

AGREEMENT FOR TIMESHARING

1860 embarcadero 1825 south grand 666 fifth avenue 57 south bedford

suite 210 suite 700

palo alto, calif. 94303 san mateo, calif. 94402 telephone 415/856-1100 telephone 415/572-2800

suite 1400

new york, new york 10103

telephone 212/489-5370telephone 617/229-5838

suite 400W

burlington, mass. 01803

effective 5/1/85

COMPANY		PURCHASE ORDER NO
		TELEPHONE
		ACCOUNT NO.
CONTACT	(Only the above named contacts will be authorized to obtain password information)	
(If different	· · · · · · · · · · · · · · · · · · ·	!

By acceptance of this Agreement at its Palo Alto headquarters, Ross Systems agrees to provide computer timesharing services for above named customer.

DEFINITIONS:

Connect Time—Defined as the physical time that the user's terminal is connected to the system and/or the elapsed time of any user jobs run in the batch mode, as measured by the system accounting routines.

CPU seconds—Defined as the time that the CPU is utilized on a customer's job as measured by the system accounting routines.

PRICING:1

Charges for Ross Systems' timesharing services will be the sum of the charges for Connect time, CPU seconds, Disk storage, Customer tape storage and Magnetic tape data transfer as follows:

	Prime	Off/Hours ²	Overnight ³ Batch
Connect Time, Per Hour	\$12.50	\$11.00	\$ 8.10
CPU Time Per Second	\$.22	\$.176	\$.13

Disk Storage—is charged based on the number of blocks allocated according to the following price schedule:

Account Schedule

\$.24 per block 0-6000 blocks

\$.05 per block thereafter

Disk charges are based on actual days of storage.

A block is defined as 512 characters of storage. The appropriate disk storage rates are based upon the average daily blocks allocated for a month. When the account schedule of disk storage charges is used, disk storage is combined by INDIVIDUAL UIC (User Identification Code) for the VAX.

There will be a minimum monthly charge of \$100 per customer to be on the system whether computer resources are used or not.

In addition to normal timesharing usage pricing, Ross Systems offers port pricing for use of its proprietary accounting software packages on ROSS/NET. See your sales representative for details.

¹⁾ All prices subject to change with 30 days written notice.

²⁾ Off hours is defined as between 7:00 p.m. and 6:00 a.m. Pacific time, excluding overnight batch, Monday through Saturday and all day Sunday. A user must sign on after 7:00 p.m. to take advantage of the off hours discounts.

³⁾ Overnight batch jobs are those that are run between 12:00 a.m. (midnight) and 6:00 a.m. Pacific time.

Magnetic Tape Data Transfer—A service fee will be charged any time the data is transferred from a Ross Systems' computer to magnetic tape and removed from Ross Systems' premises. The charge will be \$1.00 per file transferred; minimum charge \$10.00, maximum charge \$50.00. A fee of \$25.00 per reel of tape will be also charged for Ross Systems' tapes.

Customer Tape Storage—a monthly charge of \$25.00 for customer tapes will be charged for each reel of tape.

COVERAGE:

Charges at the above rates are applicable to all usage of Ross Systems' timesharing services, except as defined under network facilities. Timesharing may be done through normal telephone lines and through ROSS/NET, Ross Systems' worldwide network, at transmission rates of 110, 300, and 1200 BAUD. In addition, 4800 BAUD and 9600 BAUD local transmission capabilities are available at negotiated rates.

NETWORK:

Ross Systems provides worldwide access to its timesharing services via public networks. Access numbers throughout the continental U.S. are categorized as High Density, Low Density, Foreign Exchange or WATS. There will be a surcharge for connect time for the following categories:

High Density—\$4.25 per hour plus character I/O surcharge Medium Density—\$6.25 per hour plus character I/O surcharge

Low Density—\$9.25 per hour plus character I/O surcharge

WATS-\$23.00 per hour plus character I/O surcharge

Character I/O surcharge is \$.05 per 1000 characters.

High Density as defined by the network company generally refers to major U.S. cities.

Medium Density as defined by the network company generally refers to secondary cities and markets.

Low Density as defined by the network company generally refers to cities which have few customers and low usage.

Access from Belgium, Canada, England, France, Germany, Holland, Mexico, Puerto Rico, Spain, Switzerland, and Hong Kong is normally charged directly to the user in that country at the prevailing rates. Please contact Ross Systems for more information regarding network services.

BILLING:

Billing will take place once per month, on or about the end of a calendar month. All invoices will be due and payable upon receipt.

TAXES:

In addition to all charges specified in the Agreement, Customer shall pay or reimburse Ross Systems for all sales, use, privilege, property or other taxes, based on charges payable under this Agreement or based on the services performed hereunder, whether such taxes are now or hereafter imposed under the authority of any federal, state, local or other taxing jurisdiction.

CONDITIONS:

- 1. Ownership—All programs of and/or data relating to Customer that are submitted to Ross Systems for storage pursuant to this Agreement will remain the property of Customer provided, however, that if such programs and/or data are in the public domain or are already within Ross Systems' possession or knowledge, then Ross Systems shall bear no responsibility for any disclosure.
- 2. Confidentiality—Ross Systems will not knowingly permit the disclosure of Customer's information, concerning the operations, that is disclosed to Ross Systems, its employees, officers and agents as a result of the use of these timesharing services to any persons outside of its company or to any persons within its company not having a specific need to know in the performance of their work.
- 3. Warranty—Ross Systems warrants that the timesharing services provided hereunder will comply with the specifications set forth in the documentation supplied to the users of these services. ROSS SYSTEMS MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4. Liability Limitation—TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ROSS SYSTEMS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH, OR, ARISING OUT OF, THE USE OF THE TIMESHARING SERVICES, EVEN IF CAUSED BY ROSS SYSTEMS' NEGLIGENCE. If for any reason by operation of law or otherwise the foregoing limitations of liability shall be voided, then Customer agrees that Ross Systems' liability for damages, if any, whether or not caused by Ross Systems' negligence, shall not exceed the payments made to Ross Systems by Customer during the most recent calendar year of this Agreement.
- 5. General—Any assignment by Customer of any rights, duties or obligations under this Agreement shall be void. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding that body of law applicable to choice of law. In the event that any provisions of this Agreement shall be held invalid the remaining provisions shall remain in full force and effect. The exercise by any of the parties of their respective rights under this Agreement shall not be deemed exclusive of any other rights any such party may have under law or in equity. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporary lease agreements, understanding, negotiations or discussions, whether oral or written. The terms of this Agreement shall not be amended or changed by the terms of any purchase order or acknowledgement, even though Ross Systems may have signed such documents.
- 6. Attorneys' Fees—In the event of any action to enforce this Agreement, the prevailing party shall be entitled to recover from the other, court costs and reasonable attorneys' fee, including costs and fees on appeal.
- 7. Term—The term of this Agreement shall commence upon the acceptance of this Agreement by both parties and shall remain in full force and effect from month to month. Either party may terminate this agreement at any time upon 30 days advance, written notice. Termination shall not affect Customer's obligation to pay for services rendered and goods supplied or either party's remedies hereunder, at law or in equity. At termination a customer is responsible for deletion of any on-line storage and for notifying Ross Systems' Operations staff, in writing, as to the disposition of any off-line storage.

We hereby accept this Agreement with Ross Systems, Inc., and agree to all terms and conditions thereof.

Customer:	ROSS SYSTEMS, INC.
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: