



Appendix C
CMA SOFTWARE LICENSE AGREEMENT
DIR Contract No. DIR-SDD-2096

Subject to DIR Contract No. DIR-SDD-2096 and the provisions contained herein. Currier, McCabe & Associates, Inc. d/b/a CMA Consulting Services, Inc., a New York corporation having a principal place of business at 700 Troy-Schenectady Road, Latham, New York 12110 (hereinafter "CMA") hereby grants to Customer a non-exclusive license to use the proprietary computer software products ("Licensed Program") and materials ("Licensed Materials") specified below.

SOFTWARE

CMA will furnish one (1) copy of the Licensed Program to Customer in machine-readable object code form and provide one (1) copy of the Licensed Materials to Customer containing detailed specifications for the operation and use of the Licensed Program.

TERMS AND CONDITIONS

1. LICENSE. CMA hereby grants to Customer a non-exclusive, non-transferable license (the "License") to use the Licensed Program and Licensed Materials on the Designated Site, identified by Agreement, subject to the terms and conditions contained herein. The term of this license is perpetual, commencing upon execution of an Agreement by CMA and Customer.

This Agreement, the Licensed Program and Licensed Materials to which it applies, may not be assigned, sub licensed, or transferred by the Customer without prior written consent from CMA which will not be unreasonably withheld nor delayed.

2. USE. CMA shall be responsible for the delivery of the Licensed Program(s) together with the documentation. Unless otherwise agreed to by the parties, Customer shall be exclusively responsible for the supervision, management and control of the use of the Licensed Program(s), including without limitation; (i) assuring proper machine configurations, audit controls and operating methods; (ii) establishing adequate backup plans, based on alternative procedures and access to qualified programming personnel; and (iii) implementing sufficient recovery procedures and checkpoints to satisfy its requirements for security and accuracy of input, as well as, system restart and recovery in the event of a malfunction.

The Licensed Program and Licensed Materials may be used only in the furtherance of the internal operations of the Customer. In no event shall the Licensed Program be used to process information by or for the benefit of third parties.



The Customer may, from time to time, change the Designated Site and/or the location thereof to any computer site, provided that in each case the Customer gives timely written notice thereof to CMA. During the term of this Agreement, and at any given time, the Customer is authorized to use the Licensed Program on the Customer's computers or on a cluster of computers.

The Customer may not copy or otherwise reproduce the Licensed Program, or any part thereof (except such copying, strictly limited in number, as is essential for system backup, testing, maintenance or recovery purposes). The Customer may reproduce the Licensed Materials solely for its own internal use provided that all titles, trademarks, trade names, copyright notices, and other proprietary notices of CMA, Inc. are retained.

3. CONFIDENTIALITY. To the extent allowable by the Texas Public Information Act, the ideas and the expressions hereof contained in the Licensed Program and Licensed Materials are confidential, proprietary information and trade secrets that the Customer will receive in confidence. The Customer shall not in any manner or form disclose, provide or otherwise make available, in whole or in part, any Licensed Program and/or Licensed Materials to any third parties except for Customer's employees and consultants who are bound by appropriate non-disclosures. The obligations expressed within this Section 3 shall survive termination of this Agreement.

To the extent allowable by the Texas Public Information Act, the Parties acknowledge and agree that all Parties' information that is marked "Confidential", except as specified below, that comes to be known by reason of work under this Agreement, is confidential to each Party and will not be disclosed to unauthorized third parties. The Parties will use the same standard of care, and will bind their employees, agents or representatives to such standard, to prevent disclosure of such confidential information as each uses to protect its own confidential information and trade secrets. Information received by either Party under this Agreement will not be considered confidential if the information: (a) is not marked "Confidential"; (b) is known to the other Party or is in the other Party's possession at the time of executing this Agreement; (c) is in the public domain at the time of disclosure; (d) is independently developed by the other Party; or (e) is disclosed to the other Party by a third party with written approval of the first Party; or (f) is required to be disclosed pursuant to the Texas Public Information Act.

The obligations expressed within this Section 3 shall survive termination of this Agreement.

4. WARRANTIES. Subject to the requirements of DIR Contract DIR-SDD-2096, CMA warrants that (i) it may lawfully grant the License, (ii) neither the Licensed Program or Licensed Materials, or the use thereof within the scope of the License, infringes a patent or copyright or is claimed to be a trade secret of any person who has not consented to the granting of the License, (iii) at the time of installation, and for so long thereafter as Customer pays Maintenance Fees hereunder, the Licensed Program, will conform to applicable printed documentation (i.e., all Licensed Materials, including User Guides and Reference Manuals) delivered by CMA to the Customer; (iv) neither the Licensed Program nor the Licensed Materials contain any virus, time bomb mechanism or other software or code that can disable or adversely affect any and all of the Licensed Program or the Licensed Materials or destroy any data or other software; and (v) both the Licensed Program and the Licensed Materials are Year 2000 Compliant.



5. INDEMNIFICATION. Indemnification under this agreement is detailed in DIR contract number DIR-SDD-2096, Appendix A, Section 9.A. Indemnification.

6. LIABILITY. Except as provided for in Section 5 above and as detailed in DIR Contract DIR-SDD-2096, Appendix A, Section 9.K. Limitation of Liability, CMA's liability for damages to the Customer for any cause whatsoever, and regardless of the form of action, shall be limited to the License Fees paid by the Customer hereunder with respect to the affected Licensed Program. In no event will CMA be liable for any lost profits, goodwill, or other consequential, special or indirect damages suffered by the Customer in connection with or arising from the performance of the Licensed Program, even if CMA has been advised of the possibility of such damages or for any claim against the Customer by any other party.

7. GENERAL. The Customer acknowledges that it has read this Agreement, understands it and agrees to be bound by all terms and conditions hereof. All subsequent modifications, amendments, and waivers to this Agreement must be by written instrument, executed by authorized representatives of the parties hereto. In the event that any provision under this Agreement shall be deemed illegal or otherwise unenforceable by any applicable statute or rule of law, such provision shall be omitted and the entire Agreement shall not fail on account thereof and the remainder of the Agreement shall continue in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of any other provision hereof. CMA shall not be liable for delay or failure to perform its obligations herein set forth if such delay or failure is due to any cause or condition beyond its reasonable control. This Agreement shall be binding upon and inure to the benefit of any successor of the Customer, who, whether by merger, purchase, or otherwise, acquires all or substantially all of the assets or business of the Customer. In the event of conflict of terms, the terms of DIR Contract DIR-SDD-2096 will control.

Both parties agree that neither party shall solicit or hire the other party's employees involved directly in the relationship established by this Agreement as an employee or as a consultant in the same geographical region. This provision shall remain in effect until one (1) year has passed since the date the last services were provided by CMA to Customer.

All notices and other communications hereunder shall be by written instrument and shall be deemed given upon certified mailing with return receipt, addressed to the party to be notified at the address set forth on Page 2 of this Agreement, or, if to CMA, addressed to Kay Stafford, CEO, CMA Consulting Services, 700 Troy Schenectady Road, Latham, New York 12110.

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.