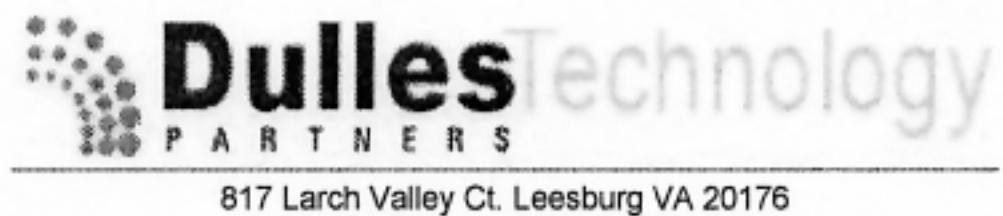


VOID IF EXECUTED AFTER _____



**MASTER AGREEMENT
COVER PAGE**

The attached documents describe the relationship between Dulles Technology Partners Inc. ("DTP") and the Customer identified below ("Customer") (each of DTP and Customer, a "Party"). The documents attached to this cover page will consist of the Master Terms, which describe and set forth the general legal terms governing the relationship, and one (1) or more addenda describing and setting forth detail about that relationship ("Addenda"), depending upon the particular equipment and/or services to be provided to Customer (collectively, the "Agreement").

This Agreement includes this Master Agreement Cover Page, the attached Master Terms and all Addenda that are attached to the Master Terms and that are executed by both Parties. This Agreement, including the attached Master Terms, will become effective when this cover page is executed by authorized representatives of both Parties (the "*Effective Date*").

CUSTOMER INFORMATION:	
Name/Customer: _____	Principal Contact Person: _____
Address: _____ _____	Title: _____
_____	Phone: _____
_____	Fax: _____
_____	Email Address: _____
Billing Contact: _____	
Title: _____	Initial Term: _____
Phone: _____	Customer Tax ID Number: _____
Fax: _____	Customer Web Site: _____
Email Address: _____	

FOR INTERNAL DTP USE ONLY:

Please indicate (by checking the appropriate boxes below) which Addenda, if any, are initially executed and attached to this Agreement.

Enterprise License Maintenance and Support Professional Services

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

CUSTOMER: _____

DULLES TECHNOLOGY PARTNERS, INC.

By (Signature): _____

By (Signature):

Name (Printed):

Name (Printed): Tan Nriess

Title: Reincarnation

3/13/34

**DULLES TECHNOLOGY PARTNERS INC.
MASTER TERMS**

1. DEFINITIONS. Certain capitalized terms, if not otherwise defined on the Cover Page to which these Master Terms are attached, shall have the meanings set forth below in this Section 1.

1.1 "Addendum" means any addendum to this Agreement executed by both Parties, if any, and may include, without limitation, any of DTP's standard forms of Enterprise License Addendum, Maintenance and Support Addendum and/or Professional Services Addendum.

1.2 "Agreement" means, collectively, the Cover Page, these Master Terms, and any executed Addenda hereto.

1.3 "Confidential Information" means any material or information relating to a Party's research, development, products, product plans, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing, finances, or other business information or trade secrets that such disclosing Party treats as proprietary or confidential. Without limiting the foregoing, the software and any databases (including any data models, structures, non-customer specific data and aggregated statistical data contained therein) of DTP shall constitute Confidential Information of DTP.

1.4 "Cover Page" means DTP's standard form of cover page to which these Master Terms are attached.

1.5 "Customer" has the meaning set forth on the Cover Page.

1.6 "Documentation" shall mean DTP's standard user manuals and/or related documentation generally made available to licensees of the Licensed Application.

1.7 "Effective Date" has the meaning set forth on the Cover Page.

1.8 "Initial Terms" means the period of time indicated as the "Initial Term" on the Cover Page.

1.9 "Licensed Application" means DTP's proprietary software application(s) for which a license is granted or to which access is granted pursuant to DTP's standard form of Enterprise License Addendum.

1.10 "Master Terms" means all the provisions, terms and conditions set forth in this document entitled "Dulles Technology Partners Inc. Master Terms."

1.11 "Order Form" means DTP's standard form of ordering document or any other form approved by DTP for such purposes, which document expressly references this Agreement and pursuant to which Customer submits a request to purchase the products, services and/or licenses specifically identified therein, and which document shall in any event include the identify, quantity and price(s) applicable to such subject matter.

1.11 "Party" has the meaning set forth on the Cover Page.

1.12 "DTP" has the meaning set forth on the Cover Page.

1.13 "Term" means the period during which this Agreement remains in force and effect in accordance with Section 10.1.

2. GENERAL. These Master Terms contain the general terms and conditions governing the general legal relationship between DTP and Customer relating to the mutual covenants and obligations of the Parties set forth in the attached and executed Addenda, if any. DTP's provision of licenses to its proprietary software, and the provision of services related to such licenses or services, are subject to the terms and conditions contained in this Agreement and any applicable Addenda. However, Customer acknowledges and understands that these Master Terms do not, absent execution of such an Addendum, impose any obligation upon DTP to provide any such license, access or services.

