INTERNET SECURITY SYSTEMS, INC.
SOFTWARE LICENSE AGREEMENT
(Object Code)

This License Agreement between INTERNET SECURITY SYSTEMS, INC. ("Internet"), a Georgia corporation, and the Licensee identified below consists of this Part One: Variable Terms and the attached Part Two: General Terms and Conditions, and the attachments as indicated below.

PART ONE: VARIABLE TERMS

1. Parties

Internet	Licensee
Internet Security Systems, Inc.	_____
2000 Miller Court West	_____
Norcross, GA, 30071	_____
Contact: Christopher Klaus	Contact: _____
Telephone: (404) 441-2531	Telephone: _____
Facsimile: (404) 441-2431	Facsimile: _____

2. Software and Fees

2.1 The Licensed Software and related services to be provided by Internet under this Agreement are itemized in the attached Quotation.

2.2 Technical support services are provided by Internet under a separate Internet Security Systems, Inc. System Support Agreement, a copy of which is attached.

2.3 Total fees payable under this Agreement for Software and related services as indicated on the attached Quotation is the sum of $_____, exclusive of applicable taxes. Fees are payable as follows: 50% upon execution hereof and 50% 30 days thereafter.

LICENSEE ACKNOWLEDGES BY SIGNING BELOW THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE LEGALLY BOUND BY ALL TERMS AND CONDITIONS. THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN ACCEPTED AND EXECUTED BY LICENSEE AND APPROVED AND EXECUTED BY INTERNET, THE LICENSOR, AT WHICH TIME A FULLY EXECUTED COPY WILL BE RETURNED TO LICENSEE.

ACCEPTED:	ACCEPTED:
INTERNET SECURITY SYSTEMS, INC.	**LICENSEE**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

INTERNET SECURITY SYSTEMS, INC.
SOFTWARE LICENSE AGREEMENT
PART TWO: GENERAL TERMS AND CONDITIONS

THESE GENERAL TERMS AND CONDITIONS SHALL GOVERN PART ONE OF THE SOFTWARE LICENSE AGREEMENT LICENSED ABOVE.

1. DEFINITIONS

1.1 Licensed Software. Computer programs and related documentation in machine executable form only as described on the attached Quotation.

1.2 Authorized Networks. The class of computer network designated on the attached Quotation. Authorized Networks may be changed from time-to-time by purchasing rights for additional classes of Networks in accordance with Section 2.2.

1.3 Authorized Platforms. The platforms designated on the attached Quotation. Authorized Platforms may be changed from time-to-time by purchasing rights for additional platforms in accordance with Section 2.2.

1.4 Proprietary Rights. All rights in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.

2. GRANT OF LICENSE

2.1 Licensed Software. Subject to the terms and conditions hereof, Internet hereby grants to the Licensee, and Licensee hereby accepts, a perpetual, non-exclusive license to use the Licensed Software and the Proprietary Rights embodied therein, to scan Authorized Networks or Authorized Platforms. Licensee shall use the Licensed Software only in Licensee's internal business operations including affiliated entities that control, or are controlled, by Licensee, and Licensee shall not permit the Licensed Software to be used by or for the benefit of third parties, including without limitation, use as part of a service bureau. Licensee shall not have the right to relicense or sell the Licensed Software or to transfer or assign the Licensed Software, except as expressly provided herein.

2.2 Additional Authorized Networks and/or Authorized Platforms. Use of the Licensed Software pursuant to Section 2.1 is limited to Authorized Networks and Authorized Platforms. Rights for additional networks and/or platforms may be purchased from Internet, and such additional Authorized Networks and Authorized Platforms shall be governed by the terms and conditions hereof. Licensee agrees that, absent Internet's express written acceptance thereof, the terms and conditions contained in any purchase order or other document issued by Licensee to Internet for the purchase of rights for additional networks or platforms, other than the number and classification of such networks or platforms, shall not be binding on Internet to the extent that such terms and conditions are additional or inconsistent with those contained in this Agreement.

2.3 Ownership. Title to the Proprietary Rights embodied in the Licensed Software shall remain in and be the sole and exclusive property of the Internet.

