

InfoResponse Silver

ADDENDUM TO THE MASTER SOFTWARE LICENSE AGREEMENT 6990.20

BETWEEN State of Maryland Dept of Budget & Management , hereinafter "Licensee", a with principal offices at 45 Calvert Street Annapolis, MD 21401, **AND INFORMATION BUILDERS, INC.**, hereinafter "IBI" or "Licensor", a New York Corporation with principal offices at Two Penn Plaza, New York, New York 10121-2898, U.S.A. If no Master Software License Agreement is in place IBI's standard license terms shall apply.

Whereas the Licensee is a current subscriber to IBI's *InfoResponse* Standard offering, formerly known as Annual Enhancement, Maintenance and Support ("AEMS"), for the IBI License identified in the Attachment "A" hereto and;

Whereas such *InfoResponse* Standard is offered from 8 AM to 8 PM EST excluding weekends and holidays and;

Whereas the Licensee desires to augment the availability of certain services provided under *InfoResponse* Standard and;

Whereas IBI hereby agrees to provide *InfoResponse* Silver in accordance with the following:

The Licensee must be a subscriber of IBI's *InfoResponse* Standard service as a prerequisite to receiving *InfoResponse* Silver service for any licensed Software. If at any time Licensee ceases to be an *InfoResponse* Standard subscriber for licensed Software, the Licensee shall forfeit the right to *InfoResponse* Silver services for such Software. In the event *InfoResponse* Silver service is terminated for this reason, *InfoResponse* Silver monthly fees paid are non-refundable and no further payments for *InfoResponse* Silver shall be required.

InfoResponse Silver shall be available for the Software in consideration of the fees specified on Attachment(s) "A" hereto. A fully executed Attachment(s) "A" and Customer Profile(s) is required, that specifies each License for which Licensee desires *InfoResponse* Silver service. These fees are in addition to the *InfoResponse* Standard fees that the Licensee currently pays to IBI pursuant to the referenced Master Software License Agreement.

Services Provided

Subscription to *InfoResponse* Silver service extends the availability of certain *InfoResponse* Standard services for the License identified, to twenty-four hours a day seven days a week, as further described below. *InfoResponse* Silver services shall be limited to emergency technical support for development and production applications and to after hours installation support such as: Upgrades to operating system software; Upgrading to a more recent release of IBI Software within platforms as required; moving applications from development into production; migrating IBI Software from one operating system to another, moving applications from development into and out of a test environment as required, providing the proper license has been acquired. *InfoResponse* Silver does not include the correction of production applications, however IBI will provide assistance to Licensee in emergency situations. The Licensee shall contact the *InfoResponse* Silver service line when it determines that a Priority 1 condition exists as further described below. IBI shall be obligated to support existing development and production applications utilizing the covered IBI Software (described on Attachment(s) "A" hereto), which are not functioning in accordance with the warranty provisions of IBI's Master Software License Agreement. IBI shall employ its best efforts to promptly resolve and provide a "work around" for problems that the Licensee deems critical. If after review of the Licensee's request, both The State of Maryland and IBI determine that the situation does not require immediate attention the request will be deferred to IBI's *InfoResponse* Standard program. Any non-critical requests, as agreed upon by The State of Maryland and IBI's consultants, shall be handled during normal business hours.

IBI shall assign Licensee an authorization number which its authorized representatives shall provide to IBI's *InfoResponse* Silver consultant when reporting a covered problem during the augmented telephone hours or to arrange *InfoResponse* Silver Installation Support. IBI shall utilize its best efforts to respond to such calls as follows:

Priority and Response Time

Priority 1 Condition: a covered existing development or production Software application is causing loss in productivity and/or affects daily operations by Licensee's information services staff.

Response Time: IBI will respond to an authorized customer representative's request within (1) one hour of the initial call. IBI will continue to utilize its best efforts to supply, either an up-date of the affected item or an alternative method that has substantially the same functionality.

Installation Support: If Licensee desires to install upgrades of IBI Software during the evening hours or on weekends InfoResponse Silver Installation Support may be utilized in order to minimize disruptions to its user community.

Response Time: IBI will offer Installation Support coverage to those Licensees subscribing to the InfoResponse Silver program. An authorized representative of Licensee must prearrange a mutually agreed to time. An IBI consultant shall be available to provide the required technical installation assistance upon at least 72 hours notice to IBI.

Enhanced InfoResponse Standard: IBI Customer Support Services will utilize its best effort to respond to all technical support calls opened using the Site Code Number specified on the applicable Attachment "A" attached hereto within one hour during normal hours of operation. Normal hours of operation are from 8am to 8pm EST Monday through Friday on those days that IBI is open for business.

Access to InfoResponse Silver Service

IBI shall assign Licensee an authorization number, which its authorized representatives shall provide to IBI's InfoResponse consultant when calling during the augmented telephone hours.

