

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the “Agreement”) is made effective as of -----, 2010 (the “Effective Date”) by and between MetricStream, Inc., a Delaware corporation (the “Company”), having a principal place of business at 2600 East Bayshore Road, Palo Alto, CA 94303 and Federal Home Loan Bank of Chicago (“the Licensee”) having a principal place of business at 200 East Randolph Drive, Chicago, IL 60601. The capitalized terms shall have the meaning set forth in Exhibit A or as defined in the Agreement.

1. Grant of License.

(a) **License to Licensed Materials.** The Company hereby grants to the Licensee a perpetual, non-transferable, non-exclusive license (with no right to sublicense) to use the Company’s software, in machine readable (object code) form as described in the Order Form (the “Company Software”) and related documentation and supporting materials in either machine readable or hard copy form (the “Documentation”), collectively referred to in this Agreement as the “Licensed Materials”. Licensee shall have the right to: (i) install and use the Company Software solely for the purpose of enterprise application management at the location and on those computers and system components specified in Schedule 1 (the “Designated Equipment”), and (ii) to use the Documentation solely in connection with Licensee’s authorized use of the Company Software. Such right and license shall be irrevocable, subject only to the express provisions for termination set forth in Section 7. Licensee may not use the Company Software to process information owned by or for the benefit of any third party unless such use is specifically in connection with Licensee’s authorized use of the Company Software as specified in the Order Form. The Licensee may contract out the control, management and/or resourcing of the system to a third party for its own internal business purposes provided nothing in this section shall relieve the Licensee of any of its obligations in this Agreement. In consideration of the licenses granted herein, Licensee shall pay the licensee fees in the amount and in accordance with the payment terms set forth in Order Form No. 1..

(b) **Limitation of Rights.** Licensee acknowledges that Licensee’s rights in and to Licensed Materials are solely as set forth in Section 1(a) hereto and do not include any rights of ownership in any of the Licensed Materials. Company owns all right, title and interest, including but not limited to copyright, patent, trade secret and all other intellectual property rights, in and to the Licensed Materials, and any changes, modifications or corrections thereof. Licensee hereby irrevocably assigns to the Company any and all rights it may be deemed to have in any changes, modifications or corrections to the Licensed Materials, including but not limited to copyright rights, and agrees to execute all documents necessary to implement and effect such assignment. Licensee shall not, and shall not permit any third party to, (i) modify the Licensed Materials except to the extent permitted in Section 1(a) and an Order Form ; or (ii) decompile, reverse engineer, disassemble or otherwise determine or attempt to determine source code (or the underlying ideas, algorithms, structure or organization) of any object code contained in the Company Software. Except as expressly set forth herein, Licensee will not market, sublicense, distribute, reproduce, rent, lease or offer for timesharing any Licensed Material. Except as set forth in Section 14(b) hereto, this Agreement and the license granted pursuant hereto may not be assigned, sublicensed or otherwise transferred by Licensee without the prior written consent of the Company.

(c) **Substitute Designated Equipment.** If for any reason the Designated Equipment is unavailable, Licensee may use the Company Software at any substitute location and/or computer selected by Licensee on a temporary basis upon the prior written consent of the Company (which consent shall not be unreasonably withheld). Except as provided herein, the Company Software may not be transferred

physically, mechanically, electronically, over a computer network or by any other means to any computer hardware other than the Designated Equipment.

(d) **Back-up Copies.** Licensee is permitted to make copies of the Company Software and Documentation insofar as the making of these copies are necessary for the use of the Company Software and Documentation permitted by the license granted hereunder; provided, however, at any one time, Licensee shall only have one copy of the Company Software in production use. Licensee shall not make or permit others to make any copies of the Documentation without the Company's prior written consent, other than copies permitted under this Section 1(d). Notwithstanding the foregoing, Licensee shall maintain the following copies of the Company Software: (i) one production version; (ii) one disaster recovery version; (iii) multiple versions for testing purposes; and (iv) backup versions, as necessary.