2.4 Copying. Except for purposes of creating a reasonable number of back–up copies, Licensee shall not copy, duplicate, or print the Licensed Software, in whole or in part, without the prior written consent of Internet.

2.5 Modification; Disassembly. Licensee shall not modify, disassemble, or decompile the Licensed Software for any purpose.

2.6 Proprietary Notices. Licensee shall not alter, change or remove any proprietary notices or confidentiality legends placed on or contained within the Licensed Software. Licensee shall include such notices and legends in all copies of any part of the Licensed Software made pursuant to this Agreement.

2.7 Right of Access by Internet. Licensee shall provide the necessary passwords and protocols to permit Internet to access the Licensed Software by modem for purposes of providing technical support services and/or determining whether the Licensed Software is being used in accordance with the terms and conditions hereof.

2.8 Notice of Infringement; Misappropriation. In the event either party becomes aware of any action that may infringe or misappropriate the Proprietary Rights of the other party, such party shall promptly notify the other party of such action.

2.9 No Encumbrances. Licensee shall keep the Licensed Software free and clear of all claims, liens, and encumbrances.

2.10 Reserved Rights. All rights not expressly granted to Licensee herein are expressly reserved by Internet.

3. CONFIDENTIALITY

3.1 Licensed Software. Licensee acknowledges Internet's claim that the Licensed Software embodies valuable trade secrets proprietary to Internet. Licensee shall use the software only for purposes authorized herein. Licensee shall safeguard the confidentiality of the Licensed Software, using at least reasonable care. Such care shall include, but not be limited to, taking reasonable precautions to ensure that (i) the Licensed Software is made available only to Licensee's employees and not to third-parties or contractors, and (ii) Licensee and its employees do not make unauthorized use, disclosure, or transfer of the Licensed Software.

3.2 Licensee Information. All Licensee information submitted to Internet or prepared for or in connection with the performance of this Agreement shall be held confidential by Internet and shall not, without the prior written consent of Licensee, be disclosed or be used for any purposes other than the performance of this Agreement. Internet shall safeguard the confidentiality of such Licensee information, using at least reasonable care.

4. WARRANTIES AND LIMITATION OF LIABILITY

4.1 Limited Warranty for the Licensed Software. For a period commencing with the effective date and continuing for a period of ninety (90) days, Internet warrants that the Licensed Software (i) will conform as to all material operational features and performance characteristics as described in documentation supplied by Internet, and (ii) will be free of errors and defects that materially affect the performance of such features; provided, however, that (i) the Licensed Software is installed, implemented, and operated in accordance with all written instructions supplied by Internet, (ii) Licensee notifies Internet in writing of such nonconformity, error, or defect within ten (10) days of the appearance thereof, and (iii) Licensee has promptly and properly installed all Corrections and Updates made available by Internet to Licensee. If Licensee timely notifies Internet in writing of any such nonconformity, error, or defect, Internet shall at its sole and exclusive option repair or replace the Licensed Software. During the warranty period, Internet shall provide telephone consultation regarding the use and operation of the Licensed Software. THIS WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS, AND LICENSEE MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. INTERNET DOES NOT WARRANTY THAT THE LICENSED SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, THAT THE LICENSED SOFTWARE WILL OPERATE IN THE COMBINATIONS WHICH LICENSEE MAY SELECT FOR USE, THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL LICENSED SOFTWARE ERRORS WILL BE CORRECTED.

THE REMEDIES SET OUT IN SECTION 4.1 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTY PROVIDED IN SECTION 4.1 HEREOF.

4.2 Warranty Exclusions. Notwithstanding any other provisions of this Agreement, the limited warranty provided in Section 4.1 shall not apply to nonconformities, errors, or defects due to any of the following: (i) misuse of the Licensed Software, (ii) modification of the Licensed Software, (iii) failure by Licensee to utilize compatible computer and networking hardware and software if Licensee is authorized to use a multi-user version of the Licensed Software, or (iv) interaction with software or firmware not provided by Internet.

