

PROLYTIX CORPORATION GENERAL TERMS AND CONDITIONS

This Subscription Agreement is entered into between ProLytiX Corporation ("PROLYTIX CORPORATION") having an office in Goleta, CA and the client ("Subscriber"), for the purchase of products and any associated services ("Data and Documents") which are described in Appendix "B".

1. SCOPE OF SERVICES

Subject to the limitations set forth in these Terms and Conditions, Subscriber shall have the right to read and use the information contained in the Data and Documents, as defined hereafter. It is understood that the right to read and use the information as defined hereafter is subject to the Restriction On Use/Copyrights as set forth in Paragraph 3 hereof. PROLYTIX CORPORATION shall provide subscriber the "Data" and "Documents" ("Data and Documents") as described in Appendix "A" and in accordance with purchase orders that may be issued by Subscriber hereunder ("Purchase Orders").

2. SUBSCRIBER'S USE OF SERVICE

a. All information, and business data on any company ("the Data and Documents") which PROLYTIX CORPORATION furnishes to Subscriber may be used by Subscriber together with other information, data and like gathered from other sources in making Subscriber's marketing, purchasing, credit, or other business decisions, or in presenting financial results via Subscriber's Financial Benchmarking web site. Subscriber further agrees that the Business Information will not be used in connection with or for the purposes of engaging in unfair or deceptive purposes.

b. The Data and Documents are provided at the request of the Subscriber, solely for statistical information. It is not a

representation, prospectus, or circular in respect of any stock or security of any corporation. Further, it is not provided in connection with any sale or offer to sell or buy any stock or security. PROLYTIX CORPORATION does not maintain a market in any securities of companies mentioned in the Business Report or Bulletin Reports, nor does PROLYTIX CORPORATION underwrite or manage securities for others. PROLYTIX CORPORATION is not an investment advisor and does not provide the information in the Data and Documents for purposes of advising anyone on buying, selling, or holding any security of any company.

PROLYTIX CORPORATION does not make projections of financial or business performance of any company, or engage in rendering any professional services, advice, or recommendations regarding buying, selling, or holding the securities of any company. The Subscriber assumes all responsibilities and obligations with respect to any decisions made using the information contained within business or bulletin reports.

PROLYTIX CORPORATION attempts to summarize key changes and trends occurring in the financial data for the competitive cluster groups and/or companies in the Data and Documents. PROLYTIX CORPORATION monitors various news sources for information concerning subject companies and attempts to summarize key facts in the spreadsheet data on each company. However, PROLYTIX CORPORATION makes no warranty or representations as to the correctness, accuracy, completeness, or representativeness of the statements in the Data and Documents. PROLYTIX CORPORATION makes no assurances that all pertinent information has been located through its sources.

3. RESTRICTIONS ON USE/COPYRIGHTS

a. Subscriber hereby expressly acknowledges that the contents of the Data and Documents and other publications of PROLYTIX CORPORATION are copyrighted by PROLYTIX CORPORATION, that the contents of all publications available, prepared by, and delivered by PROLYTIX CORPORATION to Subscriber are copyrighted by PROLYTIX CORPORATION as publishers of written, graphic, and electronic material, and that PROLYTIX CORPORATION does not convey, nor does Subscriber obtain, any right, title, or interest in any information prepared by and/or delivered by PROLYTIX CORPORATION to Subscriber, including in the Data and Documents.

Subscriber expressly agrees that it will not republish any such information or the contents of such publications in any form, and that the information will be used only in the regular course of Subscriber's business. Subscriber shall have the right to disseminate, reproduce, cause to be reproduced, or distribute Data and Documents in electronic form only within Subscriber's company. Subscriber's access to ProlytiX Data and Documents in electronic form, is subject to the "ProlytiX Electronic Document License Agreement," attached hereto and made a part hereof.

Subscriber's use of the ProlytiX **TECHNOLOGY BUSINESS FOCUS**® service, containing ProlytiX Data and Documents, indicates subscriber's acceptance of these terms.

Any damages for which Subscriber may be liable as the result of Subscriber's breach of the undertakings of this Section shall be in addition to, and not in lieu of, any damages for copyright infringement. Notwithstanding any other provisions hereof regarding termination of this Subscription Agreement, PROLYTIX CORPORATION may, at any time and without

prior notice, discontinue service to Subscriber if PROLYTIX CORPORATION has reason to believe that the undertakings of this Section have been violated by Subscriber.

