

Appendix D to DIR Contract No. DIR-SDD-1753 PERCEPTIVE SOFTWARE STANDARD AGREEMENT

THIS AGREEMENT (the "Agreement") is made this _____ day of _____, 20____ ("Effective Date"), by and between Perceptive Software, LLC, a Delaware corporation, located at 22701 West 68th Terrace, Shawnee, Kansas 66226 ("Perceptive Software"), and _____ with offices located at _____ ("Customer").

WHEREAS, Customer desires to acquire an enterprise content management system consisting of computer hardware, software, and services;

WHEREAS, Customer desires to acquire certain perpetual, non-exclusive and non-transferable licenses for the use of Perceptive Software's ImageNow® software and documentation (the "Software") on certain terms and conditions as set forth in DIR Contract No. DIR-SDD-1753 and the End-User License Agreement (the "End-User License Agreement" or the "EULA" as described in Section 1 below);

WHEREAS, Customer desires that Perceptive Software provide certain support services with respect to the Software and maintain the Software by providing Customer upgrades, enhancements and new releases of the Software, and Perceptive Software desires to provide such support services and maintenance on the terms and conditions set forth in this Agreement.

WHEREAS, Customer desires to purchase certain technical services from Perceptive Software on the terms and conditions as set forth in DIR Contract No. DIR-SDD-1753 and this Agreement; and

WHEREAS, Customer may desire to purchase certain computer hardware from Perceptive Software on the terms and conditions as set forth in DIR Contract No. DIR-SDD-1753 and this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants exchanged herein and for other valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. **License.** Perceptive Software, as licensor, hereby grants to Customer perpetual, non-exclusive and non-transferable licenses to use the Software described in Schedule A attached hereto (each a "License" and collectively, the "Licenses") upon the terms and conditions of the ImageNow Product Suite End-User License Agreement accompanying the Software (<https://www.perceptivesoftware.com/customer-portal/eula.psi>), and which is hereby incorporated into and made a part of this Agreement by this reference as if fully set forth herein; provided, however, that Perceptive Software's grant of the Licenses will be of no effect in the event Customer fails to timely pay the license fees for the Licenses. The license fee for each License of the Software, as set forth in the Pricing Index of Appendix C, DIR-SDD-1753, is a one-time fee and is due and payable as provided in Schedule A.

2. **Software Maintenance and Support.** Perceptive Software, upon Customer's payment of the annual Software Maintenance and Support fees provided in this Agreement, shall provide Customer with support services with respect to the Software and shall provide maintenance for the Software by providing Customer with upgrades, enhancements and new releases of the Software, for the term as provided in Section 11(a) below and upon the terms and conditions as set forth in DIR Contract No. DIR-SDD-1753 and the Software Maintenance and Support Agreement attached to this Agreement as Schedule B (the "Software Maintenance and Support"). The Software Maintenance and Support may not extend to any third party software licensed by Perceptive Software and sublicensed to Customer as part of the Software. The annual fee for the Software Maintenance and Support shall be determined and shall be due and payable as provided in DIR Contract No. DIR-SDD-1753 and Schedule A. The Software Maintenance and Support may not include software programs offered by Perceptive Software that offer

Appendix D to DIR Contract No. DIR-SDD-1753

Perceptive Software USA Agreement:
State of Texas Department of Information Resources

ddMMMyyyy (ie: 01JUL2010)
US_v.10.7_01MAR2011 Page 1

functionality separate from and unique to the Software, or otherwise has a value and quality separate from the Software, any of which Perceptive Software may price, market and offer separately from the Software.

3. **Technical Services.** Perceptive Software shall provide Customer the Technical Services and Advanced Technical Services as described in Schedule A attached to this Agreement (together the "Technical Services"), subject to the terms and conditions of DIR Contract No. DIR-SDD-1753 and this Agreement. In consideration for Perceptive Software's provision of the Technical Services, Customer shall pay to Perceptive Software the fees as described in Schedule A, such fees which shall be payable according to the payment terms described in Appendix A, Section 7C of DIR Contract No. DIR-SDD-1753. If Customer fails to timely pay any invoice for Technical Services, Perceptive Software shall have the right, in addition to any other remedies it may have under DIR-SDD-1753, this Agreement or at law, to suspend its performance of any further Technical Services without any liability to Customer for any damages suffered by Customer arising from or related to such suspension of performance.

