
APPENDIX D
AiM™ SOFTWARE LICENSE AGREEMENT
DIR-SDD-2093

THIS AGREEMENT is between AssetWorks Inc., a Delaware corporation, with an office located at 1777 NE Loop 410, Suite #1250, San Antonio, Texas 78217 (hereinafter called "AssetWorks") and _____, a _____, with office at _____ (hereinafter called "CUSTOMER").

ARTICLE I - LICENSE

- A. AssetWorks grants to CUSTOMER a non-exclusive, perpetual (subject to Article VI) and non-transferable license for use of the AiM software specified in Schedule 1 (herein "Software") on the CUSTOMER's database servers and application servers and within the scope of permitted use as set forth in Schedule 1(the database servers and application servers shall be referred to as the "Enterprise"); provided, however, that if any part of the Enterprise becomes temporarily inoperative the license may be extended to backup servers until such time as the Enterprise becomes operative again at which time all Software will be returned to the Enterprise. Except as provided above, use of Software other than by Enterprise requires additional fees as specified in Schedule 1. CUSTOMER'S license is to use the Software in its own business; CUSTOMER has no right to use the Software in processing work for third parties.
- B. The specific components included in the term Software to be provided to CUSTOMER hereunder are listed on Schedule 1.

ARTICLE II - FEES AND PAYMENTS

- A. CUSTOMER shall pay AssetWorks the license fees specified in DIR Contract No. DIR-SDD-2093. All fees are payable by CUSTOMER in accordance with Appendix A, Section 7. Purchase Orders, Invoices and Payments of DIR Contract No. DIR-SDD-2093.

ARTICLE III - NON-DISCLOSURE

- A. Subject to the limitations of the Texas Public Information Act and other paragraphs in this Article III, CUSTOMER agrees that the Software shall be held in confidence by CUSTOMER and shall not be disclosed to others without the prior written consent of AssetWorks. This obligation to hold confidential does not apply to any portion of the Software (1) developed by CUSTOMER and in CUSTOMER's possession prior to the receipt of same from AssetWorks; (2) which at the time of disclosure is part of the public domain through no act or failure to act by CUSTOMER; or (3) which is lawfully disclosed to CUSTOMER without restriction on further disclosure by another party who did not acquire same from AssetWorks.
- B. The CUSTOMER may copy, in whole or in part, any printed material relative to the Software that may be provided by AssetWorks under this Agreement. Additional copies provided by AssetWorks will be billed to CUSTOMER at AssetWorks' standard rates.
- C. Any Software provided by AssetWorks in machine-readable form may be copied by CUSTOMER for use with the designated servers to the extent necessary for archive or emergency restart purposes, to replace a worn copy, or to understand the contents of such machine-readable material.

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- D. The CUSTOMER agrees to keep the original and any copies of that Software at the same location as the CUSTOMER's designated servers, except that a machine-readable copy of the Software may be kept for archive or emergency restart purposes only at another facility.

ARTICLE IV – WARRANTIES

- A. AssetWorks represents that it has the right to license the Software to CUSTOMER as provided in ARTICLE I. AssetWorks further represents that the Software will conform to the description contained in the User Manual. In the event the Software fails to conform to the description contained in the User Manual, AssetWorks' sole obligation shall be to correct the errors in accordance with the provisions of Article IV D.
- B. Infringement Terms are detailed in Appendix A, Section 9.A.2), Infringements of DIR Contract No. DIR-SDD-2093.
- C. The warranty period for the Software shall extend for a period of ninety (90) days from the date of delivery of the Software. During the warranty period, in the event that the CUSTOMER encounters an error and/or malfunction whereby the Software does not conform to the description in the User Manual, AssetWorks will respond as follows:
1. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists an error or nonconformance to the User Manual, AssetWorks will take such steps as are required to correct the error with due dispatch.
 2. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, the error or nonconformance to the User Manual does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the error and distribute the correction to the CUSTOMER in accordance with AssetWorks' normal Software revision schedule.
- E. AssetWorks does not warrant third party software. Warranties, if any, for third party software is passed through to CUSTOMER.
- F. THE ABOVE WARRANTIES ARE THE ONLY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT ARE MADE BY ASSETWORKS AND ASSETWORKS DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ASSETWORKS, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES IN THIS AGREEMENT. SUCH WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE SO LONG AS ASSETWORKS IS MAKING GOOD FAITH EFFORTS TO CORRECT DEFECTS OR FAILURES UNDER THE TERMS OF THE WARRANTY. NEITHER ASSETWORKS NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE ASSETWORKS SOFTWARE SHALL BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE ASSETWORKS SOFTWARE EVEN IF ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL ASSETWORKS' AGGREGATE LIABILITY FOR ALL MATTERS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT ACTUALLY RECEIVED BY ASSETWORKS PURSUANT TO THIS AGREEMENT.