4. FORCE MAJEURE

Neither party shall be liable, or deemed to be in default of the Subscription Agreement for any delay or failure in performance or nonperformance of any aspect of the Subscription Agreement or for any interruption of service, resulting directly or indirectly from acts of God, acts of public enemy, war, accidents, fires, electrical failures, machine failures or unavailability, postal delays, explosions, earthquakes, floods, the elements, strikes, lockouts, labor disputes, governmental orders or regulations, shortages of suitable parts, materials, labor or transportation, or any other cause beyond its reasonable control.

5. LIABILITY/DISCLAIMER

a. Notwithstanding the form in which any legal or equitable action may be brought by Subscriber against PROLYTIX CORPORATION, PROLYTIX CORPORATION shall not be liable or responsible for any loss, injury, claim, liability, damage, or expense of any kind or nature, including attorney's fees, for any interruption of service or loss of use thereof, for any loss of business to the Subscriber, or for any other loss from a cause or causes within or beyond the control of PROLYTIX CORPORATION.

b. In particular, because PROLYTIX CORPORATION only provides its subscribers with Business and Financial Information which is available publicly or from third party providers, which information is originated by independent publishers and/or providers of said information and which information is not augmented by PROLYTIX CORPORATION, PROLYTIX CORPORATION cannot and does not warrant the accuracy of any of the

information and data as originated by said independent publishers and/or providers, and PROLYTIX CORPORATION assumes no responsibility for and shall not be liable in any manner whatsoever for any errors, omissions, or inaccuracies relating thereto or for any decisions made using the information contained therein.

c. Subscriber acknowledges that PROLYTIX CORPORATION does not warrant or guarantee the timeliness, currentness, accuracy, completeness, or merchantability or fitness for a particular purpose of the Data and Documents. Subscriber also acknowledges that in making any business decision made by Subscriber using the Information provided by PROLYTIX CORPORATION, that the Subscriber is assuming the risk associated therewith and that PROLYTIX CORPORATION, in furnishing the Data and Documents to Subscriber, does not and will not assume any risk whatsoever in connection with any business decisions made by Subscriber based upon the Business Information.

d. Except as provided to the contrary hereinafter, if for any reason, by operation of law or otherwise, any portion of the foregoing limitation of liability shall be voided, then in such event the maximum, sole, and exclusive liability of PROLYTIX CORPORATION, if any, shall be limited to general money damages in an amount not to exceed the total amount actually paid to PROLYTIX CORPORATION by Subscriber for services furnished under the Subscription Agreement and those Terms and Conditions during and for a period of time commencing upon the occurrence of such error, defect or failure and ceasing upon the discovery of such, in whole or in part, provided, however, that in no event shall such period of time exceed the six (6) month period immediately preceding the date which such error, defect, or failure is first discovered in whole or in part.

EXCEPT AS PROVIDED FOR IN THIS SECTION 6, PROLYTIX CORPORATION SHALL NOT BE LIABLE FOR LOST PROFITS OR FOR DAMAGES OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO DIRECT, INCIDENTAL, OR CONSEQUENTIAL OR PUNITIVE DAMAGE. PROLYTIX CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESSED, OTHER THAN AS SET FORTH IN SECTION 6 HEREOF, OR IMPLIED, COMPLETELY WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

e. PROLYTIX CORPORATION'S total liability for damages of a direct or indirect connection with the reading and use of the Data and Documents shall not exceed the total paid to PROLYTIX CORPORATION for any liability arising from any claim based upon contract, warrant, tort or otherwise, with the exception that is described in paragraph (f), below and included hereunder.

f. However, notwithstanding the foregoing contained within this section 6, PROLYTIX CORPORATION will settle or defend at its expense, and pay any damages, expenses, costs or fines, with no limitation on dollar amounts, resulting from all proceedings or claims against Subscriber for infringement, or alleged infringement by the Data and Documents and any associated products provided by PROLYTIX CORPORATION to subscriber hereunder, or any part or use thereof, of patents and copyrights now or hereafter granted in the United States and any other country where Supplier or any Supplier subsidiary or affiliate has directly or indirectly furnished or furnishes similar goods.

6. CONFIDENTIAL INFORMATION

Neither party under this agreement is, or will be disclosing any information to the other

which is confidential and/or proprietary to itself or any third party. In the event that either party needs to disclose confidential information to the other in order for PROLYTIX CORPORATION to perform under this agreement, such disclosure shall only be made after the parties have executed a mutually agreed upon confidentiality agreement.