(e) **Export Restrictions.** Licensee acknowledges and agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce or other United States agency or authority. Without limiting the foregoing or any other provision of this Agreement, Licensee agrees not to download or transfer (or authorize anyone to download or transfer) the Licensed Materials (i) into (or to a national or resident of) Cuba, Iraq, Libya, Yugoslavia, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

2. **Delivery and Installation.**

(a) **Delivery.** Upon the execution of this Agreement and payment of the appropriate fees, as set forth in Order Form No. 1, Company shall issue to Licensee one copy of the Company Software and Documentation.

(b) **Installation.** Company shall carry out the installation of the Company Software pursuant to a Statement of Work. The "installation of the Company Software" means the installation schedule to be agreed upon by the parties pursuant to the applicable SOW.

3. **Acceptance.**

(a) **Acceptance in Hosted Environment.** Acceptance testing criteria of the Company Software by Licensee in the hosted environment are set forth in the Hosting Agreement and/or SOW, if applicable. The date the Company Software has been accepted by Licensee shall be the "Deemed Delivery Date" for purposes of the Support Services.

(b) **Acceptance Upon Termination of Hosting Agreement.** Upon termination of the Hosting Agreement, Company shall assist Licensee in the transfer of Company Software from Company's computer system to Licensee's computer system as detailed in the relevant SOW. Licensee shall have the period of time specified in such SOW after installation of the Company Software on Licensee's computer system to inspect, test and evaluate such installation to determine whether they satisfy the acceptance criteria set forth in the applicable SOW. If any part of the Company Software fails to satisfy the applicable acceptance criteria pursuant to the first sentence of this subsection, the Licensee will notify Company of such failure and will provide reasons for the rejection. Company shall have thirty (30) days after receipt of such notice, or such other amount of time as is mutually agreed upon by Company and Licensee, to correct such deficiencies. Licensee will then have thirty (30) days to after receiving such corrected product, or such other amount of time as agreed to by Company and Licensee, to

re-inspect, re-test, and re-evaluate the Company Software. If the Company Software remains unsatisfactory, then Licensee may either (i) require Company to repeat the procedure set forth above until Licensee is reasonably satisfied that the deficiency has been corrected, or (ii) without limiting its other remedies, terminate this Agreement immediately upon written notice to Company and receive a full refund of all fees paid for the Company Software up to and including the date of termination.

4. **Maintenance and Support Services.**

(a) **Maintenance and Support Services.** Company will provide, and the Licensee will accept, the Maintenance and Support Services (“Support Services”) for the Company Software during the maintenance period as specified in Exhibit C but subject to the earlier termination as provided by this Agreement. Company will provide such Support Services to Licensee for two (2) years from the Effective Date, subject to the payment of any applicable maintenance fees then in effect, and annually thereafter unless terminated by Licensee pursuant to Section 7(b).

(b) **Updates.** Company shall provide Licensee with updates, enhancements, modifications or changes to the Company Software provided by Company to any other customer using the same or similar Company Software, provided that such updates, enhancements, modifications or changes are directly related to the Company Software. Any corrected or modified versions of the Company Software or Documentation or new releases of the Company Software supplied by Company pursuant to the Support Services, will be deemed to form part of the Licensed Materials and be subject to this Agreement.

5. **Installation and/or Training Services.** Company may provide various installation, training or consulting services to Licensee subject to the provisions of the Services Agreement and separate Statements of Work. The SOWs will include cost estimates, delivery schedules and scope of work.

6. **Confidential Information.**

(a) **Protection of Confidential Information.** Each party acknowledges that in the course of the performance of this Agreement, it may obtain the Confidential Information of the other party. The Receiving Party shall, at all times, both during the term of this Agreement and thereafter keep in confidence and trust all of the Disclosing Party’s Confidential Information received by it (except for any source code, which shall be kept in confidence and trust in perpetuity). The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as expressly permitted under the terms of this Agreement. The Receiving Party shall take reasonable steps to prevent unauthorized disclosure or use of the Disclosing Party’s Confidential Information and to prevent it from falling into the public domain or into the possession of unauthorized persons. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees, contractors, and consultants who need access to such Confidential Information in order to effect the intent of this Agreement and who have agreed to protect the Confidential Information of the Disclosing Party in accordance with the Agreement; notwithstanding the foregoing, Licensee may provide Confidential Information to its regulator, Federal Housing Finance Agency, or its successor, as may be requested. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of Disclosing Party’s Confidential Information. The Receiving Party agrees to assist the Disclosing Party to remedy such unauthorized use or disclosure of its Confidential Information.