Licensee calls for InfoResponse Silver service shall be placed through the following phone numbers: (800) 736-6130 in North America and (212) 736-6130 outside of North America. Licensee agrees that it shall only provide the authorization number assigned by IBI to its authorized representatives, as further defined below. Only authorized Licensee representatives with a valid authorization number shall be provided with InfoResponse Silver service. IBI reserves the right to deny service to any unauthorized Licensee representative.

Licensee's Responsibilities

Only authorized Licensee representatives possessing a valid authorization number and listed on the attached Customer Profile(s) are permitted to utilize the InfoResponse Silver service line. The Licensee shall be responsible for providing its authorized representatives with the authorization number and shall take all reasonable measures to ensure that only authorized representatives utilize the authorization number. The Licensee shall include the names of the authorized representatives with each Attachment "A" and Customer Profile submitted. At least one of Licensee's authorized representatives must be available for consultation throughout the duration of any after hours InfoResponse Silver service. IBI recommends that Licensee supply a primary contact. IBI reserves the right to limit service to the authorized representatives identified. Licensee may at any time add or delete authorized representatives upon prior notice to IBI.

The Licensee shall provide IBI access to computers and information at the covered site as necessary to provide the services described herein. In the event a third party developed the affected applications for Licensee, IBI consultants shall have access to such organizations upon the written consent of the State project manager.

Pricing

The price for the first year, from March 25, 2001, to March 24, 2002, shall be \$12,000. In future periods, InfoResponse Silver shall be available to the Licensee at the current annual fee of 5% of the then current published price One-Time Software License fee for all IBI Software on the specified CPU(s), subject to the minimum of US\$9,600. The annual fee will be determined in this manner for both Rental and One-Time licenses and the InfoResponse Silver fee will be payable in equal monthly installments. The Monthly InfoResponse Silver option is not available for One-Time licenses. The pricing contained herein is subject to change upon renewal. The InfoResponse Silver fees are subject to adjustment upon Licensee adding new Software item(s) to a covered IBI Site Code Number. For detailed pricing see the Attachment(s) "A" attached hereto.

Invoicing Invoices are due and payable Net 30 days. All of the provisions of section 4.2 of the Master Contract dated June 11, 1997 apply to invoices.

Term/Effective Date

A twelve-month renewable term, commencing upon the Effective Date of 3/25/01 applies to the applicable One-Time or Rental License(s) identified on Attachment "A" to this Addendum.

Renewal

This Agreement shall automatically renew, subject to necessary approval and funding, for successive one (1) year terms at the rates then prevailing, unless terminated in writing by either party with at least thirty (30) days advance written notice effective as of the conclusion of the term.

Limitation of Liability

All of the terms of the Master Contract dated June 11, 1997 remain in full force and effect.

Force Majeure

No party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control. Upon such delay or failure affecting one party, that party shall notify the other parties and use all reasonable endeavors to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable.

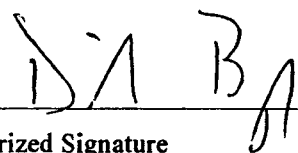
This terms and conditions of the Master Software License Agreement (the "MLA") are expressly incorporated into this Addendum. In the event of any conflict between the terms and conditions of this Addendum and the MLA the Addendum shall prevail. All of the terms of the Master Contract dated June 11, 1997 remain in full force and effect.

Except as specifically provided herein, if there are any conflicts among the Master Contract, this Agreement and the MLA, the terms of the Master Contract shall apply.

Agreed to and accepted:

Information Builders Inc.

Licensee



Authorized Signature



Authorized Signature

DAVID BOYLE
MANAGER OF SALES OPERATIONS

Type name/title

LYNN DULEH BUEHLER BUDGET OFFICER

Type name/title

MAR 23 2001

Date

Mar. 23, 2001

Date

Attachment "A" to InfoResponse Silver Addendum

Each and every item of the Information Builders Software which is licensed on the computer at the installation location(s) specified below, as of the Effective Date of the InfoResponse Silver Addendum, are included under InfoResponse Silver service, subject to payment of the applicable fees identified below.

IBI Site Code	Computer Model	Serial Number	Operating System	Location
6990.20	IBM 9021-982 <i>YB</i>		MVS	
	<i>Amdahl 2052C</i>	<i>1024 YB</i>		<i>Annapolis, Md YB</i>

InfoResponse Silver Service Fee

IBI Site Code	One-Time License or Rental?	Current Annual License Fee for covered features	InfoResponse Silver Annual Fee	InfoResponse Silver Monthly Rental Fee *
6990.20			\$12,000	
Total			\$12,000	

* Note that the Monthly InfoResponse Silver option is not available for One-Time licenses.

Effective Date 3/25/01

Agreed to and accepted:

Information Builders, Inc.

Licensee

DA B

 Authorized Signature

Lynn Buehler

 Authorized Signature

DAVID BOYLE
 MANAGER OF SALES OPERATIONS

LYNN DULCH BUEHLER
 BUDGET OFFICER

Type name/title

Type name/title

MAR 23 2001

3/23/01

Date

Date