7. WARRANTY OF PROLYTIX CORP.

PROLYTIX CORPORATION warrants that the right to print, manufacture, and distribute, in whole or in part, publications and products including without limitation, Business Reports and Bulletin Reports which are available from PROLYTIX CORPORATION has been granted to PROLYTIX CORPORATION by the publishers of said publications, and that such distribution of said publications by PROLYTIX CORPORATION does not in any way constitute an infringement or other violation of any copyright, trade secret, trademark, proprietary information, or non-disclosure right of any third party. PROLYTIX CORPORATION MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. TERMINATION

a. This subscription service is automatically renewed each year unless earlier canceled in writing by the subscriber. Renewal will occur at the latter of:

- i. One (1) year from the effective date of this Subscription Agreement; or
- ii. Delivery to Subscriber of four (4) successive quarterly updates of the Data and Documents.

b. PROLYTIX CORPORATION may terminate the Subscription Agreement for nonpayment of

charges. Either party may terminate this subscription agreement for substantial cause upon ten (10) days prior written notice to the other or without cause upon thirty (30) days prior written notice to the other.

c. If PROLYTIX CORPORATION fails to deliver the services described in Appendix "B" according to the terms and conditions hereunder, and if Subscriber notifies PROLYTIX CORPORATION that it wishes to cancel the Subscription Agreement for this cause, Subscriber will be issued a refund by PROLYTIX CORPORATION on a prorated basis the amount that is equal to the value of the undelivered portion of the Services and/or Products subscription fees that were paid in advance by Subscriber.

9. ASSIGNMENT

Neither the Subscription Agreement nor any of the rights or obligations under the Subscription Agreement may be assigned or otherwise transferred by Subscriber without the prior written consent of PROLYTIX CORPORATION.

10. APPLICABLE LAW

The Subscription Agreement shall be governed by the laws of California, both as to performance and interpretation.

11. AMENDMENTS

The Subscription Agreement and its appendices is a complete and integrated expression of the parties and may not be amended or otherwise modified except by a writing signed by both parties.

12. TERM OF AGREEMENT

The term of the Subscription Agreement shall commence upon the date of written acceptance by PROLYTIX CORPORATION of

a Subscription Agreement from Subscriber, and unless otherwise negotiated for a longer term, shall have a term of one (1) year, and shall be subject to payment of all amounts due and to these Terms and Conditions. Such Subscription Agreement shall continue in full force and effect until the Subscription Agreement expires or is otherwise terminated as provided in Sections 3 and 8a, 8b, and 8c, hereof.

13. NOTICES

All notices and payments from Subscriber to PROLYTIX CORPORATION shall be sent to:

**PROLYTIX CORPORATION
5984 La Goleta Road,
Goleta, California 93117**

All notices and monthly invoices from PROLYTIX CORPORATION to Subscriber shall be sent to Subscriber at the address provided in this Subscription Agreement.

APPENDIX A. PROLYTIX CORPORATION ELECTRONIC DATA AND DOCUMENT LICENSE AGREEMENT

PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THE PROLYTIX **TECHNOLOGY BUSINESS FOCUS**® ELECTRONIC DATA AND DOCUMENTS, REFERRED TO AS "THE DOCUMENTS" AND "THE DATA". YOUR DOWNLOADING OF THE DOCUMENTS AND/OR DATA FROM THE PROLYTIX WEBSITE CONSTITUTES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ AND UNDERSTOOD THIS LICENSE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

1. LICENSE

ProLytiX Corporation ('ProLytiX') hereby grants you (the 'Customer') a non-exclusive license to:

- a. Use the Data and Documents solely for internal company analysis in association with the Prolytix-provided Financial Benchmarking website;
- b. Make copies of the Data and Documents solely for backup or archival purposes.

2. RESTRICTIONS

You may not transfer your rights under this License Agreement. You may not use, copy, modify, translate, rent, transfer, or create derivative works from the Data and Documents, or any permitted copy or modification thereof, except as expressly provided in this Agreement. Customer may not redistribute any portion of the Data and Documents outside of customer's company without the express, written consent of ProLytiX.

3. COPYRIGHT

The Data and Documents are owned by ProLytiX or its licensors and are protected by applicable copyright laws. You have only the limited rights granted by this License Agreement. You are not an 'owner' of the Data and Documents and Section II of the Copyright Act (17U.S.C. 117) does not apply.

4. TERM

This license is effective until terminated. You may terminate it at any time by destroying the Data and Documents, together with all copies, modifications, and portions thereof. This license will also terminate if you fail to comply with any term or condition of this License Agreement. Upon any such termination, you agree to destroy the Data and Documents, together with all copies, modifications, and portions thereof.