(b) **Equitable Remedy.** The Receiving Party acknowledges that due to the unique nature of the Disclosing Party’s Confidential Information, the Disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of the Disclosing Party’s

Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the Disclosing Party shall be entitled to obtain any injunctive relief that may be appropriate to prevent such unauthorized use or disclosure.

(c) **Term of Nondisclosure Obligations.** Each party's obligations set forth in this Section 6 will survive thereafter, and will bind each party's representatives, successors and assigns, if any; provided, however, that such obligations will terminate with respect to any Confidential Information which becomes available for unrestricted public use through no fault of the Receiving Party.

(d) **Copies of Licensed Materials and Company Innovations.** All copies of Licensed Materials are the property of the Company. Licensee will reproduce and include any copyright, trademark and/or other proprietary notices in any form on all copies of Licensed Materials -in the possession of Licensee.

(e) **Return of Confidential Information.** In the event that this Agreement is terminated by either party, each party shall: (i) return to the other party the original and all copies of any Confidential Information requested by the Disclosing Party ; and (ii) at a Disclosing Party's request, have one of the officers of the Receiving Party certify in writing that: (a) it shall not make any further use of such Confidential Information of the Disclosing Party; and (b) shall comply with the terms of this Section 6 regarding prohibited use of Confidential Information of the Disclosing Party.

7. Termination.

(a) **Termination by Company or Licensee.** Either party may terminate this Agreement: (i) immediately in the event of the insolvency, bankruptcy or voluntary dissolution of the other party; or (ii) if either party materially defaults in the performance of any material provision hereunder, and if such default continues and is not cured by the breaching party within thirty (30) days after written notice thereof. Such termination right is in addition to, and not in limitation of, any other right or remedies available to either party. Any termination of this Agreement shall automatically terminate all uncompleted SOWs. Termination shall be Licensee's sole and exclusive remedy for delay or failure of Company to complete an Order Form or SOW.

(b) **Termination of Support Services.** Licensee may terminate the Support Services by providing at least thirty (30) days notice prior to the end of the then-current term. Notwithstanding the foregoing, Licensee may terminate the Support Services at any time if Company has materially defaulted in the performance of the Support Services, and such default has not been cured by Company within thirty (30) days of written notice thereof. If Support Services are terminated due to Company's breach, Company shall provide Licensee with a pro-rata refund of the maintenance fees paid by Licensee. (c) **Effect of Termination of Agreement.** Notwithstanding anything to the contrary in this Agreement, any termination of this Agreement shall not relieve either party hereto of any of its obligations or liabilities accrued hereunder prior to such termination. If this Agreement is terminated as a result of Licensee's uncured material breach, within ten (10) days after such effective date of termination of this Agreement, Licensee shall no longer have the right to use and shall cease to use the Licensed Materials provided by the Company then in Licensee's possession, and, if requested by Company, Licensee shall certify in writing to the Company, within two (2) weeks of any termination of this Agreement, that it has ceased to use the Licensed Materials provided by the Company.

8. Warranties.

The Company hereby warrants that (i) Company owns the Licensed Materials including all associated intellectual property rights, or otherwise has the right to grant the right and license provided in

this Agreement, and that as of the date of the Agreement, to the best of Company's knowledge, neither the Company Software nor the Documentation infringe any valid patents, copyrights, trademarks or other proprietary rights of any third parties; (ii) Company has the right to enter into this Agreement; (iii) the Licensed Materials, and any new releases and documentation, will operate as agreed to between the parties as specified in an Order Form and/or SOW; (iv) the Company Software will meet or exceed the service level agreement standards set forth in [Exhibit D/Order Form/SOW?]; (v) Company will perform its services using generally accepted industry standards and practices; and (vi) the Company Software (and any new releases or associated deliverables) do and shall not contain, at the time delivered by Company to Licensee, any program routine, device or other undisclosed feature, including without limitation, a time bomb, virus, software lock, drop dead device, malicious logic worm, Trojan horse or trap door, that is designed to delete, disable, deactivate, interfere with, or otherwise harm the Company Software or the Licensee's hardware, data or other programs, or that is intended to provide access or produce modifications not authorized by Licensee.