ARTICLE V – INTELLECTUAL PROPERTY RIGHTS

- A. CUSTOMER acknowledges and agrees that the Software consists of proprietary source code developed and owned by AssetWorks (“AssetWorks Software”) as well as contributions made by third parties whose source code (“Third Party Software”) is incorporated into and made a part of the Software.
- B. The current list of Third Party Software is listed in the Documentation to be furnished to CUSTOMER, and CUSTOMER acknowledges and agrees that future updates, enhancements and upgrades to the Software may include additional Third Party Software, which will be identified in the revised Documentation furnished to CUSTOMER with such updates, enhancements and upgrades to the Software. CUSTOMER agrees to be bound by the terms and conditions, if any, imposed by the developer/owner of each component of the Third Party Software, which may be found at web site(s) listed in the Documentation, as amended from time to time.
- C. CUSTOMER agrees that AssetWorks is the owner of all right, title and interest in all AssetWorks Software, including (i) any Source Code, Object Code, enhancements and modifications; (ii) all files, including input and output materials pertaining to the AssetWorks Software; (iii) all documentation related to the AssetWorks Software; (iv) all media upon which any such computer programs, files and documentation are located (including tapes, disks and other storage media); and (v) all related material that is furnished by AssetWorks.
- D. CUSTOMER agrees that, notwithstanding inclusion of Third Party Software in the Software, neither the AssetWorks Software nor the Software shall enter the public domain by reason of the terms and conditions of this Agreement or the inclusion of Third Party Software in the Software, and CUSTOMER shall do nothing to cause any infringement of AssetWorks’ proprietary rights or to cause the AssetWorks Software or the Software to enter the public domain.
- E. CUSTOMER agrees that it will not remove or alter any legends, trademarks, trade names, service marks, copyrights, logos, markings or other brand designations of the AssetWorks Software, the Third Party Software or the Software.
- F. Neither Party grants to the other Party under this Agreement any actual or implied license to use its trademarks, trade names, service marks, copyrights, logos, markings or other brand designations.

ARTICLE VI - TERMINATION

Termination Terms are detailed in Appendix A, Section 10.B Termination of DIR Contract No. DIR-SDD-2093

ARTICLE VII - ASSIGNMENT

Assignment Terms are detailed in Appendix A, Section 4.D. Assignment of DIR Contract No. DIR-SDD-2093

ARTICLE VIII- OTHER AUTHORIZED BUYERS

If the CUSTOMER is a governmental entity, the parties agree that other governmental entities (including state agencies) (“Other Buyers”) may purchase under these license terms. If Other Buyers exercise the right to purchase under this provision, the Other Buyer shall be substituted for “CUSTOMER” herein and shall be entitled to all rights and be responsible for all obligations with respect to the Other Buyer’s purchases; the Other Buyer is not responsible for the CUSTOMER purchases. The CUSTOMER and each Other Buyer will be responsible for its purchases only and shall not be responsible for any Other

Buyer's obligations. AssetWorks reserves the right to request each Other Buyer execute separate documentation with identical terms unless AssetWorks and such Other Buyer agree otherwise.