5. LIMITED WARRANTIES AND DISCLAIMER OF LIABILITY.

ProLytiX has no control over your use of the Data and Documents. Therefore, ProLytiX does not and cannot warrant the performance or results that maybe obtained by its use. However, ProLytiX does provide the following Limited Warranties to you and any authorized transferee under Section 2.

Not Covered

In no event shall ProLytiX or any other person or entity who has been involved in the creation, production, or delivery of the Data and Documents be liable for special, incidental, consequential, indirect, or other similar damages arising from negligence, tort, or any other legal theory even if ProLytiX or such other persons or entities have been advised of the possibility of such damages.

This means neither we nor any of our authors, programmers, dealers, distributors, or agents are responsible for any costs incurred as a result of lost profits or revenue, loss of use of the Data and Documents, loss of data, costs of recreating lost data, the transmission or receipt of altered, erroneous, incomplete, or untimely information, delays, interruptions in, or the discontinuation of, any network delivery or other service, the cost of any substitute program, claims by any party other than you, or for other similar costs.

In no event will ProLytiX liability exceed the fees you paid for the Data and Documents and associated subscription to **TECHNOLOGY BUSINESS FOCUS**® except that ProLytiX will hold customer harmless and defend customer against all claims and pay all expenses, costs, or fines in whatever amounts resulting from proceedings or claims against customer for infringement or alleged infringement by the Data and Documents or any part or use thereof, of patents and copyrights now or hereafter granted in the US or any country where ProLytiX directly or indirectly furnished or furnishes similar goods.

Because some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of liability for consequential or incidental damages, some of the above limitations or exclusions may not apply to you.

6. GENERAL CONDITIONS:

6.1 The validity and performance of this License Agreement shall be governed by California State law. This License Agreement is deemed entered into at Santa Barbara, California.

6.2 The failure of either party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions.

6.3 The expiration or termination of this License Agreement shall not affect provisions of this License Agreement which by their terms and meaning are of a continuing nature.

6.4 You agree that this License Agreement is the complete and exclusive statement of agreement between us which supersedes all proposals or prior agreements, verbal or written, and any other communications between us relating to the subject matter of this License Agreement.

6.5 If any provision of this License Agreement is deemed invalid, illegal, or unenforceable in any respect or in any jurisdiction, the validity, legality, and enforceability of the remaining provisions and in other jurisdictions shall not be in any way impaired or affected thereby.

7. U.S. GOVERNMENT RESTRICTED RIGHTS

Use, duplication, and disclosure by the Government is subject to the restrictions as set forth in subparagraph(c)(1)(ii) of the Rights on Technical Data and Computer Software clause at DFARS 252.2277013 and subparagraphs(c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.22719, as applicable.

ACCESS TO TECHNOLOGY BUSINESS FOCUS® in electronic form is subject to the terms and conditions of the ProLytiX General Terms and Conditions Agreement, a copy of which is attached to this agreement as Appendix A. Your use of the ProLytiX **TECHNOLOGY BUSINESS FOCUS**® service indicates your acceptance of these terms.

APPENDIX B. PROLYTIX SERVICE AND PRODUCT DESCRIPTION

The **TECHNOLOGY BUSINESS FOCUS**® financial benchmarking service including the following features: (1) Quarterly individual company reports as described in REPORT DESCRIPTION below, updated once per quarter, (2) Quarterly cluster reports as described in REPORT DESCRIPTION below, updated once per quarter after all participants in each group have released results for the period in question, (3) Quarterly individual company e-mail bulletin reports as described in REPORT DESCRIPTION below, sent to all client-specified recipients within one working day of the release of quarterly earnings for each company, (4) Password-controlled web-site with access to reports via a Java pull-down menu.

REPORT DESCRIPTION

1. STANDARD INDIVIDUAL COMPANY REPORTS

These reports will contain the Prolytix standard individual company content including Executive Summary graphs and tables, quarterly balance sheet, income statement, and cash-flow tables, and graphs covering the 83 basic financial metrics listed below in the "FINANCIAL METRICS" section below. In addition, individual company reports include the following sections containing HTML links to the latest information on:

- Company Profile
- Products/Services
- Stock Quote
- Dividend Summary
- News
- Annual Reports
- Financial Information
- SEC Filings
- Web Cast Presentations

Additionally, an explanatory glossary is included which covers each financial metric listed in the "FINANCIAL METRICS" section below. Spreadsheet data is also supplied for the same list of financial metrics in downloadable Excel (.xls) files. This spreadsheet data covers the most recent 13 quarter period. Updates to the spreadsheet data will be quarterly.