89. **Limitation of Liability.** EXCEPT WITH RESPECT TO THE OBLIGATIONS SET FORTH IN SECTION 10 (INFRINGEMENT), BREACHES OF THE OBLIGATIONS OF SECTION 6 (CONFIDENTIAL INFORMATION), LICENSEE'S BREACH OF SECTION 1, OR COMPANY'S BREACH OF SECTION 12(b) (TAXES), EACH PARTY'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF THE LICENSE FEE PAID BY LICENSEE TO THE COMPANY HEREUNDER DURING THE PREVIOUS TWELVE (12) MONTHS, IF ANY. EXCEPT WITH RESPECT TO THE OBLIGATIONS SET FORTH IN SECTION 10 (INFRINGEMENT) AND BREACHES OF THE OBLIGATIONS OF SECTION 6 (CONFIDENTIAL INFORMATION), OR LICENSEE'S BREACH OF SECTION 1, OR COMPANY'S BREACH OF SECTION 12(b) (TAXES) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF PROFITS, OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED.

10. **Infringement.**

(a) **By Company.** The Company will defend, indemnify and hold harmless Licensee and pay all settlement fees or costs, expenses, legal fees, and damages finally awarded in a court of competent jurisdiction in any action in which Licensee is a named defendant alleging that the Licensed Materials, as used within the scope of this Agreement, infringe or misappropriate a patent, copyright or trade secret. Licensee shall notify the Company promptly in writing of any such claim. Licensee shall not enter into any settlement or compromise of any claim without the Company's prior written consent. The Company shall have sole control of any such action or settlement negotiations, and Licensee shall provide the Company with information and assistance, at Company's expense, necessary to settle or defend such claim.

(b) **Company Options.** If any of the Licensed Materials become, or in the opinion of the Company may become, the subject of a claim of infringement of a copyright or patent, or misappropriation of any trade secret, the Company may, at its option: (i) procure for Licensee the right to use such Licensed Materials free of any liability; (ii) replace or modify such Licensed Materials to make them non-infringing; or if options (i) or (ii) are not available, the Licensee may return the Licensed Materials for a full refund of the License Fee.

(c) **No Company Liability.** The Company assumes no liability hereunder for, and shall have no obligation to defend Licensee or to pay costs, damages or attorney's fees for, any claim based upon: (a) the combination, operation or use of any Licensed Materials furnished hereunder with programs or data not provided by Company if such infringement would have been avoided by the combination, operation, or use of the Licensed Materials with other programs or data; (b) use or incorporation in the

Licensed Materials of any design, technique or specification furnished by Licensee, if the infringement would not have occurred but for such incorporation or use; (c) any claim based on Licensee's use of the Licensed Materials as delivered after Company has provided the Licensee with updated Licensed Materials of equal or better performance required to avoid such claims, if such claim would have been avoided by implementation of Company's updated Licensed Materials; or (d) use of the Licensed Materials other than as permitted under this Agreement, if the infringement would not have occurred but for such use.

11. **Invoices and Payment.**

(a) Licensee's payment to Company of the (i) License Fee shall occur at the times specified in Order Form No. 1; (ii) the maintenance fees at the times specified in Exhibit C; and (iii) all other charges which fall due under this Agreement at the times invoiced by the Company from time to time. Company will send invoices to the address set forth in the Order Form. Licensee will pay Company in U.S. dollars within 30 days of receipt of a correct invoice ("Due Date") all undisputed charges and promptly notify Company in writing of any disputed amount. Company shall supply Licensee with documentation to support the validity of any disputed charge. Licensee may require credit for, or repayment of the amount of any billing errors. Licensee may set off its payments against any amount due from Company to Licensee.

(b) If Licensee fails to pay any amounts by the Due Date, Licensee shall be subject to a late charge equal to 1.0% per month, or, if lesser, the maximum amount permitted by law, until such amount is paid. Licensee shall have the right to decline late charge assessed or withhold payment of any amount due to the Company that Licensee disputes in good faith, which shall not constitute a material breach of this Agreement of Licensee's payment obligations.

12. **Taxes.**

(a) **Payable by Licensee.** Pursuant to the Federal Home Loan Bank Act, Licensee is tax exempt.

