

APPENDIX F TO DIR CONTRACT NO. DIR-SDD-2505 TECHNICAL SERVICES AGREEMENT

This Appendix F to DIR Contract No. DIR-SDD-2505 (“Agreement”) shall be effective as of the effective date (“Effective Date”) of DIR Contract No. DIR-SDD-2505 and describes the terms and conditions of DIR Contract No. DIR-SDD-2505 and this Agreement under which Column Technologies, Inc. (Column) will perform Technical Services and provide certain Deliverables for Customer as described in any Statement of Work (“SOW”) between the parties. DIR Contract No. DIR-SDD-2505, this Agreement, together with Customer accepted SOWs, represent the entire agreement between the parties.

1. Purpose. Column provides a variety of technology-related services to its customers. DIR Contract No. DIR-SDD-2505 and this Agreement describe the terms and conditions under which Customer may engage Column to perform Services.

2. Definitions

The following definitions apply to this Agreement and any related Statement of Work.

2.1 “Deliverable” means materials procured or prepared by Column under a SOW for delivery to Customer.

2.2 “Documentation” means written information prepared under a particular SOW, including text or graphic files.

2.3 “Software” means Column or third party computer software that Column or a third party licenses (“Licensor”) or otherwise conveys the right to Column to use and/or distribute as part of a Column Solution; any Deliverable or any component of a Deliverable owned or otherwise made available by the third party to Column which is subject to the terms and conditions of a license agreement to which Column maintains all responsibility and liability for the use of a third party license.

2.4 “Services” means the technical services to be provided by Column to or for the benefit of Customer, as described in a SOW. Such services are limited to those Services which are in support of the software in Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2505.

2.5 “Statement of Work” (“SOW”) means a written document generated by Column which details the technical services to be provided to Customer. As used in this Agreement SOW may include documents titled “Proposal” and “Services Order” Form.

2.6 “Column” shall include their respective affiliated and subsidiary companies.

3. Request for Services

3.1 Initiating Services. All services provided by Column to Customer shall be implemented through individual SOWs. An SOW will become effective upon execution by authorized representatives of both parties unless it has expired before execution by the parties. Any changes to any SOW will require a written change order signed by both parties that describes the changes and any related cost adjustments which shall be in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2505.

3.2 Acceptance. Services will be deemed satisfactorily accepted by Customer when Customer has signed for the Services as accepted. Column warrants its workmanship and will make any changes as will be required to correct any deficiencies in accordance with the warranty provisions herein and throughout the term that Support Services are being paid by Customer.

4. Responsibilities. The description of the Services and Deliverables and related compensation amount in each SOW will be based upon information Customer provides to Column and upon any assumptions set forth in the SOW. Customer acknowledges that if the information provided by Customer is incomplete or inaccurate, then the parties may execute a change order and as a result, Customer may incur additional charges in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2505. Column employees performing Services on Customer premises shall observe Customer’s reasonable safety and security protocols of which Column is notified in writing.

5. Payment Terms

5.1 Compensation for Services; Expenses. Compensation for Services shall be paid in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2505. Travel expenses shall be reimbursed in accordance with the Texas Travel Management Program Guidelines.

5.2 Invoicing. Invoicing shall be handled in accordance with Appendix A, Section 7.B of DIR Contract DIR-SDD-2505.

5.3 Payment. Payment shall be paid in accordance with Appendix A, Section 7.C of DIR Contract No. DIR-SDD-2505.

5.4 Taxes. Taxes shall be handled in accordance with Appendix A, Section 4.F of DIR Contract No. DIR-SDD-2505.

6. Intellectual Property. Intellectual Property shall be handled in accordance with Section 8 of DIR Contract No. DIR-SDD-2505.

7. Warranty

7.1 Warranty. Column warrants that the Services shall be performed in a professional manner in accordance with generally accepted industry standards and the warranty for workmanship performed by Column shall be valid for three hundred and sixty five (365) calendar days after delivery or throughout the time that Customer is receiving Support Services from Column, whichever is more.

7.2 Exclusions. This warranty excludes non-performance issues that result from third-party hardware or firmware malfunction or defect; software not developed by Column; incorrect data or incorrect procedures used or provided by Customer or a third party; defects which are outside the reasonable control of Column or changes that can result in broken workflow from patches and/or upgrades from third party Licensors. Column may quote costs for Services provided at Customer's request to remedy excluded non-performance issues as long as the services are in accordance with Appendix C, Pricing Index of DIR Contract DIR-SDD-2505 and Appendix F, License Agreement of DIR Contract No. DIR-SDD-2505. This warranty shall immediately cease if Customer or any third party modifies any portion of a Deliverable and/or modifies Customer's system so that a Deliverable is no longer functional or appropriate.