3. ORDER OF PRECEDENCE. Customer agrees that each Order Form is subject to the terms and conditions set forth in this Agreement. In the event of a conflict between these Master Terms and any Addendum or Order Form, these Master Terms shall govern unless the provisions of the relevant Addendum or Order Form explicitly state the Parties' intention that the particular

relevant portion of the Addendum or Order Form should supersede these Master Terms.

4. FEES AND PAYMENTS

4.1 Fees Payable. In consideration for DTP's performance under this Agreement, Customer agrees to pay such amounts as may be required by each and all Addenda, as applicable. Except as otherwise provided in any applicable Addendum, all amounts due hereunder shall be paid in accordance with the Illinois Local Government Prompt Payment Act 50 ILCS 505/1 et seq.

4.2 Customer's Operating Expenses. As between the Parties, Customer shall bear all expenses incurred in performance of its obligations or exercise of its rights under this Agreement.

4.3 Disputed Charges. Customer must notify DTP in writing of any dispute or disagreement with invoiced charges within sixty (60) days after the date of invoice. Absent such notice, Customer shall be deemed to have agreed to the charges as invoiced after the expiration of such time period.

4.4 Late Charges. DTP reserves the right to charge, and Customer agrees to pay, a late charge in accordance with the Illinois Local Government Prompt Payment Act 50 ILCS 505/1 et seq.

4.5 Taxes. All amounts payable under this Agreement shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Customer will be responsible for payment of all such taxes (other than taxes based on DTP's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of services. Customer will make all payments required hereunder to DTP free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on any payments hereunder to DTP will be Customer's sole responsibility, and Customer will, upon DTP's request, provide DTP with official receipts issued by the appropriate taxing authority, or such other evidence as DTP may reasonably request, to establish that such taxes have been paid.

4.6 Auditing Rights and Required Records. If any amounts payable under this Agreement (including under any Addendum) are not based upon a fixed sum ascertainable as of the Effective Date (or the effective date of the applicable Addendum), Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. DTP will have the right, at its own expense, upon reasonable prior notice, periodically to inspect and audit the records of Customer with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid DTP with respect to any amounts due and payable during the period to which such inspection and audit relate, Customer shall promptly pay such amounts as are necessary to rectify such underpayment, together with interest in accordance with Section 4.4, and further provided that if the amount of such underpayment equals or exceeds five percent (5%) of the total amounts due and payable by Customer during the period to which such audit relates, Customer shall reimburse DTP for the cost of such inspection and audit. Such inspection and auditing rights shall extend throughout the Term and for a period of two (2) years after the termination of this Agreement.

5. CONFIDENTIALITY

5.1 Ownership of Confidential Information. Subject to the Freedom of Information Act, the Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or

such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.

5.2 Mutual Confidentiality Obligations. Subject to the Freedom of Information Act, each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

5.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 5.1 and 5.2 shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

6. OWNERSHIP. Customer acknowledges that DTP and its licensors own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, mask work rights, and other intellectual property rights ("Intellectual Property Rights") in and to the Licensed Application (including all components thereof), and DTP expressly reserves all rights not expressly granted to Customer in this Agreement. Customer shall not engage in any act or omission that would impair DTP's and/or its licensors' Intellectual Property Rights in the Licensed Application and/or any other materials, information, processes or subject matter proprietary to DTP.

7. WARRANTIES

7.1 Representations and Warranties. Each Party represents and warrants to the other that the execution and performance of this Agreement does not and shall not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations.

7.2 No Other Warranties. EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN THIS AGREEMENT (INCLUDING IN ANY ADDENDA HERETO), THE LICENSED APPLICATION AND ANY OTHER MATERIALS, SOFTWARE, DATA AND/OR SERVICES PROVIDED BY DTP ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND DTP EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY DTP ON

THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. DTP DOES NOT WARRANT THAT THE LICENSED APPLICATION OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT DTP'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF CUSTOMER ONLY.

8. LIMITATION OF LIABILITY

8.1 Limitations. IN NO EVENT SHALL DTP BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, DAMAGES, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF DTP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.2 Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

9. INDEMNIFICATION

9.1 Indemnification by DTP.

(a) DTP shall defend, indemnify, and hold Customer harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any claim by a third party that any use of, or access to, the Licensed Application expressly authorized under this Agreement infringes or misappropriates, as applicable, any U.S. patent issued as of the Effective Date or any copyrights or trade secrets under applicable laws of any jurisdiction within the United States, provided that Customer gives DTP (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as DTP may reasonably request, at DTP's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, DTP shall have no obligation or liability to the extent that the alleged infringement arises from (1) the combination, operation, or use of the Licensed Application with products, services, information, materials, technologies, business methods or processes not furnished by DTP; (2) modifications to the Licensed Application, which modifications are not made by DTP; (3) failure to use updates to the Licensed Application provided by DTP; or (4) use of the Licensed Application except in accordance with any applicable user documentation or specifications (circumstances under the foregoing clauses (1), (2), (3) and (4), collectively, "*Customer Indemnity Responsibilities*").