(b) **Payable by Company.** Licensee shall not be liable to pay or reimburse Company for any franchise taxes or fees, or any taxes measured by or against Company's income or property. Licensee shall not withhold taxes or Social Security payments from any sum paid to Company under this Agreement. Company acknowledges and agrees that Company is solely responsible for the payment of its federal, state and local employment taxes, and Company agrees to indemnify Licensee for all such tax liability, including any interest and penalties. Additionally, Company shall honor any tax-exempt certificates provided by Licensee.

13. **Escrow.**

Company, at the expense of the Licensee, shall deposit a copy of the source code and relevant documentation for the Company Software and Documentation together with any upgrades or releases (collectively, the "Materials") with [Iron Mountain]. Company shall deposit the initial copy of the Materials within 30 days of the execution of this Agreement. Company shall deposit any upgrade or release to the Company Software and/or Documentation within 60 days of such upgrade or release being made available to Company's customers. In the event of a termination of this Agreement by the Licensee due to the occurrence of an event affecting Company under [termination for cause/insolvency], this copy shall be released to the Licensee and the Licensee shall be free to use the source code solely for the

purpose of enabling Licensee to assume Company's obligations under this Agreement. Without prejudice to the generality of the above, the Licensee shall:

- (a) not sell or otherwise part with possession of the Materials or any copy thereof to any third party;
- (b) not allow the Materials or any copy thereof to be used by any third party or made available to any third party;
- (c) maintain the Materials and all copies thereof secure against any third parties;
- (d) not copy the Materials except as necessary for the purpose of this Section 12; and
- (e) return the Materials and all copies thereof to Iron Mountain or with an escrow agent mutually agreeable to both parties when it is no longer required for the purpose of this Section 12.

14. **General.**

(a) **Modification of the Agreement.** The terms of this Agreement may only be modified by a written agreement duly signed by both parties hereto. Variance from the terms and conditions of this Agreement in any Licensee purchase order or other written notification will be of no effect.

(b) **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that such consent shall not be required for the assignment of this Agreement by either party to a wholly-owned subsidiary of either party or to a successor corporation or entity in connection with a merger, consolidation or transfer of all or substantially all of the assets of either party by such successor corporation or entity. In such event, the assigning party shall provide prior written notice of such assignment to the other party.

(c) **Survival.** The provisions of Sections 1(b), 6, 7(c), 8, 9, 10, 12(b) and 14 shall survive any termination of this Agreement, or such other terms that by their nature should survive the termination of this Agreement.

(d) **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California and the United States of America. Any legal action or proceeding arising out of, or connected or relating to this Agreement or any right or obligation created by this Agreement, irrespective of the legal theory or claims underlying any such dispute (including tort and statutory claims), shall be resolved in any state or federal court in Santa Clara County, California; Company and Licensee agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

(e) **Notices.** Any notice or report required or permitted by this Agreement, except as otherwise set forth in this Agreement, shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below or as subsequently modified by written notice.

(f) **Severability; Waiver.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the

balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights or of any other rights hereunder.

(g) **Relationship of the Parties**. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto.

(h) **Costs**. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

(i) **Non-solicitation**. Licensee acknowledges and agrees that the employees and consultants of Company who perform the services are a valuable asset to Company and are difficult to replace. Accordingly, Licensee agrees that, for the term of this Agreement and for a period of twelve months thereafter, unless otherwise agreed to by Company in writing, it will not employ or solicit employment of any current employee of Company (including contracted consultants) involved in the performance of professional, development, or consulting work for Licensee; provided, however, this provision shall not apply to employees of Company who have not performed any services for Licensee, individuals who respond to general ads placed by Licensee which were not specifically targeted to such individuals, and further provided, that this provision shall not apply to employees whose employment was terminated by Company for reasons related to a general "reduction in force" by Company, where Company otherwise eliminates the employee's position, where such employee was dismissed by Company or where Company or in the event Company's insolvency, bankruptcy or voluntary dissolution.

