i.e.SOLUTIONS, inc.

Reference: dbMASS Product Evaluation Agreement

To Whom It May Concern:

Enclosed please find the dbMASS Product Evaluation Agreement that is required to receive an evaluation copy of our product.

Some of the better known companies that are currently using dbMASS include: The Aerospace Corporation, Allied Signal Aerospace - Aircraft Landing Systems, Beech Aircraft, Boeing Space Systems Division, Boeing Rocketdyne Division, Hughes - Santa Barbara Research Center, Loral Space Systems, Lockheed Martin (Denver), NASA Jet Propulsion Lab, Northrop Grumman, Rohr, Inc., Raytheon Missile Systems Co., Teledyne Ryan Aeronautical and TRW Space & Technology Group.

The enclosed contract for establishing the Product Evaluation Agreement between "Your Company" and i.e.SOLUTIONS, Inc. needs to be completed. Send the completed signed document to my attention. A faxed copy can be used to get the process started but we will also want the original document for our signature. The basis of the agreement is summarized as follows:

> "Your Company" shall be allowed to evaluate the dbMASS and the selected enhancement modules for a period of 30 days. There will be no charge for the Product Evaluation Kit (PEK). The materials of the dbMASS PEK shall be either purchased or returned to i.e. SOLUTIONS, Inc. after the trial period has expired. Shipment of the dbMASS to "Your Company" shall be made upon receipt of the signed Product Evaluation Agreement. If not purchased, return of the dbMASS PEK to i.e. SOLUTIONS, Inc. shall be provided by "Your Company" at the completion of the evaluation period.

Exhibit A is the Product Evaluation Agreement.

Call or e-mail me at JerryFleck@i-e-solutions.com if you have any further questions. Our telephone number is 760-434-0115. Our fax number is 760-434-0116.

Sincerely,

Jerry Fleck
President

EXHIBIT A
PRODUCT EVALUATION AGREEMENT

This Agreement is made and entered into this _____ day of_____ 20_____ by and between i.e. SOLUTIONS, Inc. (hereinafter referred to as i.e.SOLUTIONS) and _____
_____ located at _____
_____ (hereinafter referred to as "EVALUATOR").

WHEREAS EVALUATOR intends to engage in the loaning of certain i.e.SOLUTIONS Product(s) with a nominal service charge of $ 00.00_____ to EVALUATOR;
and

WHEREAS EVALUATOR desires to accept the loan of such Product(s) for the purpose of evaluation and testing under the terms and conditions set forth herein:

NOW THEREFORE, in consideration of the mutual covenants, promises, obligations and conditions contained herein, the parties agree as follows:

WITNESSED

1.	Definitions. The term Product(s) as used in this Agreement shall mean the equipment, software, or other items identified in Exhibit B.

2.	Title. EVALUATOR agrees that i.e.SOLUTIONS retains title to all items, listed in Exhibit B and that there can be no sale, transfer, assignment or pledge by EVALUATOR with respect to said items and EVALUATOR shall keep the items from all liens, attachments or encumbrances unless i.e.SOLUTIONS's prior written consent is obtained. Under no circumstances shall this Agreement be construed as constituting a sale or rental of the Product(s).

3.	Responsibilities.

	Software:

	a)	i.e.SOLUTIONS grants to EVALUATOR during the term of this Agreement a non-exclusive, non-transferable license to use each Software Program solely for the purpose set forth in paragraph 4. Usage. EVALUATOR may copy the Software only as is necessary to support such use, and shall reproduce and include any notices required by i.e.SOLUTIONS on any copies.

	b)	Title to the Software in part or in whole and the information they contain and any copies of them is and shall remain in i.e.SOLUTIONS.

	c)	EVALUATOR agrees to use as great a standard of care as it uses with respect to its own trade secret or other proprietary data not to disclose, provide or otherwise make available any Software or the information contained in it in any form to any third party without i.e.SOLUTIONS's prior written consent, except when any such party is on EVALUATOR's premises with EVALUATOR's permission for purposes specifically related to EVALUATOR's use of the Software.

Equipment and Other Items:

a)   Title to and ownership of the Equipment and other items are and shall remain with i.e.SOLUTIONS at all times.

b)   The Equipment and other items shall be used only by EVALUATOR and EVALUATOR's employees, or third parties under EVALUATOR's direction and control, and shall not be removed from the installation Location without the prior written consent of i.e.SOLUTIONS, except during emergencies.

c)   i.e.SOLUTIONS shall maintain in force a standard Maintenance Agreement for the Equipment during the entire term of this Agreement.

4.   Usage. The Product(s) shall be used solely for the purpose of evaluating and testing, even though actual data may be processed with the Product(s).