4.3 Warranty Disclaimer for Licensed Software. EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, TO THE EXTENT ALLOWED BY LAW, INTERNET HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES RESPECTING MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE. LICENSEE EXPRESSLY ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE GOODS OR SERVICES TO BE PROVIDED HEREUNDER, AND THAT LICENSEE HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT.

4.4 Proprietary Rights Warranty and Indemnification. Internet represents and warrants that Internet has the authority to license the rights to the Licensed Software that are granted herein. Internet shall defend, indemnify, and hold Licensee harmless from any final award of costs and damages against Licensee for any action based on (i) the lack of right or authority to license the Third Party Software, or (ii) infringement of any U.S. copyright, trade secret, or patent known to Internet as a result of the use or distribution of a current, unmodified copy of the Licensed Software; provided, however, that Internet is promptly notified in writing of any such suit or claim, and further provided that Licensee permits Internet to defend, compromise, or settle same, and provides all available information and reasonable assistance to enable Internet to do so. The foregoing is exclusive and states the entire liability of Internet with respect to infringements or misappropriation of any Proprietary Rights by the Licensed Software.

4.5 Limitation of Liability. INTERNET'S ENTIRE LIABILITY FOR MONEY DAMAGES ARISING OUT OF THIS AGREEMENT AND/OR THE LICENSING OF THE LICENSED SOFTWARE SHALL BE LIMITED TO LICENSE FEES PAID BY LICENSEE UNDER THIS AGREEMENT, AND IF SUCH DAMAGES ARISE OUT OF LICENSEE'S USE OF THE LICENSED SOFTWARE OR SERVICES PROVIDED HEREUNDER SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID FOR THE RELEVANT PORTION OF THE LICENSED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY, PRORATED OVER A THREE-YEAR TERM FROM THE EFFECTIVE DATE OF THIS AGREEMENT. IN NO EVENT SHALL INTERNET BE LIABLE TO LICENSEE UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, DAMAGES FOR LOSS OF DATA, LOSS OF USE OF COMPUTER HARDWARE, DOWNTIME, LOSS OF GOODWILL, LOSS OF BUSINESS OR COMPUTER HARDWARE MALFUNCTION, EVEN IF INTERNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIMITATION CONTAINED IN THIS SECTION DOES NOT APPLY TO CLAIMS FOR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW MAY PROHIBIT LIMITATION OF LIABILITY FOR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO LICENSEE.

4.6 Limitation on Actions. No action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one year after the cause of action has accrued.

4.7 Allocation of Risks. This Agreement allocates fairly between Internet and Licensee the risks of defects to, or failure of, the Licensed Software. This allocation is the result of negotiation between the parties, is accepted by both parties, and is reflected in the pricing for the Licensed Software, other fees payable, the limited warranties provided, the limited remedies provided, the disclaimer of liability for certain damages including without limitation, incidental and consequential damages, the limitation of liability, and the limitation on actions. The parties hereby stipulate that in any proceeding regarding any dispute under this Agreement, all of these provisions should be recognized and enforced.

5. TERM; TERMINATION

5.1 Term. The license term and Agreement shall commence immediately and become effective upon acceptance and execution by Licensee and approval and execution by Internet, and shall continue in perpetuity unless sooner terminated as provided herein.

5.2 Termination by Internet. Internet shall have the right to terminate this Agreement without further obligation or liability by written notice to Licensee in the event that Licensee is in default regarding

any material term hereof, and such default is not cured within ten (10) days of receipt of notice of such default.

5.3 Return of Materials. Within ten (10) days of such termination, Licensee shall return the Licensed Software and all copies of all other materials supplied by Internet to Internet.

6. GENERAL

6.1 Waiver. The failure or forbearance by Internet or Licensee to enforce any right or claim against the other party shall not be deemed to be a waiver by Internet or Licensee of such right or claim or any right or claim hereunder. The waiver by Internet or Licensee of a breach hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other provision.

6.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior proposals, agreements, negotiations, correspondence and all other communications, whether written or oral, between Internet and Licensee. No modification or waiver of any provision hereof shall be effective unless made in a writing signed by both Internet and Licensee.