2. COMPETITIVE CLUSTER REPORTS

If the client elects to order this feature, PROLYTIX CORPORATION will provide competitive cluster reports based on groupings of peers selected by the client. The only restrictions are that the maximum number of companies in a given cluster should not exceed 10, and that cluster reports are run only once per quarter when all companies in a group have released for the quarterly period in question. Normally, cluster reports are processed within 45 days of the close of a quarterly cycle (following 10-Q filings). If a client requires ad hoc interim cluster runs, they will be priced accordingly.

These cluster reports will contain Executive Summary graphs and tables, quarterly balance sheet, income statement, and cash-flow tables, and graphs covering the 83 basic financial metrics listed below in the "FINANCIAL METRICS" section.

3. INDIVIDUAL COMPANY E-MAIL BULLETINS

E-mail bulletins are sent to a client-specified list of recipients each time a peer company releases its quarterly results.

4. PASSWORD-CONTROLLED WEBSITE FOR 24/7/365 REPORT ACCESS

A password-controlled financial benchmarking center is included which contains individual company reports, cluster reports, and a

financial tutorial and glossary. This “Financial Benchmarking Center” will also contain client-specified graphics for compatible “look-and-feel.”

FINANCIAL METRICS (83)

Market Data	Earnings Per Share	Business Vitality	Annual Growth Rate
Market Data	EPS Growth	Business Vitality	Growth vs Yr-Ago Qtr
Market Data	Book Value Per Share	Business Vitality	Growth vs Prior Qtr
Market Data	Market Value	Business Vitality	Earnings Growth
Market Data	Market Value/Rev.	Profitability	Gross Margin
Market Data	Price/Earnings	Profitability	Operating Margin
Market Data	Price To Book	Profitability	Pretax Margin
Market Data	Equity/Share	Profitability	Net Margin
Market Data	Tang. Equity/Share	Profitability	Return On Assets
Market Data	Shares For EPS	Profitability	Return On Equity
Market Data	Closing Price	Profitability	Return On Capital
Market Data	6 Mth. Avg.	Profitability	Basic Earning Power
Income Statement	Revenues	Profitability	EVA \$ (after-tax)
Income Statement	Gross Profit	Expense Manage't	ROIC (after-tax)
Income Statement	SG&A	Expense Manage't	SG&A Margin
Income Statement	R&D	Expense Manage't	R&D Margin
Income Statement	Operating Income	Expense Manage't	Interest Margin
Income Statement	Non-Op. Inc./Expense	Expense Manage't	Tax Rate
Income Statement	Pretax Income	Expense Manage't	Capital Expenditures
Income Statement	Net Income	Expense Manage't	Capital Exp./Revenue
Income Statement	Free Cash Flow	Asset Management	Receivable Days
Income Statement	Deprec. & Amortiz.	Asset Management	Payable Days
Assets	Cash & Mkt. Secur.	Asset Management	Inventory Turns
Assets	Accounts Receivable	Asset Management	Inventory/Revenue
Assets	Inventory	Asset Management	Cash Conversion
Assets	Total Current Assets	Asset Management	PP&E/Revenue
Assets	PP&E	Asset Management	Asset Turns
Assets	Total Assets	Asset Management	Accounts Pay/Invent.
Liabilities	Accounts Payable	Asset Management	Payable Turns
Liabilities	Accrued Expenses	Asset Management	Employees
Liabilities	Short Term Debt	Asset Management	Revenue/Employee
Liabilities	Total Current Liabil.	Ratios	Current Ratio
Liabilities	Long Term Debt	Ratios	Quick Ratio
Liabilities	Total Debt	Ratios	Cash Ratio
Liabilities	Equity	Ratios	Total Debt/Equity
Liabilities	Liabilities & Equity	Ratios	Total Debt/Capital
Liabilities	Working Capital	Ratios	Cash flow/Cur. Liab.
Liabilities	Non-Debt Liabilities	Ratios	Cash flow/Total Liab.
		Ratios	Total Liab./Tot. Assets
		Per Share Measures	Total Liabilities/Equity
		Per Share Measures	Cash/Share
		Per Share Measures	Net Cash/Share
		Per Share Measures	Short Term Debt/Sh.
		Per Share Measures	Long Term Debt/Sh.
		Per Share Measures	Total Debt/Share