4. **Hardware.** Perceptive Software shall provide the hardware for the implementation and execution of the Software as specifically listed in Schedule A attached to this Agreement, if any. The prices for any such hardware provided by Perceptive Software are set forth in Appendix C of DIR Contract No. DIR-SDD-1753 and Schedule A and are due and payable as provided in Appendix A, Section 7C of DIR Contract No. DIR-SDD-1753. The representations and warranties on any such hardware, if any, shall be limited to those made by the original manufacturer thereof, which Perceptive Software hereby assigns to Customer. Perceptive Software makes no warranties with respect to any such hardware, whether express or implied, including, but not limited to, those concerning merchantability or fitness for a particular purpose.

5. **Responsibilities of Customer.**

- (a) Computing and Networking Resources. Except with respect to any hardware described in Section 5 above, Customer shall be solely responsible, at Customer's expense, for causing Customer's application environment to meet and comply with the specifications and requirements set forth in Perceptive Software's ImageNow® Technical Specifications guide provided by Perceptive Software to Customer, and Customer shall be solely responsible, at Customer's expense, for operating and providing ongoing maintenance, service and administration for Customer's application environment, including all hardware and software specified in Perceptive Software's ImageNow® Technical Specifications guide as necessary for implementation and execution of the Software. Any other terms of this Agreement or the EULA to the contrary notwithstanding, Perceptive Software's warranties concerning the Software (as provided in the EULA) and Perceptive Software's Software Maintenance and Support obligations will not extend to any interference with or failure or degradation of the performance of the Software caused by Customer's failure to meet and comply with the specifications and requirements set forth in Perceptive Software's ImageNow® Technical Specifications guide, or Customer's installation, without Perceptive Software's prior written approval, of any other software, whether proprietary or Customer's own, hardware, product or apparatus in the Customer's application environment following the installation of the Software.
- (b) Data Backup. Customer shall regularly make, validate and backup and keep safe copies of its information and other data processed by or used in connection with the Software, such backup copies suitable for restoring such information and data in the event of a data loss event.
- (c) Access and Work Area. Customer shall provide Perceptive Software with timely access to Customer's facilities and to an adequate work area to perform Software and hardware installation and configuration services as contemplated in this Agreement.
- (d) Customer Staff. Customer, at Customer's expense, shall provide timely participation of Customer's necessary functional and/or information technology staff necessary for the

Appendix D to DIR Contract No. DIR-SDD-1753

Perceptive Software USA Agreement:
State of Texas Department of Information Resources

ddMMMyyyy (ie: 01JUL2010)
US_v.10.7_01MAR2011 Page 2

timely delivery of the Technical Services and the delivery of the Software Maintenance and Support as contemplated in this Agreement.

6. **Confidential and Proprietary Information.** To the extent allowable under the Texas Public Information Act, Perceptive Software and Customer each acknowledge that all information concerning the other is "Confidential and Proprietary Information," whether furnished or obtained orally, visually or in written form and which includes, without limitation, technology, know-how, trade secrets, processes, ideas, improvements, inventions and other intangible or intellectual property rights, whether patentable or not, patents pending and other technical, business, commercial, financial and customer information. Perceptive Software and Customer (each a "Receiving Party," as the case may be) will hold the Confidential and Proprietary Information disclosed to it by the other party (the "Disclosing Party") in confidence and, except to the extent required by law or unless authorized in writing by the Disclosing Party, agree not to permit the duplication, use, publication, disclosure or display, in writing, electronically or otherwise, of any such Confidential and Proprietary Information or any information derived therefrom to any person or other entity. To the extent a Receiving Party discloses any Confidential and Proprietary Information to its employees and officers, such disclosure shall be on a limited need-to-know basis and the Receiving Party shall obligate all of its officers and employees to whom the Confidential and Proprietary Information is communicated to abide to the same conditions of confidence and non-use required by the Receiving Party under this Agreement. Subject to compliance with the Texas Public Information Act, the Receiving Party shall not use any part of the Confidential and Proprietary Information for any purpose at any time other than for the purposes of performing its obligations under DIR Contract No. DIR-SDD-1753 and this Agreement and the EULA.