ARTICLE IX- ENTIRE AGREEMENT

DIR Contract No. DIR-SDD-2093 and this Agreement supersede all prior proposals, oral or written, all previous negotiations and all other communications or understandings between AssetWorks and CUSTOMER with respect to the subject matter hereof. It is expressly agreed that if CUSTOMER issues a purchase order or other document for the services provided under this Agreement, such instrument will be deemed for CUSTOMER'S use only, and any provisions in consistent with this Agreement shall have no effect whatsoever upon this Agreement. DIR Contract No. DIR-SDD-2093 and this Agreement set forth the sole and entire understanding between AssetWorks and CUSTOMER with respect to the software license. No amendments to this Agreement, either at the execution or subsequently, shall be binding on AssetWorks or CUSTOMER unless agreed to in writing by both parties. In the event of a conflict in terms, the terms of DIR Contract No. DIR-SDD-2093 will have precedence.

ARTICLE X - GOVERNING LAW; DISPUTES

The laws of the State of Texas shall govern the construction and interpretation of the Contract. Exclusive venue for all actions with be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

ARTICLE XI - SCHEDULES

Schedule 1 and any additional schedules referenced thereon are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the parties enter into this Agreement as of _____, the effective date of this Agreement.

AssetWorks, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE 1 – SOFTWARE AND OPTIONAL PRODUCT FEES

A. ASSETWORK PRODUCTS

Software application: AiM™

License Fee:

A. OPTIONAL PRODUCTS

C. THIRD PARTY PRODUCTS

SOFTWARE MAINTENANCE AGREEMENT

THIS AGREEMENT is between AssetWorks Inc., a Delaware corporation, with an office located at 1777 NE Loop 410, Suite #1250, San Antonio, Texas 78217 (hereinafter called "AssetWorks") and _____, a _____, with office at _____ (hereinafter called "CUSTOMER").

A. BACKGROUND

1. AssetWorks and CUSTOMER are parties to a Software License Agreement dated _____ pursuant to which CUSTOMER has licensed certain software products ("Software") from AssetWorks.
2. Support and maintenance ("Maintenance") for the Software is available as an option. Maintenance includes bug fixes and telephone support and may include, when made available generally from AssetWorks, program updates and enhancements.
3. The purpose of this Agreement is to set forth the terms and conditions upon which CUSTOMER has agreed, at its option, to subscribe to Maintenance from AssetWorks.

B. TERMS AND CONDITIONS

1. Term

Maintenance shall commence upon delivery of the Software and shall thereafter have a term of twelve (12) months. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless terminated as set forth below.

2. Correction of Deviations

In the event that the CUSTOMER encounters an error and/or malfunction ("Deviation") in the Software, it shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:

- a. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the CUSTOMER in accordance with AssetWorks' normal Software revision schedule;
- b. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, AssetWorks will take such steps as are required to correct the Deviation with all due dispatch.

3. Software Revisions

The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:

- a. Revisions that the CUSTOMER is obliged to implement ("Mandatory Revisions");
- b. Revisions that may be implemented by the CUSTOMER at its option ("Optional Revisions").

No charge shall be made to the CUSTOMER for either Mandatory Revisions or Optional Revisions.

4. Telephone Hotline Assistance

AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests that may be made by the CUSTOMER relating to the application and operation of the Software.

5. Technical Literature

AssetWorks shall make available to the CUSTOMER all technical literature that is considered by AssetWorks to be relevant to the Software and its use within the scope of CUSTOMER's operations.

6. Transmission

All Revisions and New Releases will be transmitted to the CUSTOMER on magnetic tape, magnetic disk or other suitable media, at the option of AssetWorks. The CUSTOMER shall be solely responsible for mounting the media and executing the appropriate instructions in order to transfer the Revisions or New Releases onto its system.

7. Remote Diagnostic Access

The CUSTOMER shall provide appropriate access by which AssetWorks may, with the permission of the CUSTOMER, remotely access the Software for the purpose of remote diagnostics and support.

8. Proper Use

- a. The CUSTOMER agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.
- b. In the event that the CUSTOMER does misuse the Software or data files, correction of the situation will be at CUSTOMER's expense.
- c. In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the CUSTOMER, relates to problems not caused by a Deviation in the Software, such assistance shall be at the CUSTOMER's expense.