6.3 Severability. If any provision hereof is determined in any proceeding binding upon the parties to be invalid or unenforceable, that provision shall be deemed severed from the remainder of such agreement, and the remaining provisions of such agreement shall continue in full force and effect.

6.4 Applicable Law. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Georgia without respect to conflict of laws in Georgia.

6.5 Attorney's Fees. In the event it shall become necessary to enforce this Agreement in a court of law, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

6.6 Notice. Except where provided otherwise, notices hereunder shall be in writing and shall be deemed to have been fully given and received (i) when sent and received by facsimile transmission as indicated by a printed notice generated at the time of transmission, or (ii) when mailed by registered or certified mail, return receipt requested, postage prepaid, and properly addressed to the offices of the respective parties as specified in Part One, or at such address as the parties may later specify in writing for such purposes. The foregoing shall apply regardless of whether such mail is accepted or unclaimed.

6.7 Restrictions on Rights of the United States Government. If Licensee is acquiring the Licensed Software on behalf of any unit or agency of the United States Government, the following provisions apply:

6.7.1 The Government acknowledges Internet's representation that the Licensed Software and its documentation were developed at private expense and no part of same is in the public domain.

6.7.2 The Government acknowledges Internet's representation that the Licensed Software is "Restricted Computer Software" as that term is defined in Clause 52.227-19 of the Federal Acquisition Regulations (FARs) and is "Commercial Computer Software" as that term is defined in Subpart 27.401 of the Department of Defense Federal Acquisition Regulation Supplement (DFARS).

6.7.3 The Government agrees that: (i) if the Licensed Software is supplied to the Department of Defense (DoD), the Licensed Software is classified as "Commercial Computer Software" and the Government is acquiring only "restricted rights" in the Licensed Software and its documentation as that term is defined in Clause 252.227-7013(c)(1)(ii) of the DFARS, and (ii) if the Licensed Software is supplied to any unit or agency of the United States Government other than the DoD, the Government's rights in the Licensed Software and its documentation will be as defined in Clause 52.227-19(c)·2) of the FARs.

6.7.4 RESTRICTED RIGHTS LEGEND. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013. Internet Security Systems, Inc., 2209 Summit Place Drive, Dunwoody, GA 30350-2430.

6.8 Assignment. Upon advance written notice, either party may assign this agreement in its entirety (and not in part) to a parent, subsidiary, affiliate or successor in interest to all or substantially all of the business of the party, provided that such assignee is able to and agrees in writing to fulfill the obligations of assignor hereunder.

6.9 Arbitration. Except for the right of either party to apply to a court of competent jurisdiction for a Temporary Restraining Order, Preliminary Injunction, or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection and confirmation of the arbitrator, any and all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Atlanta, Georgia. The arbitrator shall apply the laws of the State of Georgia, U.S.A., to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

EXHIBIT "A"
QUOTATION

1. Licensed Software.

Internet Security Scanner, Version 2.0

2. Authorized Networks

Yes	No	Network Description	Authorized Platform(s)	Licensee Fee
[ ]	[ ]	Class B: a net work address space of up to 65,536 addresses	_____	$_____
[ ]	[ ]	Class C: a net work address space of up to 256 addresses	_____	$_____

3 Technical Support Fees.

Fees for one (1) year's technical support are payable in advance, as follows:

Class B $_____
Class C $_____

4. Price Protection.

Prices are subject to change without notice after ninety (90) days from date of transmission by Internet.

EXHIBIT "B"
INTERNET SECURITY SYSTEMS, INC.
SOFTWARE MAINTENANCE AND SUPPORT

THIS AGREEMENT is made and entered into by and between INTERNET SECURITY SYSTEMS, INC., a Georgia corporation ("Internet") and _____, a _____ corporation ("Licensee").

1. DEFINITIONS

1.1 Capitalized terms used in this Exhibit and not otherwise defined shall have the same meaning as set forth in the body of the Agreement. As used herein, the following words shall have the meanings ascribed to them below:

1.2 "Error" means an error in the Licensed Software which significantly degrades the Licensed Software as compared to the Program Description.

1.3 "Fix" means the repair or replacement of object or executable code versions of the Licensed Software to remedy an Error.