Confidential and Proprietary Information will not include information which (i) is now or hereafter becomes available to the public through no fault of the Receiving Party, (ii) was rightfully within the Receiving Party's possession without restriction on disclosure prior to the date of this Agreement, (iii) was independently developed by the Receiving Party without reference to any Confidential and Proprietary Information, (iv) was rightfully disclosed to the Receiving Party by a third party without any violation of an obligation of confidentiality by the third party disclosing such information, or (v) is requested to be disclosed pursuant to the Texas Public Information Act. If a Receiving Party becomes compelled by law to disclose Confidential and Proprietary Information, the Receiving Party will promptly notify the Disclosing Party. Any violation of this Section 6 shall be considered a material breach of this Agreement.

Each of the parties acknowledges that, as between Perceptive Software and Customer, each is the sole and exclusive owner of its own Confidential and Proprietary Information. Customer further acknowledges that, as between Perceptive Software and Customer, Perceptive Software is the sole and exclusive owner of the Software including all upgrades, enhancements and new releases of the Software which may be provided from time to time under this Agreement, subject only to the rights granted to Customer under DIR Contract No. DIR-SDD-1753 and the EULA, which Customer agrees shall govern each such upgrade, enhancement and new release of the Software provided to Customer by Perceptive Software.

Each of the parties shall take all reasonable steps to safeguard the other party's Confidential and Proprietary Information, including the Software, so as to ensure that no unauthorized person shall have access to it, and that no persons authorized to have access shall make any unauthorized use or copies of the other party's Confidential and Proprietary Information; provided, however, that upon implementation of the Software Customer shall be responsible for restricting access to the Software and maintaining the confidentiality of all information and data processed by or used in connection with the Software. Each of the parties shall promptly report to the other party any unauthorized disclosure, use or copies of the other party's Confidential and Proprietary Information of which it becomes aware, and shall take such further steps as may reasonably be requested by such other party to prevent any unauthorized disclosure, use or copies of such Confidential and Proprietary Information.

Each of the parties acknowledges that the unauthorized use or transfer of the other party's Confidential and Proprietary Information, including the Software, may substantially diminish the value of such Confidential and Proprietary Information and irrevocably harm the owner of such Confidential and Proprietary Information. To the extent authorized by Texas Law and Constitution, each of the parties

Appendix D to DIR Contract No. DIR-SDD-1753

Perceptive Software USA Agreement:
State of Texas Department of Information Resources

ddMMMyyyy (ie: 01JUL2010)
US_v.10.7_01MAR2011 Page 3

further agrees that if they breach the non-disclosure and security provisions of this Agreement, the other party shall be entitled to equitable relief including, but not limited to, preliminary and permanent, injunctive relief, an equitable accounting of all profits or benefits arising out of such breach, and any and all other remedies available at law or in equity.

7. **Representations, Warranties and Disclaimers.** Perceptive Software represents and warrants that it has the legal right to enter into this Agreement, to grant a license of the Software as provided in this Agreement and to provide the Software Maintenance and Support and Technical Services to Customer and that the Software Maintenance and Support and the Technical Services will be performed in a workmanlike and professional manner, consistent with all applicable statutes, regulations or ordinances, and within applicable industry standards. If Customer is dissatisfied at any point with the performance of any Software Maintenance and Support or Technical Services, Customer shall promptly (and in any event within thirty (30) days following the completion of the Software Maintenance and Support or Technical Services in question) notify Perceptive Software of such dissatisfaction in writing. Upon receipt of such notice, Perceptive Software shall meet with Customer to discuss the problem and, if applicable, will arrange for the performance of such Software Maintenance and Support or Technical Services to be raised to the warranted level, and for identifiable defects caused by prior substandard performance to be cured.

Perceptive Software further warrants that to its knowledge no information, products or services provided, disclosed or made available to Customer by Perceptive Software infringes any patent, copyright, trademark, trade secret, confidentiality or other proprietary rights of any third party.