9. Software Maintenance Fee – Paid Up License

In consideration of the Maintenance services to be provided by AssetWorks for each twelve month period hereunder, CUSTOMER shall pay to AssetWorks an amount equal to twenty percent (20%) of the total amount of the then current License Fee for the Software in effect at the time of each twelve (12) month renewal, reflective of the number of permitted Users under the Software License Agreement at the time of the renewal.

10. Additional Software Maintenance Fee – Paid Up License

In the event the CUSTOMER acquires Software in addition to that indicated in Schedule 1 of the Software License Agreement (the "Additional Software"), the Maintenance shall automatically be extended to cover the Additional Software, and the CUSTOMER shall pay an additional annual Maintenance fee in an amount equal to twenty percent (20%) of the then current license fee for the Additional Software.

11. Other Fees and Expenses

If onsite maintenance is required, CUSTOMER will pay travel and living expenses in accordance with DIR Contract No. DIR-SDD-2093, Section 4.G. Travel Expense Reimbursement.

12. Payment Terms

- a. Annual payments for Maintenance will be due in advance of the commencement of the initial one-year term of the Maintenance and each anniversary thereafter.
- b. Payment terms are detailed in Appendix A, Section 7. Purchase Orders, Invoices and Payments of DIR Contract No. DIR-SDD-2093.

13. Default and Termination

Termination Terms are detailed in Appendix A, Section 10.B Termination of DIR Contract No. DIR-SDD-2093

14. Limitation of Liability

Limitation of Liability Terms are detailed in Appendix A, Section 9.K. Limitation of Liability of DIR Contract No. DIR- SDD-2093

C. General Terms

1. Assignment Terms are detailed in Appendix A, Section 4.D. Assignment of DIR Contract No. DIR-SDD-2093.
2. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
3. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
4. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.
5. The laws of the State of Texas shall govern the construction and interpretation of the Contract. Exclusive venue for all actions with be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.
6. Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

AssetWorks, Inc.
1777 N. E. Loop 410, Suite 1250
San Antonio, Texas 78217
Attn.: Mindy Edwards Attn.:

CUSTOMER:

Copy to:
AssetWorks, Inc.
998 Old Eagle School Road #1215
Wayne, Pennsylvania 19087
Attn: Contract Manager

Copy to:

Attn:

7. Force Majeure Terms are detailed in DIR Contract No. DIR-SDD-2093, Section 10.C. Force Majerue.
8. DIR Contract No. DIR-SDD-2093 and this Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties. In the event of a conflict in terms, the terms of DIR Contract No. DIR-SDD-2093 will have precedence.

IN WITNESS WHEREOF, the parties have entered into Agreement, effective this ____ day of _____, 2009.

AssetWorks, Inc.

Customer

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

SERVICES AGREEMENT

THIS AGREEMENT is between AssetWorks Inc., a Delaware corporation, with an office located at 1777 NE Loop 410, Suite #1250, San Antonio, Texas 78217 (hereinafter called "AssetWorks") and _____, a _____, with office at _____ (hereinafter called "CUSTOMER").

WHEREAS, CUSTOMER requires implementation services; and

WHEREAS, AssetWorks is willing to provide such services.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. Scope of Services

AssetWorks will perform the professional services ("Services") and deliver the deliverables ("Deliverables") described in the Scope of Services hereto as Exhibit A. During the term of this Agreement, CUSTOMER may request changes in the Scope of Services. Any such change, including technical requirements, schedule, or any increase or decrease in the compensation due to AssetWorks, shall be prosecuted in accordance with Article 6 of this Agreement and requires the mutual agreement of the parties. Said change shall be effective when incorporated by written amendment into the contract.

2. Place of Performance

Unless otherwise provided in this Agreement, AssetWorks may perform the Services in whole or in part at AssetWorks' place of business, CUSTOMER's place of business, and/or such other locations as AssetWorks selects.