(j) **Force Majeure**. Except for Licensee's obligation to pay for services already performed by the Company, if either party is prevented from performing, either totally or in part, its obligations under this Agreement by reasons of fire, flood, storm, earthquake, strike, lockout or other labor trouble, riot, war, rebellion, communications or utility failures, accident or other acts of God, then upon written notice to the other party, the requirements of this Agreement, or the affected provisions hereof to the extent affected, shall be suspended during the period of such disability.

(k) **Entire Agreement**. This Agreement, including all Exhibits hereto, is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof. Any and all other written or oral agreements existing between the parties hereto regarding the subject matter hereof are expressly canceled. The terms of this Agreement may only be modified by a written agreement duly signed by both parties hereto.

(l) **Publicity**. Company agrees that it shall not use Licensee's name and/or logo in any marketing materials, client lists or websites without Licensee's prior written consent.

BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT,
UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

METRICSTREAM, INC.

FEDERAL HOME LOAN BANK OF CHICAGO

Signature: _____

Signature _____

Printed Name: _____

Title: _____

Printed Name: _____

Title: _____

SCHEDULE 1

LICENSEE'S DESIGNATED EQUIPMENT LOCATIONS

200 E. Randolph Drive
Chicago, IL 60601

8605 W. Bryn Mawr Avenue
Chicago, IL 60631

Axiom Corporation
1501 Opus Place
Downers Grove, IL 60515

EXHIBIT A

DEFINITIONS

(a) **“Confidential Information”** means that information of either party (**“Disclosing Party”**) which is disclosed to the other party (**“Receiving Party”**) pursuant to this Agreement, in whatever form, that is identified as confidential or should reasonably be understood to be confidential based upon the circumstances of the disclosure or the nature of the information itself. Confidential Information shall include, but not be limited to, trade secrets, know-how, inventions, techniques, processes, algorithms, Company Innovations and License Materials, all training and procedural materials developed by the Company in conjunction with the use or installation of the Company Software, Licensed Materials, source code, schematics, designs, contracts, customer lists, financial information, product plans, sales and marketing plans and business information. The obligations set forth in Section 5 shall not apply to the extent that Confidential Information includes information which is: (a) now or hereafter, through no unauthorized act or failure to act on the Receiving Party’s part, in the public domain; (b) known to the Receiving Party without an obligation of confidentiality at the time the Receiving Party receives the same from the Disclosing Party, as evidenced by written records; (c) hereafter furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure; (d) furnished to others by the Disclosing Party without restriction on disclosure; or (e) independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall: (i) assert the confidential nature of the Confidential Information to the agency; (ii) immediately notify the Disclosing Party in writing of the agency’s order or request to disclose; and (iii) cooperate fully with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

(b) **“Error(s)”** shall mean any failure of the Licensed Materials to materially conform to such software’s functional specifications set forth in the Licensed Materials. Notwithstanding anything contained in this Agreement to the contrary, the term “Error” shall not include any failure of the Licensed Materials to materially conform to such software’s functional specifications set forth in the Licensed Materials that: (i) results from Licensee’s misuse or improper use of the Licensed Materials; (ii) does not materially affect the operation and use of the Licensed Materials; (iii) results from the modification by Licensee of the Licensed Materials in a fashion not contemplated by this Agreement; or (iv) results from Licensee’s failure to implement into new enabled devices in a timely manner any relevant improvement provided to Licensee.

(c) **“Error Correction”** shall mean either a modification or addition to or deletion from the Licensed Materials that, when made to such software shall materially conform such software to the Licensed Materials, or a procedure or routine that is not materially inconvenient to Licensee and that, when observed in the regular operation of the Licensed Materials, eliminates the material adverse effect on Licensee of such Error.

(d) **“Moderate Error”** means any demonstrable Error in the Licensed Materials that: (i) causes the Licensed Materials to operate improperly; or (ii) produces results materially different from those described in the Company Specifications, but which error does not rise to the level of a Severe Error.

(e) “**Minor Error**” means any demonstrable Error that: (i) causes a function to not execute as documented in published the Licensed Materials without a significant loss of utility of intended functionality; or (ii) disables one or more nonessential functions.