Except as provided above, the representations and warranties made with respect to the Software, the Software Maintenance and Support and the Technical Services shall be limited as otherwise provided in DIR Contract No. DIR-SDD-1753 and this Agreement and as provided in the EULA.

THE FOREGOING REPRESENTATIONS AND WARRANTIES ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **Indemnification.** Indemnification will be handled in accordance with Appendix A, Section 9A of DIR Contract No. DIR-SDD-1753.

9. **Limitation of Liability.** Limitation of Liability will be handled in accordance with Appendix A, Section 9K of DIR Contract No. DIR-SDD-1753.

10. **Term and Termination of Software Maintenance and Support.**

- (a) Initial Term and Renewal Terms. Perceptive Software's obligation to provide Software Maintenance and Support shall have an initial term commencing on the date of Perceptive Software's initial invoice to Customer for the Software and Software Maintenance and Support, and ending on the last day of the month of the one (1) year anniversary of the date of such initial invoice, and shall renew for additional terms of one (1) year upon Customer's timely payment of the annual fee for Software Maintenance and Support for the next successive renewal term. Not less than thirty (30) days prior to the expiration of the then-current term, Perceptive Software shall provide Customer, by e-mail or regular mail, a Software Maintenance and Support renewal notice and invoice for the annual fee for the Software Maintenance and Support for the next successive renewal term. Perceptive Software shall not have any liability to Customer for any damages suffered by Customer or any other person arising from or related to Perceptive Software's cessation of Customer's Software Maintenance and Support in the event of Customer's election or failure to renew the Software Maintenance and Support.

If the Software Maintenance and Support expires or for any reason is terminated, Customer shall not be entitled to later renew the Software Maintenance and Support absent Perceptive Software's agreement to such renewal. Furthermore, upon any such

Appendix D to DIR Contract No. DIR-SDD-1753

Perceptive Software USA Agreement:
State of Texas Department of Information Resources

ddMMMyyyy (ie: 01JUL2010)
US_v.10.7_01MAR2011 Page 4

renewal Customer shall (i) pay to Perceptive Software, together with the annual fees for such renewal, an amount equal to the annual fees which Customer would have paid to Perceptive Software for Software Maintenance and Support during the period following such expiration or termination of Software Maintenance and Support had such expiration or termination not occurred, and (ii) promptly apply all upgrades, enhancements and new releases of the Software released by Perceptive Software during the period following such expiration or termination as reasonably directed by Perceptive Software.

- (b) New Version Releases. Perceptive Software from time to time may release new major versions of the Software. Following the release of each such major version, Perceptive Software will continue to provide Software Maintenance and Support for the previous major version of the Software, together with all minor, service pack and hotfix versions of such previous major version of the Software as provided in Perceptive Software's End of Life (EOL) Policy provided at the product support page of Perceptive Software's Product Support Portal (described in Schedule B). Perceptive Software reserves the right to discontinue Software Maintenance and Support of previous major versions of the Software if a manufacturer or the industry in general identifies major flaws in the operating system or relational database management system (RDBMS) in current use by Customer.
- (c) Default. Notwithstanding the foregoing, each party shall have the right to terminate in accordance with Appendix A, Section 10B of DIR Contract No. DIR-SDD-1753.
- (d) Termination of End-User License Agreement. Notwithstanding the foregoing, the Software Maintenance and Support shall terminate immediately upon termination of the EULA.
- (e) Rights and Obligations Upon Termination. To the extent allowable under the Customer's record retention policies and laws, upon the termination of the Software Maintenance and Support, whether upon expiration of a term or the occurrence of an event as described above, each party shall return to the other all Confidential and Proprietary Information and all other data, materials and other properties of the other party then in its possession, with the exception of the Software and any upgrades, enhancements or new releases for the Software, which Customer may retain pursuant to the terms of the EULA.