3. Effective Date; Term

This Agreement shall be effective as of the date first above written (the "Effective Date"), and shall continue in full force and effect the Services have been completed or the Agreement has been terminated in accordance with section 10 hereof, whichever first occurs.

4. Price and Payment Terms

(a) CUSTOMER shall pay AssetWorks the price set forth in DIR Contract No. DIR-SDD-2093. Payments shall be made according to the schedule and provisions set forth in Appendix A, Section 7. Purchase Orders, Invoices and Payments of DIR Contract No. DIR-SDD-2093.

(b) The preferred means of payment is by electronic funds transfer (EFT). EFT payments can be accomplished as either a Funds Transfer (Fed Wire) or Direct Deposit (ACH). For payment by EFT please contact AssetWorks.

(c) Bill To Address. The invoice will be mailed to Customer at: _____

5. Resources to be Provided by CUSTOMER

(a) CUSTOMER shall provide, maintain and make available to AssetWorks, at CUSTOMER's expense and in a timely manner, the resources described in the Scope of Work, and such other additional resources as AssetWorks may from time to time reasonably request in connection with

AssetWorks' performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.

(b) CUSTOMER will designate qualified CUSTOMER personnel or representatives to consult with AssetWorks on a regular basis in connection with the Services. CUSTOMER will furnish such documentation and other information as is reasonably necessary to perform the Services.

(c) CUSTOMER shall furnish access to CUSTOMER's premises, and appropriate workspace for any AssetWorks personnel working at CUSTOMER's premises, as necessary for performance of those portions of the Services to be performed at CUSTOMER's premises.

6. Changes

(a) Issuance of Change Orders. The CUSTOMER may, at any time by a written Change Order, make changes consistent with the scope of this Agreement or changes outside the scope of this Agreement, if mutually agreed by the parties in advance. Such changes may include revisions to Services or Deliverables. All Change Orders shall be subject to requirements and limitations of the applicable law.

(b) AssetWorks' Response. AssetWorks shall respond in writing to a Change Order issued by the CUSTOMER within thirty (30) days of receipt, advising the CUSTOMER of any impact on the costs, resources, and/or implementation schedule. If there is a cost increase or change in schedule attributable to a Change Order, AssetWorks shall so notify the CUSTOMER in writing. The CUSTOMER shall accept or reject AssetWorks' response within thirty (30) days of receipt. Failure of the parties to agree to an equitable adjustment shall relieve AssetWorks of any obligation to act upon a Change Order.

(c) AssetWorks identified Change. In the event that AssetWorks determines that a CUSTOMER action or inaction results in or necessitates a change that may have an impact on the costs, resources and/or implementation schedule, AssetWorks will notify CUSTOMER as soon as reasonably possible. Within 20 days after said notice AssetWorks shall provide CUSTOMER with a proposal that addresses the change and its impact on the costs, resources and/or implementation schedule for CUSTOMER to accept or reject. The CUSTOMER shall accept or reject AssetWorks' response within thirty (30) days of receipt. Disagreements under this clause will be resolved using the Disputes clause.

7. Confidentiality

To the extent allowable by the Texas Public Information Act, concurrently with the execution of this Agreement the parties shall execute a Non-Disclosure Agreement in the form and content of Exhibit C attached hereto. The Non-Disclosure Agreement is independent of this Agreement and shall survive the termination of this Agreement. Nothing in this Agreement or in any such Non-Disclosure Agreement shall be deemed to restrict or prohibit AssetWorks from providing to others services and deliverables the same as or similar to the Services and Deliverables.

8. Intellectual Property

(a) CUSTOMER and AssetWorks shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property, and expressed as stated in this Agreement, no license is granted as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.

(b) AssetWorks grants to CUSTOMER a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any AssetWorks Intellectual Property incorporated into any Deliverable, solely for CUSTOMER's use of that Deliverable for its internal business purposes. AssetWorks shall retain ownership of and unrestricted right to use any Intellectual Property derived in any fashion or manner from its pre-existing Intellectual Property. The Services performed and any Deliverables produced pursuant to this Agreement are not "works for hire."