5.   Term of Agreement. This Agreement for the loan of Product(s) listed on Exhibit B shall be effective as of the date the Agreement is signed by EVALUATOR and i.e.SOLUTIONS and will terminate   30   days after receipt of Product(s).

6.   Delivery/Installation. Delivery of Equipment will be made F.O.B. destination. Delivery transportation and insurance charges relating to shipment shall be borne by i.e.SOLUTIONS. EVALUATOR shall be responsible for the installation of all Equipment unless otherwise agreed in writing by i.e.SOLUTIONS.

7.   Termination. At the end of the term of this Agreement, or when EVALUATOR shall discontinue use of the Product(s), if earlier, EVALUATOR shall be responsible for making all arrangements for the removal, disassembly, packing and shipment of Product(s) being returned, and the risk of loss therefrom. Return transportation and insurance charges relating to shipment shall be borne by EVALUATOR.

8.   Limitations. Neither party shall have liability to the other under this Agreement including liability for lost profits or other consequential, incidental or special damages, even if advised of the possibility of such damages.

9.   Third Party Liability. Each party shall be responsible for its own tort liability.

10.   Notices. Notices required or permitted hereunder shall be in writing and deemed effective upon receipt.

11.   Assignment. Neither this Agreement, nor individual transactions under it, shall be assigned by either party without the prior written consent of the other.

12.   Paragraph Headings. The headings in this Agreement are for convenience only and shall not be used in construing this Agreement.

13.   Force Majeure. Neither party shall be liable for any failure or delay in performance due to whole or in part to any cause beyond its control.

14.   Governing Law. This Agreement and all transactions under it shall be governed by the laws of the State of Delaware.

15.   Patent Indemnity. This clause shall apply to articles, or component parts thereof, which have been sold or offered for sale to the public in the open commercial market, or are the same as such articles with relatively minor modifications, and further, is limited to patents, copyrights, trade secrets and trademarks of the place of manufacture and of the United States. i.e.SOLUTIONS shall at its expense hold harmless and defend EVALUATOR, its officers, agents, employees and customers, and all persons claiming under EVALUATOR against any suit or suits for the infringement of any patent, copyright, trade secret or trademark, and shall indemnify the aforesaid parties against all damages, costs, and expenses including attorneys' fees and court costs, arising therefrom by reason of the normal and intended use of the articles covered by this Agreement. EVALUATOR agrees to give i.e.SOLUTIONS prompt notice in writing of any suit for infringement and provide such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof.

16.   Entire Agreement. This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes all prior agreements and communications, oral or written, with respect to the subject matter. Any proposed variations or additions which may be contained in any purchase order or other communication submitted by i.e.SOLUTIONS or the EVALUATOR are objected to and deemed to be material. No employee of either party, other than an authorized representative shall have any actual or apparent authority to modify the term of this Agreement in any way; all effective modifications shall be in writing expressly intending such modification and signed by an authorized representative of both parties. Any item or service furnished by i.e.SOLUTIONS in furtherance of this Agreement, although not specifically identified in it, shall nevertheless be covered by this Agreement unless specifically covered by some other written agreement executed by an authorized representative of EVALUATOR and i.e.SOLUTIONS.

By signing in the space provided below, both parties acknowledge that they have read, understood and agree to be bound by the terms and conditions of this Agreement and that the persons signing are duly authorized to do so.

i.e. SOLUTIONS, Inc.   EVALUATOR:_____

_____   _____
Signature   Jerry W. Fleck   Signature

              President
_____   _____
Title   Title

_____   _____
Date   Date

i.e.SOLUTIONS, inc.

EXHIBIT B
dbMASS PRODUCT EVALUATION KIT
(dbMASS PEK)

LIST OF MATERIALS:

1. Software. dbMASS Time Limited License configured with the following modules:
    (Please indicate with check marks the modules of interest.)

Module	Description
☐ dbMASS 100	dbMASS Standard Module
☐ dbMASS 200	dbMASS Standard Module for Windows NT Workstation
☐ dbMASS 301	Spin and CG Balance Module
☐ dbMASS 302	Uncertainty Analysis Module
☐ dbMASS 303	Configuration and Effectivity Module
☐ dbMASS 304	Entry Fields and Custom Reports Module
☐ dbMASS 305	Weight Change Tracking Module
☐ dbMASS 308	Import Translation Module for:
☐ CATIA	☐ I-DEAS ☐ ProEngineer
☐ dbMASS 310	Weight Distribution Module
☐ dbMASS 312	Cost Tracking Module

2. Diskette. dbMASS an integrated mass properties analysis tool 3.5" floppy disks.

3. Manual. dbMASS Users Manual. This includes the dbMASS three ring binder, five chapters and one appendix of documentation and one vinyl diskette holder.