11. **Miscellaneous.**

- (a) Entire Agreement. DIR Contract No. DIR-SDD-1753 and this Agreement, including the recitals to this Agreement and the Schedules attached to this Agreement and any other documents referenced in this Agreement, including, without limitation, the EULA, each of which are incorporated herein by this reference, constitutes the entire agreement between Perceptive Software and Customer concerning the subject matter hereof and supersedes all proposals, agreements, undertakings and understandings, oral or written, between the parties on the subject matter of this Agreement; provided, however, that the DIR Contract No. DIR-SDD-1753 shall apply to and govern the Customer's Licenses of the Software. Except as Perceptive Software and Customer may otherwise specifically agree in writing, including, without limitation, any pricing and payment terms provided in any quotation, purchase order or commitment authorization, DIR Contract No. DIR-SDD-1753 and this Agreement and the EULA shall apply to and govern Customer's purchase from Perceptive Software of any and all additional licenses of Software, Software Maintenance and Support and Technical Services following the date of this Agreement.
- (b) Applicable Law. This Agreement shall be construed and governed in accordance with the internal laws of the State of Texas, without regard to its rules of conflict or choice of law provisions that would require the application of the laws of any other jurisdiction. The parties hereto agree to submit to the exclusive jurisdiction and venue of the state courts

Appendix D to DIR Contract No. DIR-SDD-1753

Perceptive Software USA Agreement:
State of Texas Department of Information Resources

ddMMMyyyy (ie: 01JUL2010)
US_v.10.7_01MAR2011 Page 5

of Travis County, Texas, for any matter arising under or related to this Agreement. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

- (c) Taxes. Taxes will be handled in accordance with Section 4F of DIR Contract No. DIR-SDD-1753.
- (d) Severability. Any invalidity, in whole or in part, of any provision of DIR Contract No. DIR-SDD-1753 and this Agreement will not affect the validity of any other of its provisions.
- (e) Notices. Except as otherwise may be provided in DIR Contract No. DIR-SDD-1753 and this Agreement, any notices, demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given: (i) if delivered personally upon receipt thereof; (ii) if sent by U.S. certified mail, postage prepaid, return receipt requested, five (5) days after deposit in the mail; (iii) if delivered to a recognized overnight courier or delivery service which provides international service, fees prepaid, upon receipt; or (iv) if delivered by e-mail by any method that positively establishes receipt of the e-mail by the recipient, upon receipt; in each case, to the address of the parties first set forth above, or to such other address as a party may provide to the other in the manner provided herein.
- (f) Cumulation of Remedies. All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- (g) Waiver. No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented to such term or provision. A waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement, nor shall any waiver constitute a waiver of any default previously or later occurring.
- (h) Assignment. Assignments will be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-SDD-1753.
- (i) Continuing Obligations. The terms and conditions of the EULA and Sections 1, 7, 9, 11(e) and 12 of this Agreement shall survive any termination or expiration of this Agreement and shall be fully enforceable thereafter.
- (j) Relationship of the Parties. Nothing contained in this Agreement will be construed to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied on behalf of the other party.
- (k) Force Majeure. Force Majeure will be handled in accordance with Appendix A, Section 10C of DIR Contract No. DIR-SDD-1753.
- (l) Source Code Escrow. Perceptive Software has established Software Escrow Agreements with NCC Group, Inc. and NCC Escrow International Limited (together the "Escrow Agreement"), and has deposited a copy of the Escrow Material (as described in the Escrow Agreement) with NCC Group, Inc. and NCC Escrow International Limited. Upon execution of this Agreement and Customer's payment of the annual fees for Software Maintenance and Support as provided in Section 10 of this Agreement, Customer may execute the Escrow Agreement directly with NCC Group, Inc. or NCC Escrow International Limited and thereby become a beneficiary thereof and thereunder. Customer shall be solely responsible for all fees and other costs associated with its execution of, becoming a party to and remaining a party to the Escrow Agreement.

Appendix D to DIR Contract No. DIR-SDD-1753

Perceptive Software USA Agreement:
State of Texas Department of Information Resources

ddMMMyyyy (ie: 01JUL2010)
US_v.10.7_01MAR2011 Page 6

Any other terms of the Escrow Agreement to the contrary notwithstanding, (i) Customer's right to become and/or remain a party to the Escrow Agreement shall terminate at any time Customer fails to timely pay the annual fee for any renewal term of the Software Maintenance and Support, and (ii) Customer's rights under this Section 11(l) shall terminate upon Customer's dissolution, liquidation or other cessation of business. Perceptive Software's consent to any assignment by Customer of this Agreement or any rights to the Software under the EULA shall not permit the assignee of such rights to become a party to the Escrow Agreement absent the separate express prior written consent of Perceptive Software to an assignment of the Customer's rights under the Escrow Agreement.

