notice, and Company agrees to keep and maintain, any directly pertinent books, documents, papers and records of Company involving transactions related to this Agreement for two (2) years after the completion of the Services to which such records relate.

11.5 Assignment. Neither party may assign this Agreement, in whole or in part, without the express written consent of the other party.

11.6 Severability/Waiver. If any provision of this Agreement proves to be or becomes invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

11.7 Force Majeure. If circumstances beyond the control of a party shall temporarily make it impossible for it or both of them to perform their obligations under this Agreement, then the principals of force majeure shall apply and the rights and obligations of the parties will be temporarily suspended during the force majeure period to the extent that such performance is reasonably affected thereby; provided, however, that the party uses best efforts to promptly overcome or mitigate the delay or failure to perform. Bank's failure to provide timely documentation, materials and assistance to Company in performing its Services may be a force majeure with respect to Company.

11.8 Surviving Sections. Whenever the context requires, any commitment or obligation provided for in this Agreement shall survive termination or expiration hereof.

11.9 No Third-Party Beneficiaries. This Agreement is for the benefit of, and will be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming to be a third-party beneficiary of this Agreement or any of the transactions contemplated by this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate originals as of the dates below, with effect as of the Effective Date.

MetricStream, Inc.

Federal Home Loan Bank of Chicago

By

By

(Print Name)

(Print Name)

Title

Title

Date

Date

Exhibit 1

CONSULTING SERVICES **STATEMENT OF WORK: Project Name** **EFFECTIVE DATE: mm-dd-yyyy**

The parties, MetricStream, Inc. ("Company") and Federal Home Loan Bank of Chicago (the "Bank"), agree that the terms of this Statement of Work shall be subject to the terms of the Services Agreement between the parties, effective ____ (the "Agreement"). In the event of a conflict between the terms of the Agreement and the terms of this Statement of Work, the terms of this Statement of Work shall control. This Statement of Work shall have effect from ____ (the "Effective Date").

SCOPE OF WORK:

This Statement of Work defines the _____ Company will provide to the Bank for the following applications ("Services"):

APPROACH:

The following approach(es) will be followed by the Bank and Company to discover, specify, plan, construct, test, and deploy work covered under this Statement of Work:

DELIVERABLES:

This Statement of Work is designed for the [Project Name]. The project Deliverables created as a result of the Services under this Statement of Work, will be categorized as Deliverables under section 2.1.1 of the Agreement. For purposes of understanding, these Deliverables are not general services deliverables, defined as "GS Deliverables" in Section 2.1.2 of the Agreement.

Standard Deliverables may include the following components mutually agreed upon between the parties:

Deliverables may be adjusted in the form of an amendment to this Statement of Work.

DURATION OF WORK ASSIGNMENT: [____], 2010 to [____], 20__

ESTIMATED BANK FEES:

ASSUMPTIONS:

BANK OBLIGATIONS:

The Bank understands that the success of this Statement of Work is a collaborative effort, and includes certain actions which are under the control of the Bank. In addition to any other responsibilities or duties described in this Statement of Work, set forth below is a list of the obligations for which the Bank is responsible upon which Company has relied in agreeing to perform the Services described in this Statement of Work on the terms set out herein (including the estimates) ("Bank Obligations"):

If any of the above Bank Obligations are not performed or prove to be incorrect or untrue, it may impact the project schedule, fees and expenses, Deliverables, or level of effort required and result in delays to the project and increased costs to the Bank.

OUT OF SCOPE:

The parties understand and acknowledge that the following items are out of scope for this Statement of Work:

SCHEDULE OF REVIEW:**TESTING AND ACCEPTANCE:**

The following describes the testing and acceptance procedures:

Testing:

Acceptance:

Company shall submit the aforementioned Deliverables to the Bank. The Deliverables will be considered accepted upon the terms set forth in Section 3.1 of the Agreement.

The Contact Person for purposes of the Bank providing written notice identifying any basis for not accepting the work product pursuant to Section 3.1 of the Agreement is _____.

TERMINATION:

Bank may terminate this SOW at any time upon ____ (__) business days prior written notice to Company.

SPECIAL TERMS AND CONDITIONS:

IN WITNESS WHEREOF, the parties have entered into this Statement of Work as of the last date signed below, effective as of the Effective Date.

MetricStream, Inc.

Federal Home Loan Bank of Chicago

By

By

(Print Name)

(Print Name)

Title

Title

Date

Date