(f) “**Order Form**” means an order form, or any other document, in substantially the form set forth in Exhibit B attached hereto, which may include specific terms and conditions relating to the product being purchased. Additional Order Form(s) may be entered into pursuant to this Agreement from time to time by mutual written agreement of both parties. Each Order Form shall, when executed by Company and Licensee, form a part of this Agreement and be subject to the terms and conditions set forth herein. Neither Company nor Licensee shall be obligated to enter into any Order Form. In the event of any conflict between the terms of this Agreement and the Order Form(s), the Order Form(s) shall control.

(g) “**Services Agreement**” means the Services Agreement between Company and Licensee.

(h) “**Severe Error**” means any demonstrable Error in the Licensed Materials that: (i) causes the Licensed Materials to have a significant loss of utility of intended function as set forth in the Licensed Materials; (ii) causes or is likely to cause data to be lost or destroyed; or (iii) prevents the Licensed Materials from being installed or executed on the properly configured environment.

(i) “**Specifications**” means such specifications as agreed to by the parties and set forth in a SOW.

(j) “**Statement of Work**” or “**SOW**”, as set forth in the Services Agreement, means the document signed by the parties that describes the services to be provided to Licensee by Company.

(k) “**Support Services**” means the on-going software maintenance and support to be performed by the Company pursuant this Agreement.

(l) “**Workaround**” means a temporary solution to an Error that the Company has implemented, or enabled Licensee to implement and that allows the Licensed Materials to regain functionality and provide major software functions in accordance with the Specifications.

EXHIBIT C

MAINTENANCE AND SUPPORT SERVICES

1. Term.

(a) **Support Services Commencement Date.** The Support Services Commencement Date shall mean the Deemed Delivery Date.

(b) **Term.** The initial Support Services Term is for a period of 12 months commencing on the Support Services Commencement Date and will automatically renew for 12 month periods unless terminated pursuant to Section 7(b) of the Agreement.

2. Support Services.

(a) **Company Responsibilities -- Telephone and Electronic Support.** The Company will provide support by telephone, facsimile and electronic mail. The technical support telephone line will be staffed by a Licensee technical support representative during the hours of 7:00 a.m. to 3:00 p.m. (Pacific Time) Monday through Friday, excluding holidays scheduled by the Company ("Normal Business Hours"), subject to modification by the Company at the Company's reasonable discretion. Voicemail, cell phone and/or pager phone numbers may be provided for back-up support when the line is busy or after Normal Business Hours. In order to provide quality services, these support services may be used by up to 10 personnel designated by the Licensee.

(b) **Notification of Errors.** Licensee agrees to notify the Company promptly following the discovery of any Error. Upon discovery of an Error by Licensee, Licensee agrees, if requested by the Company, to submit promptly to the Company a listing of output and any other data, including the operating conditions under which the Error occurred or was discovered, that the Company may reasonably require to reproduce the Error. Such listings, data, and requested information shall be deemed Licensee's Confidential Information.

(c) **Response to Errors.** The Company will provide Support Services to Licensee to ensure a consistent and high level of operation of the Licensed Materials. In the event Licensee notifies the Company of an Error in the Licensed Materials, the Company will provide Support Services necessary to correct the Error in accordance with the terms of the Agreement. The Company shall use reasonable efforts to correct Errors in accordance with the following response times and with as little disruption to Licensee as practicable:

(i) **Severe Errors.** The Company shall, within two (2) hours of the receipt of notice of any Severe Error, contact Licensee to verify such Severe Error and begin a resolution process. Upon the Company's verification of such Severe Error, the Company will use reasonable efforts to provide an Error Correction for such Severe Error until such Error Correction is provided.

(ii) **Moderate Errors.** The Company shall, within four (4) hours of the receipt of notice of any Moderate Error, contact Licensee to verify such Moderate Error. Upon the Company's verification of such Moderate Error, the Company will use reasonable efforts to provide a Workaround for such Moderate Error. The Company will use reasonable efforts to provide an Error Correction for such Moderate Error in the next scheduled patch release of the Licensed Materials.

(iii) **Minor Errors.** Upon the Company's receipt of notice of a Minor Error and upon the Company's verification of such Minor Error, the Company will initiate work to provide Error

Correction for such Minor Error in the next regular release of the Licensed Materials at the Company's sole discretion.