Any other terms of the Escrow Agreement to the contrary notwithstanding, Customer will hold and use any Escrow Material it may acquire under the Escrow Agreement subject to the terms and conditions of this Agreement and the EULA, and upon Customer's failure to timely pay the annual fee for any renewal term of the Software Maintenance and Support (or to Perceptive Software's successors in interest) or upon termination of this Agreement or the EULA, Customer's right to hold and use the Escrow Material will terminate and Customer shall immediately discontinue all use of the Escrow Material, return all originals and copies of the Escrow Material and media containing the Escrow Material to Perceptive Software (or to Perceptive Software's successors in interest), including any extracts there from, and permanently remove and render inaccessible the Escrow Material from Customer's system.

- (m) Publicity. Neither party, without the other party's prior written consent, will make any news release, public announcement, denial or confirmation of this Agreement or its terms or conditions. The parties further agree not to make any statements or take or participate in any other action which will or may slander, defame, or disparage the other or the other's trademarks and/or service marks.
- (n) Amendments. No amendment, modification or waiver of DIR Contract No. DIR-SDD-1753 and this Agreement or any provision hereof shall be effective unless it is in writing and signed by a duly authorized representative of each party.
- (o) Headings. The headings and captions of the sections and paragraphs of this Agreement are for convenience of reference only, and are not to be used to modify or interpret this Agreement.
- (p) Counterparts. DIR Contract No. DIR-SDD-1753 and this Agreement may be executed in counterparts, all of which taken together shall constitute one single agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

PERCEPTIVE SOFTWARE, LLC

(CUSTOMER NAME)

Signature _____

Signature _____

Name _____

Name _____

Appendix D to DIR Contract No. DIR-SDD-1753

Perceptive Software USA Agreement:
State of Texas Department of Information Resources

ddMMMyyyy (ie: 01JUL2010)
US_v.10.7_01MAR2011 Page 7

Title _____
Date _____

Title _____
Date _____

PERCEPTIVE SOFTWARE, LLC

CUSTOMER TECHNICAL CONTACT

Signature _____
Name _____
Date _____
Internal Ref # <enter SF OPP #>

Name _____
Title _____
Address _____
City, ST ZIP _____
Telephone _____
E-mail _____

PURCHASE ORDER NOTICE

	YES , a PO is required by the Customer. *	Initial Purchase Order #: _____
_____ (Initials)		
	NO , a PO is NOT required by the Customer.	
_____ (Initials)	<i>* If a PO is required for each purchase hereunder the PO Number for the initial purchase must be inserted upon Customer's execution of this instrument. Subsequent purchases made by Customer shall also be accompanied by a PO Number at the time of contract. Any terms and conditions appearing in any Customer Purchase Order shall have no effect unless agreed to in writing by both parties hereof.</i>	

Attachments:

Agreement Schedule A: Pricing Terms and Conditions

Agreement Schedule B: Software Maintenance and Support Agreement

AGREEMENT SCHEDULE A: PRICING, TERMS AND CONDITIONS

<<This schedule is specific to individual purchase orders>>

Appendix D to DIR Contract No. DIR-SDD-1753
Perceptive Software USA Agreement:
State of Texas Department of Information Resources

ddMMMyyyy (ie: 01JUL2010)
US_v.10.7_01MAR2011 Page 10

AGREEMENT SCHEDULE B: SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT:

1. Software Maintenance and Support

Perceptive Software Maintenance and Support customers have access to:

- a) Support for published and released standard solution functionality.
- b) Toll-free access to Perceptive Software Product Support, 24 hours a day, 7 days a week, 365 days a year, excluding U.S. federal holidays, with response to calls within two (2) hours.
- c) Comprehensive support ticket documentation, including the Customer's point of contact, time of incident, detailed issue description, priority, product version confirmation, name of the Product Support engineer, all communication (including calls, e-mail and web chats), resolution date and a complete resolution description available real-time through secure and customer-unique access on the Perceptive Software Customer Portal (<http://support.perceptivesoftware.com>).
- d) FAQ and Knowledgebase facilities available via the Perceptive Software Customer Portal for self-directed support.
- e) Periodic upgrades, enhancements, updates and standard version releases of the Software providing corrections to defects, minor bugs, and, at the discretion of Perceptive Software, enhancements providing new functionality to the Software available for download from the downloads area of the Perceptive Software Customer Portal.
- f) Notification of any new upgrades, enhancements, updates and releases.

