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WITNESSETH:

WHEREAS, Licensor is engaged in the business of designing and developing computer-related software and hardware systems and related products and has created and developed a software package called LPAR2RRD IBM i OS agent that is intended to collect performance data from IBM i OS using a native systems calls and send this data to LPAR2RRD server (the "Software").

WHEREAS, Licensee desires to utilize such Software in conjunction with tracking performance of his IBM i OS presented in its LPAR2RRD IBM i OS agent.

WHEREAS, Licensor and Licensee believe it is in their mutual interest and desire to enter into an agreement whereby Licensee would use Licensor's Software on its IBM Power Systems servers in tracking performance of his IBM i OS to the terms and conditions hereinafter provided.

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