segue

September 28, 2005

Nancy Kowalczyk
Palm Beach County School District
3300 Forest Hill Blvd.
West Palm Beach, FL 33406

RE: Memorandum of Understanding

Dear Nancy,

Thank you for taking the time to meet with me last week and your clarity regarding the purchasing process and specifically the status of the pending purchase order was quite helpful. While the past couple of weeks have been frustrating for both sides, I am encouraged that the end is in sight and we will shortly be able to apply our performance testing tools to your PeopleSoft environment. This is an excellent investment that you are making and I am confident that you will be very pleased with the capabilities that this will provide.

I have written this memo to outline the various components associated with our proposal, thereby ensuring that we are all in agreement relative to the scope of the engagement. As it has been some time since detailed discussions, this will serve as a helpful reference document.

The quotation includes the following Segue products, which will be immediately shipped electronically to you following receipt of your purchase order:

> SilkPerformer Load Testing tool, base license and 500 Virtual Users (VUs)
> SilkPerformer Server Analysis Module
> Tuxedo Protocol Add-on
> Silk Essentials for PeopleSoft

Payment will be provided according to standard NET 30 terms and maintenance will be governed in accordance with the terms specified in Segue quotation PalmBeach_71933_092805. I created this quote today in order to extend the expiration date and will forward this to you.

In addition to the products referenced above, you have also purchased 4 tokens for our on-line training class, Modeling and Implementation with SilkPerformer. This course will be an on-line course that includes on-line access to an instructor and will be scheduled according to your needs. This access will be available during regular business hours for the entire two week training duration. In addition to instructor access, you will of course also have access to our

technical support center and our field technical resources. From our perspective, training is a critical component of the overall ramp up process and we are fully committed to ensuring a successful training regimen. Please note that the training tokens must be consumed within one year of purchase.

You have also purchased two weeks of consulting, during which Segue will provide you with an on-site resource to work directly with your team to develop performance testing scripts for your PeopleSoft environment. Outlined in Attachment A is a typical description of the QuickStart program, but of course this can customized to meet your specific needs. As we schedule this activity, we can refine the specific set of activities as needed. Please note that Segue agrees to absorb all travel costs associated with this on-site engagement.

Again, thank you for your help and hopefully we will complete the purchase process shortly and can quickly move to apply these tools to meet your performance testing needs. Should you have any questions or comments, please get in touch with me immediately.

Sincerely,

Christopher M. Brown
Enterprise Sales Manager
Segue Software

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Attachment A

Typical Activities of a Boot camp: (note that as boot camps are highly customized, the contents for each day would vary depending on application, customer needs, and participants. The practicum typically consists of the development of one or more test cases for use by the customer following the completion of the boot camp).

Day 1:
1) Introductions, set-up of equipment and facilities (2 hours)
2) Review of application, discussion of needs and issues, assessment of participants (2 hours)
3) Assessment of application, recording issues, application technologies (8 hours)
   a) First Practicum: Configuring SilkPerformer to record a PPS application
   b) Second Practicum: Recording and Executing a PPS Script
   c) Third Practicum: Interpreting error messages from PPS Scripts.
Day 2:
4) Handling Session Information (8 hours)
   a) First Practicum: Log Files, Write Files, Error Files, and Debugging Strategies
   b) Second Practicum: Identifying Session Information
   c) Third Practicum: Capturing and handling session data
   d) Fourth Practicum: PPS Objects and Exception Handling
Day 3:
5) Script Modification (6 hours)
   a) Practicum: Getting Scripts that work
6) Unique User Ids and Passwords (2 hours)
   a) Practicum: Dividing Users across VUs
Day 4:
7) Scaling Up: Multiple VU debugging (4 hours)
   a) Practicum: Debugging with multiple VUs
   b) Practicum: Synchronizing between VUs.
8) Full-Scale Load Testing (4 hours)
   a) Practicum: Full-scale load test
Day 5:
9) Customizing Scripts to Enhance Results Reporting (8 hours)
   a) First Practicum: Modifying Timer Names
   b) Second Practicum: Custom Graphs
Day 6:
10) Organizing Scripts: (8 hours)
   a) First Practicum: SilkPerformer Functions
   b) Second Practicum: Parameters in Functions
   c) Third Practicum: Debugging functions
Day 7:
11) Include Files and Global Variables: (4 hours)
   a) First Practicum: Ways of passing data into and out of functions
   b) Second Practicum: Creating Include files
   c) Third Practicum: Organizing Include files
12) Extending The Project: (4 hours)
   a) First Practicum: Adding Agents
   b) Second Practicum: Multiple Profiles and Workloads

    c) Third Practicum: Modeling using All Day Workloads

Day 8:

13) Full Scale Load Testing Revisited (8 hours)

    a) Practicum: Full Scale Load Testing Revisited

Day 9:

14) Results Reporting and Analysis (8 hours)

    a) First Practicum: Using the Overview Report

    b) Second Practicum: Adding Custom Graphs and Tables to the Overview Report

    c) Third Practicum: Generating Final Reports

    d) Fourth Practicum: Using the Repository

Day 10:

15) Customized per needs of customer

(handwritten, top left) Revised lowest Quote to 8/12/05

Sales Quotation

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Quote Id:	71933
Quote Type:	INV
Currency Code:	USD
Conversion Rate:	1

Prepared For: Erica Peace

Prepared By: Christopher Brown
Date Prepared: 10-Aug-05

Mail To:

Company:	Palm Beach County School District
Address:	3300 Forest Hill Blvd
	West Palm Beach, FL 33406

Company:	Segue Software, Inc.
Address:	201 Spring St.
	Lexington, MA 02421

Phone:	(561) 963-3804
Fax:	
Email:	peace@palmbeachk12.fl.us

Phone:	(919) 845-8241
Fax:	(781) 402-1095
Email:	cbrown@segue.com

PART #	DESCRIPTION	QTY	PRODUCT	DISC	EXTENDED	MAINT	TOTAL
SILKPERFORMER_7.0_WIN	SilkPerformer 7.0 for Windows 500 VU's	1	70,000.00	31.0%	48,300.00	12600.00	60,900.00
SAM_7.0_WIN	Server Analysis Module add-on for SilkPerformer 7	1	15,000.00	31.0%	10,350.00	2700.00	13,050.00
TUX-ATMI_7.0_WIN	Tuxedo/Atmi add-on for SilkPerformer 7.0	1	10,000.00	31.0%	6,900.00	1800.00	8,700.00
SE_2.1_PS	SilkEssentials for Peoplesoft 2.1	1	7,500.00	31.0%	5,175.00	1350.00	6,525.00
CON-1000	Consulting	10	20,000.00	N/A	20,000.00	0.00	20,000.00
EDU-SPR6X-241-ONL	Modeling & Impl. Load Tests - 2 wk on-line Class	4	6,000.00	50.0%	3,000.00	0.00	3,000.00

Product Subtotal:	70,725.00
Maintenance Subtotal:	18,450.00
Training Subtotal:	3,000.00
Consulting Subtotal:	20,000.00
Other Subtotal:	0.00

TOTAL SOFTWARE INVESTMENT:	112,175.00

Expiration Date: 8/24/2005

Terms and Conditions:

Purchase Order must state NET 30
Quote Number must be referenced on Purchase Order
Order is subject to a satisfactory credit check
Acceptance is defined as delivery
Maintenance Costs = 18% of the then current product list price. Maintenance charge includes unlimited telephone support, and free software release updates.
Maintenance period is one year from date of purchase
License transfers must be approved by Segue Software and are subject to additional fees.
If training and consultant services are elected, (a) all travel expenses are additional, and (b) to prevent the expiration of services,
all services must be scheduled no later than one year from the delivery date of the software.

This Sales Quotation is confidential, contains proprietary information of Segue Software, and is intended only for the use of the designated recipient. The information may not be disseminated to any other party. If you are not the designated recipient, you may not review, copy or distribute this information. Any party which receives this information in error should destroy it, and notify Segue Software immediately.

Special Terms and Conditions:

_____
Sales Representative

_____
Date

Segue Software, Inc.
Corporate Headquarters, 201 Spring Street, Lexington, MA 02421. Phone:(781)402-1000 Fax #1: (781)402-1095 Fax #2: (781) 402-1093