8. Confidential Information is subject to the extent allowed under the Texas Public Information Act. Customer's rights and obligations under public information laws and legal processes therefore, the parties agree as follows:

8.1 Definition, Exclusions. Each party agrees that at all times during the term of DIR Contract No. DIR-SDD-2505 and this Agreement, and thereafter, each party will hold in confidence, and will not, other than for purposes of this Agreement, use or disclose to any third party any Confidential Information of the other party. The term "Confidential Information" shall mean all non-public information that each party designates as being confidential, which under the circumstances of disclosure ought to be treated as confidential. "Confidential Information" does not include the terms of DIR Contract No. DIR-SDD-2505 and this Agreement, and information received from others that either party is obligated to treat as confidential. "Confidential Information" does not include information that was (a) previously known without restriction, (b) received from a third party without restriction, (c) independently developed without use of the Confidential Information, or (d) information that becomes publicly available through no fault of the receiving party.

8.2 Obligations. The recipient of Confidential Information agrees to exercise reasonable care to protect Confidential Information from unauthorized disclosure, which care shall not be less than the recipient exercises to protect its own confidential information. The recipient may disclose Confidential Information only to its employees or agents who need to know such information and shall contractually require such employees or agents to comply with the obligations of confidentiality.

8.3 Customer Non-Disclosure Agreement. Customer and Column may execute or may have executed a confidentiality agreement the terms of which shall control in the event of terms that conflict with provisions in this Section 8 only. If the terms of the confidentiality agreement are in conflict with or in addition to any other provisions in DIR Contract No. DIR-SDD-2505 and this Agreement, DIR Contract No. DIR-SDD-2505 shall control.

9. Indemnification. Indemnification shall be handled in accordance with Appendix A, Section 9 of DIR Contract No. DIR-SDD-2505.

10. Liability.

10.1 Limitation. IN NO EVENT SHALL COLUMN (INCLUDING ITS AFFILIATES AND AGENTS) OR CUSTOMER BE LIABLE FOR ANY INDIRECT, INCIDENTAL EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST BUSINESS PROFIT) SUSTAINED BY EITHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGE AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. NOTHING IN THIS AGREEMENT IS INTENDED TO OR SHALL ADD OR SUPPLEMENT ANY PROVISIONS PROVIDED UNDER SEPARATELY LICENSED SOFTWARE. COLUMN SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL AMOUNT PAYABLE TO COLUMN PURSUANT TO THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACT OR OMISSION THAT GIVES RISE TO CUSTOMER'S CLAIM. EACH PARTY HEREBY EXPRESSLY ACKNOWLEDGES THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

11. Term and Termination

11.1 Term. DIR Contract No. DIR-SDD-2505 is for an initial term and three (3) one (1) year renewal options which may be exercised by Vendor's issuance of thirty (30) days advanced written notice and Customer's concurrence prior to the then-effective expiration date (each a "Renewal Term").

11.2 Termination shall be handled in accordance with Appendix A, Section 10.B of DIR Contract No. DIR-SDD-2505.

12. General Provisions

12.1 Separate Software License. The Technical Services will be in support of software licensed to Customer under Appendix F to DIR Contract No. DIR-SDD-2505, Software License Agreement.. Such separate agreement shall govern use by Customer of such software, and this Agreement shall relate solely to Technical Services. This Agreement is not intended to modify in any way the licensing, warranty, or any other provisions for software products separately licensed by Customer through or from Column or any other party.

12.2 Notice. All Notices shall be handled in accordance with Appendix A, Section 11 of DIR Contract No. DIR-SDD-2505.

12.3 Force Majeure. Force Majeure shall be handled in accordance with Appendix A, Section 10.C of DIR Contract No. DIR-SDD-2505.

12.4 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. Nothing herein shall be construed to waive the sovereign immunity of the state of Texas.

12.5 Dispute resolution. Any dispute shall be handled in accordance with Appendix A, Section 10.A of DIR Contract No. DIR-SDD-2505.

12.6 Severability. If any provision or portion of this Agreement shall be held by a court having jurisdiction in the state of Texas to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

12.7 Binding Effect/Assignment. Assignment shall be handled in accordance with Appendix A, Section 4.D of DIR Contract No. DIR-SDD-2505.

12.8 Export and Compliance. Each party shall comply fully with all relevant regulations of the U.S. Department of Commerce and with the U.S. Export Administration Act to assure that the Services, including any Deliverables, are not exported in violation of U.S. law. Each party will, at its own expense, comply with any applicable law, statute, administrative order, or regulation. Use, duplication, or disclosure of any Deliverables by the U.S. Government is

subject to the restrictions in FAR 52.227-14 (June 1987) Alternate III (June 1987), FAR 52.227-19 (June 1987), or DEARS 252.227-7013(b)(3) (Nov 1995), or applicable successor clauses.

12.9 Remedies. All remedies set forth in this Agreement, or available by law or in equity shall be cumulative and not alternative, and may be enforced concurrently or from time to time.

13 Entire Agreement. DIR Contract No. DIR-SDD-2505 and this Agreement, including any SOW, is the entire agreement between the parties with respect to the subject matter and supersedes any agreement or communications between the parties relative thereto, whether written or oral. This Agreement and/or any SOW may be modified only by a written addendum or change order signed by authorized signatories of both parties. The terms of any invoice, purchase order or similar document will not modify this Agreement and Column specifically rejects any such terms.

In the event of a conflict in Terms between this Agreement and DIR Contract No. DIR-SDD-2505, the Terms of DIR Contract No. DIR-SDD-2505 will take precedence.