(d) **Version Level Support.** The Company agrees to support a previous version release of the Licensed Materials for twelve (12) months following the release of a new version of the Licensed Materials. If an Error is identified in the previous version release during that twelve (12) month period, the Company's responsibilities will be the following:

(i) If the Error is categorized as a Severe Error, the Company will attempt to issue a temporary modification or Workaround. If a temporary modification is not possible, and the Severe Error is not resolved in the latest version, the Company will use reasonable efforts to expedite its next scheduled patch or regular release of the Licensed Materials.

(ii) If the Error is categorized as Moderate or Minor, the Company will attempt to issue a temporary modification or Workaround. If a temporary modification is not possible, and the Moderate or Minor Error is not corrected in the latest version, the Company will use reasonable efforts to incorporate the correction in its next scheduled patch or regular release of the Licensed Materials.

(e) **Exclusions from Support Services.** Support Services do not cover services for (i) any failure or defect in the Licensed Materials caused by the improper use, alteration, or damage of the Licensed Materials by Licensee or persons not authorized by the Company; (ii) modifications to the Licensed Materials not made by the Company; (iii) application software not provided or approved by the Company; or (iv) use of the Licensed Materials on hardware that has not been approved by the Company. Any services required to install, upgrade, deploy, test or validate a new release of the Software is specifically excluded. Support performed by Company related to any of these exclusions will be charged to Licensee on a Time and Materials at then current rates.

(f) **Form of Releases.** The Company reserves the sole right to provide any particular Error Correction or Workaround under this Agreement in one of three forms, and at the Company's sole discretion and depending on the nature, size, scope and impact of such Error Correction or Workaround, as applicable. The three forms include:

(i) **Field Service Bulletins.** Written advisory form, which may include suggested modifications to the Licensed Materials in written form.

(ii) **Software Modifications.** Machine readable modifications to the Licensed Materials, with revision levels clearly identified.

(iii) **New Software Releases.** Machine readable software updates of the Licensed Materials that must be reinstalled and/or upgraded by the customer, with revision levels clearly identified.

3. **Fees and Expenses.**

(a) **Annual Maintenance Fee.** The Annual Maintenance Fee shall be payable within 30 days after the Deemed Delivery Date and the Annual Maintenance Fee will be due thereafter annually, in advance on the anniversary date of the Deemed Delivery Date. The Annual Maintenance Fee for each

year of the first two (2) years of the Agreement is calculated at the rate of 20% of the License Fee, which is \$40,600 per year. After the initial two year period, Company may increase such Annual Maintenance Fee at the lesser of 5% or CPI; provided Company has provided Licensee with at least sixty (60) days prior written notice of such increase. For the avoidance of any doubt, the Annual Maintenance Fee shall cover maintenance, support and training relating to future enhancements, upgrades, changes or modifications of the Company Software.

(b) **Expenses.** Company shall be entitled to be reimbursed for all properly vouched expenses incurred while carrying out the Support Services, subject to Licensee's expenses and travel policies. Any travel and lodging expenses and any expenses greater than \$1,000 must be pre-approved by Licensee.

ORDER FORM NO. 1

Date:

**For MetricStream Software License, Support and Services Agreement
Between MetricStream, Inc. ("Company") and Federal Home Loan Bank of Chicago ("Licensee")
dated**

Software:	Company will provide Licensee to the following module(s): 1. Risk Management 2. Compliance Management 3. Audit Management
Number of Authorized Users:	Heavy Users: Up to 30 Medium Users; Up to 50 Light Users: Up to 100 Super Light Users: Up to 150
Type of License:	Perpetual License Option
Pricing:	License Fee: \$203,000
Additional Module	License Fee: \$45,000 for each additional module for the above number of authorized users
Payment Schedule:	50% of License Fee due upon execution of the Agreement. Twenty-five percent (25%) of License Fee due upon completion of Phase 1 as set forth in the applicable Statement of Work. Final 25% of License Fee due upon completion of acceptance testing as set forth in Hosting Agreement.
Invoice Address:	200 E. Randolph Drive Chicago, IL 60601
Delivery:	
Delivery Date:	[identify date]
Media:	Electronic transfer

METRICSTREAM, INC.

Signature: _____

Printed Name: _____

Title: _____

FEDERAL HOME LOAN BANK OF CHICAGO

Signature _____

Printed Name: _____

Title: _____