(b) Upon the occurrence of any claim for which indemnity is or may be due under this Section 9.1, or in the event that DTP believes that such a claim is likely, DTP may, at its option (i) appropriately modify the Licensed Application so that they become non-infringing, or substitute functionally equivalent software or services; (ii) obtain a license to the applicable third-party intellectual property rights; or (iii) terminate this Agreement on written notice to Customer and refund to Customer a portion of the license fees paid by Customer, pro-rated on a five (5)-year straight-line basis. The obligations set forth in this Section 9 shall constitute DTP's entire liability and Customer's sole remedy for any actual or alleged infringement or misappropriation.

9.2 Indemnification by Customer. This section intentionally left blank.

10. TERM AND TERMINATION

10.1 Agreement. This Agreement shall become effective upon the Effective Date and shall have an initial term equal to the Initial Term indicated on the Cover Page, unless earlier terminated in accordance with this Section 10; provided, however, that this Agreement shall remain in full force and effect until the expiration or termination of any and all Addenda executed prior to the end of the Initial Term.

10.2 Termination for Breach. Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter (i) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within thirty (30) days after receiving written notice thereof; or (ii) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

10.3 Termination Upon Bankruptcy, Insolvency, Etc. Either Party may terminate this Agreement immediately upon written notice after the other Party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within 30 days.

10.4 Termination of Individual Addenda. In addition to each Party's rights under Sections 10.1 and 10.2, each Party may terminate any particular Addendum according to any provision therein permitting such termination, provided that this Agreement (including these Master Terms and any other Addenda) shall remain in full force and effect in accordance with their respective terms.

10.5 Accrued Obligations. Termination of this Agreement and/or any particular Addendum shall not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement and/or any applicable Addendum to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement or any Addenda as permitted by any provision in this Section 10 shall incur no additional liability merely by virtue of such termination.

10.6 Cumulative Remedies. Termination of this Agreement and/or any applicable Addendum, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby.

10.7 Effect of Termination. Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; and (iv) shall promptly pay all amounts due and remaining payable hereunder.

10.8 Survival of Obligations. The provisions of Sections 4, 5, 6, 7.2, 8, 9, 10.5, 10.6, 10.7, 10.8 and 11, as well as Customer's obligations to pay any amounts due and outstanding hereunder, shall survive termination or expiration of this Agreement.

11. MISCELLANEOUS

11.1 Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ITS RULES REGARDING

CONFLICTS OF LAWS. The exclusive fora for any litigation arising out of this contract shall be the United States District Court for the Northern District of Illinois (Eastern Division) or the Circuit Court of the Sixteenth Judicial Circuit, Kane County Illinois.

Commented [CP1]: By law the City cannot indemnify

11.2 Force Majeure. DTP shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of DTP. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

11.3 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to Customer, as set forth on the Cover Page, or if to DTP, as follows:

817 Larch Valley Ct
Leesburg, VA 20176 USA
Attention: [Tom Nyilasi]
Facsimile: 703-783-0667

With a copy to:

Cooley Godward LLP
One Freedom Square, Reston Town Center
11951 Freedom Drive
Reston, Virginia 20190
Attention: Todd W. Harris, Esq. /
Adam J. Ruttenberg, Esq.

With a copy to:

City of Aurora Law Department
44 East Downer Place
Aurora, Illinois 60507

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of facsimile transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

11.4 Assignment. Neither Party shall not assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation by either Party shall be null, void and of no effect. This Agreement shall be binding upon and inure to the benefit of DTP and Customer and their successors and permitted assigns.

11.5 Independent Contractors. Customer and DTP acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.

11.6 Amendment. No amendment to this Agreement or any Addendum shall be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.

11.7 Waiver. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

11.8 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

11.9 Causes of Action. No action arising from or related to this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued, except that an action for non-payment may be brought within two (2) years after the date such amount was due.

11.10 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

11.11 U.S. Government End-Users. Each of the components that constitute the Licensed Application is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Licensed Application with only those rights set forth herein.

11.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

11.13 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

11.14 Entire Agreement. This Agreement (together with any Addenda) sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein. No terms or conditions set forth in any purchase order or similar document provided by Customer shall be binding upon DTP, nor shall any such terms or conditions modify, add to or supercede any provision of this Agreement.

11.15 Freedom of Information Act. As a public body, the Customer's records are governed by the Illinois Freedom of Information Act (5 ILCS 140/1), which provides that any public records in its possession are subject to inspection by the public. Therefore, unless a statutory exemption applies, records relating to this contract are considered public records under FOIA and therefore not confidential. To the extent DTP may be performing a governmental function on behalf of the Customer, records in DTP's possession that relate to this contract, unless exempt under FOIA, may also be considered public records subject to inspection by the public. Therefore, DTP agrees to cooperate with the Customer in the event a FOIA request for such records is received, and agrees to provide the Customer with the requested records within two (2) business days

[End of Master Terms]