(c) As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Deliverable whether or not first created or developed by AssetWorks in providing the Services.

9. Termination for Default

Termination Terms are detailed in Appendix A, Section 10.B. Termination of DIR Contract No. DIR-SDD-2093.

11. Indemnification

Indemnification Terms are detailed in Appendix A, Section 9.A. Indemnification of DIR Contract No. DIR-SDD-2093.

12. Limited Warranty

(a) AssetWorks warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided CUSTOMER has delivered to AssetWorks timely notice of such breach as hereinafter required, AssetWorks shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to CUSTOMER that portion of the Price received by AssetWorks attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless CUSTOMER has delivered to AssetWorks written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section 11(a) is the sole and exclusive remedy for breach of the foregoing warranty.

(b) ASSETWORKS SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.

(c) CUSTOMER represents and warrants to AssetWorks that CUSTOMER has the right to use and furnish to AssetWorks for AssetWorks' use in connection with this Agreement any information, specifications, data or Intellectual Property that CUSTOMER has provided or will provide to AssetWorks in order for AssetWorks to perform the Services and to create the Deliverables identified in Exhibit A.

13. Limitation of Liability

Limitation of Liability Terms are detailed in Appendix A, Section 9.K. of DIR Contract No. DIR-SDD-2093.

14. Notices

All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such person and address as may be designated from time to time by the relevant party, which initially shall be the address set forth below:

AssetWorks, Inc.
1777 N. E. Loop 410, Suite 1250
San Antonio, Texas 78217
Attn.: Mindy Edwards

CUSTOMER:

Attn.:

Copy to:
AssetWorks, Inc.
998 Old Eagle School Road #1215
Wayne, Pennsylvania 19087
Attn: Contract Manager

Copy to:

Attn:

15. Non-Waiver of Rights

The failure of either party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be construed as a waiver of the right to assert any of the same at any time thereafter.

16. Rights and Remedies Not Exclusive

Unless otherwise expressly provided herein, no right or remedy of a party expressed herein shall be deemed exclusive, but shall be cumulative with, and not in substitution for, any other right or remedy of that party.

17. Severability

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

18. Assignment

Assignment Terms are detailed in Appendix A, Section 4.D. Assignment of DIR Contract No. DIR-SDD-2093.

19. Governing Law; Venue

The laws of the State of Texas shall govern the construction and interpretation of the Contract. Exclusive venue for all actions with be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

20. Interpretation

The captions and headings used in this Agreement are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Agreement. Each party has read and agreed to the specific language of this Agreement; therefore no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

21. Disputes

Dispute Terms are detailed in Appendix A, Section 10.A. Enforcement of Contract and Dispute Resolution of DIR Contract No. DIR-SDD-2093.

22. Multiple Copies or Counterparts of Agreement

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of the counterparts.

23. Force Majeure

Force Majeure Terms are detailed in Appendix A, Section 10.C. Force Majeure of DIR Contract No. DIR-SDD-2093.

24. Relationship of Parties

AssetWorks is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and customer.

25. Third Party Beneficiaries

This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.

26. Modification

No provision of the Agreement may be waived or modified unless in writing specifically referencing this Agreement and signed by representatives of both parties against whom enforcement of the purported modification or waiver is sought. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

27. Entire Agreement; Conflicting Provisions

DIR Contract No. DIR-SDD-2093 and the Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, CUSTOMER issued purchase order or document of like intent or purpose, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder. In the event of a conflict in terms, the terms of DIR Contract No. DIR-SDD-2093 will have precedence.

28. Authorization

Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

29. Survival

All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

AGREED BY:
AssetWorks, Inc.

By: _____
Name: _____
Title: _____
Date: _____

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Scope of Services

Description of Services:

Deliverables:

[If none, so state.]

Exhibit B

Price and Payment

Price:

[If Price does *not* include costs and expenses]:

The Price shall consist of (a) the fixed amount of \$_____ in accordance with the terms of DIR Contract No. DIR-SDD-2093.

[If Price *does* include costs and expenses]:

The Price shall be \$_____.