1.4 "Priority A Error" means an Error which renders the Licensed Software inoperative or causes the Licensed Software to substantially fail.

1.5 "Priority B Error" means an Error which substantially degrades the performance of the Licensed Software or materially restricts use of the Licensed Software.

1.6 "Priority C Error" means an Error which causes only a minor impact on the use of the Licensed Software.

1.7 "Workaround" means a change in the procedures followed or data supplied by Licensed Software user to avoid an Error without substantially impairing use of the Licensed Software.

2. SERVICES

During the term of this Agreement, Internet agrees to furnish to Licensee the following support services:

2.1 Error Correction. Internet shall exercise commercially reasonable efforts to correct any Errorthat is reported by Licensee, discovered by Internet or reported by any other user of the Licensed Software in accordance with the priority level reasonably assigned to such Error by Licensee.

2.2 Priority A Errors. Within twenty-four (24) hours of learning of a Priority A Error, Internet shall assign Internet engineers to correct the Error; provide Licensee with periodic reports on the status of the corrections; and initiate work to provide Licensee with a Workaround or Fix. Internet shall provide Licensee with such Workaround or Fix within five (5) business days.

2.3 Priority B Errors. Within twenty-four (24) hours of learning of a Priority B Error, Internet shall assign Internet engineers to correct the Error; provide Licensee with Periodic reports on the status of the corrections; and initiate work to provide Licensee with a Workaround or Fix. Internet shall provide Licensee with such workaround or Fix within fourteen (14) calendar days, and Internet shall use commercially reasonable efforts to include the Fix for the Error in the next regular maintenance release within sixty (60) calendar days.

2.4 Priority C Errors. Internet shall use commercially reasonable efforts to include the Fix for the Error in the next major release of the Licensed Software.

2.5 Errors not Caused by the Licensed Software. If Internet reasonably believes that a problem reported by Licensee may not be due to an Error in the Licensed Software, Internet will so notify Licensee. At that time, Licensee may (i) instruct Internet to proceed with problem determination at its possible expense as set forth below, or (ii) instruct Internet that Licensee does not wish the problem pursued at its

possible expense. If Licensee requests that Internet proceed with problem determination at its possible expense and Internet reasonably determines that the error was not due to an Error in the Licensed Software, Internet shall immediately stop further work and so inform Licensee and Licensee shall pay Internet, at the rate of Sixty-five ($65) Dollars per hour, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. Licensee shall not be liable under this Section 2.5 for problem determination or repair to the extent that problems are due to Errors in the Licensed Software nor shall Licensee be liable for work performed under this Section 2.5 in excess of its instructions or after Licensee has notified Internet in accordance with the terms hereof that it no longer wishes work on the problem determination to be continued at its possible expense. If Licensee instructs Internet that it does not wish the problem pursued at its possible expense or if such determination requires effort in excess of Licensee instructions, Internet may, in its reasonable discretion, elect not to investigate the error.

2.6 Upgrades and Enhancements. Internet shall provide to Licensee copies of every upgrade, enhancement, or other improvement or modification of the Licensed Software within one (1) day of Internet's making such upgrade, enhancement, improvement or modification available to any other of Internet's customers.

2.7 Telephone Support. Internet shall provide reasonable telephone consultation with respect to the Licensed Software to Licensee during Internet's normal business hours, excluding holidays.

2.8 No Support of Alterations of the Licensed Software. Internet shall have no obligation to support Errors arising from any alteration, or modification of the Licensed Software.

3. TERM

The term of this Agreement shall be one (1) year from the effective date set out above. This Agreement shall renew automatically for additional renewal terms of one (1) year each provided Licensee pays the renewal fee prior to the expiration of the current term.

4. FEE

The fee for the initial one-year term hereof is $_____, payable upon execution hereof.

5. ADOPTION BY REFERENCE

The provisions of Sections 4 and 6 of the Internet Security Systems, Inc. Software License Agreement by and between the parties are hereby adopted by reference and the parties intend that such provisions shall apply to this Agreement.

INTERNET SECURITY SYSTEMS, INC.:		LICENSEE:	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____