2. Perceptive Software Customer Portal

The Perceptive Software Customer Portal permits Customers to:

- a) Interact with Perceptive Software Product Support engineers via multiple, interactive channels including chat and screen sharing.
- b) Download software.
- c) Access product documentation.
- d) Search technical knowledgebase.
- e) Review training course schedules.
- f) Review course outlines and exercise guides.
- g) Participate in the Perceptive Software User Community forum.
- h) Subscribe to the Perceptive Software newsletter and product notifications.

Customers require a valid user ID and password to access the Perceptive Software Customer Portal. E-mail Product Support at support@perceptivesoftware.com, or reach Product Support by telephone at (800) 941-7460, option 2.

3. Customer Responsibilities

In addition to the Customer's responsibilities as set forth in the Agreement, the Customer shall be solely responsible, at the Customer's expense, to:

- a) Notify Perceptive Software immediately of any support or maintenance issues.
- b) Train users on use of the Software.
- c) Familiarize itself with and leverage the use of the Perceptive Software Customer Portal.

Appendix D to DIR Contract No. DIR-SDD-1753

Perceptive Software USA Agreement:
State of Texas Department of Information Resources

ddMMMyyyy (ie: 01JUL2010)
US_v.10.7_01MAR2011 Page 11

- d) Apply all upgrades, enhancements and new releases in a timely manner.
- e) Designate a key contact for maintenance and support communications.
- f) Provide Perceptive Software with timely access, remote and/or on site, to Customer's facilities, including Customer's servers upon which the Software runs, interfaces with, and/or relies upon, including but not limited to the database server with which the Software interfaces.
- g) Provide Perceptive Software timely return of requested troubleshooting data in order to perform root cause analysis for support issues being experienced with the Software.
- h) Cause Customer's application environment to meet and comply with the specifications and requirements set forth in Perceptive Software technical specifications, and otherwise assume responsibility for all standard IT/IS infrastructure requirements, including the purchase, maintenance, administration and service of hardware and software upon which the Software runs, interfaces with, and/or relies upon, up to and including as appropriate:
 - i. An efficient and functioning computer network which meets or exceeds the functional specifications required for operation of the Software.
 - ii. Appropriate computer equipment, Server and workstations, upon which the Software runs, interfaces with, and/or relies upon in proper working condition.
 - iii. A database with which the Software interfaces, updated per manufacturer's recommendations and properly tuned and maintained for acceptable performance.
 - iv. A firewall appropriately configured to allow all Software related communications to traverse the network per the functional specifications required for operation of the Software.
 - v. A web application server upon which the Software runs, interfaces with, and/or relies upon in proper working condition in the event that Customer purchases web client Licenses or "combo" full/web client Licenses.
 - vi. A messaging server and software such as Microsoft Exchange, upon which the Software interfaces with, and/or relies upon in proper working condition.

If Perceptive Software is required to provide services to Customer to remedy any Software support or performance issues caused by or resulting from Customer's failure to comply with Customer's responsibilities as provided above or in Section 5 of this Agreement, then in each such event Perceptive Software shall invoice Customer for all fees at Perceptive Software's then-current hourly rate for Technical Services for the services provided by Perceptive Software and for all reimbursable expenses incurred by Perceptive Software in providing such services, and Customer shall pay the invoiced amount in accordance with Appendix A, Section 7C of DIR Contract No. DIR-SDD-1753.

4. Onsite Support.

If Perceptive Software and Customer agree that onsite services are necessary to remedy any Software support or performance issue, then in each such event Perceptive Software shall invoice Customer for reimbursable expenses incurred by Perceptive Software in providing such services, and Customer shall pay the invoiced amount in accordance with Appendix A, Section 7C of DIR Contract No. DIR-SDD-1753.