

**APPENDIX F TO DIR CONTRACT NO. DIR-SDD-2509
PARASCRIPT SOFTWARE LICENSE AGREEMENT**

This Software License Agreement (this “**Agreement**”) is entered into this ___ day of _____, 201_ (the “**Effective Date**”) by and between CBM Archives, a Texas company with offices at 11014 Leopard Street, Corpus Christi, TX 78410 (“**CBM**”), and _____, a _____ corporation, having offices at _____ (“**Licensee**”) (CBM and Licensee are referred to in this Agreement individually as a “**Party**” and collectively the “**Parties**”).

1. DEFINITIONS

1.1 “Confidential Information” means: (i) all information marked or otherwise designated as “Proprietary” or “Confidential”; (ii) the Software, Updates, Upgrades, Documentation, training aids, data, code, techniques, algorithms, methods and designs embodied or incorporated therein, regardless of whether marked as confidential; and (iii) the terms of this Agreement, including all accompanying pricing schedules.

1.2 “Documentation” means all Software user manuals, handbooks, on-line materials, development tools, specifications and/or any other written or machine-readable materials that CBM in its sole discretion may make available to Licensee.

1.3 “Field” means a predefined type of data read by the Software. For example; the “amount” field on a check or an “address” on an envelope.

1.4 “Form” describes the digital image of a document for which the Software is applied to derive data.

1.5 “Intellectual Property” means any and all past, present, or future legal rights, anywhere in the world, to concepts, methods, apparatuses, articles of manufacture, computer programs, processes, schemas, designs, algorithms, product or services names, and trade dresses, including, but not limited to: copyrights, patents, trade secrets, trademarks, goodwill, know-how, database rights, moral rights, and rights of publicity.

1.6 “Software” means the machine-readable object code version of **CBM® (Insert Product Name[®]or [™])**, version (**Insert Number**) or higher, including any Documentation, Updates and Upgrades.

1.7 “Updates” means bug fixes and minor modifications or revisions of the Software, (for example, an update from 2.x to 2.y or 2.x.x. to 2.x.y), when and if available. Updates may not include performance improvements or enhancements, optional modules, new functionality, new versions, or other products which CBM licenses separately.

1.8 “Upgrades” means major releases of the Software (for example an upgrade from 2.x to 3.y) which includes Software performance improvements and/or new features to the Software which are marketed under a different version number, when and if available. Upgrades shall not include any other products which CBM licenses separately from the Software, including but not limited to, any optional modules for the Software. Optional modules would include different functionality of the Software than was licensed under this Agreement.

2. LICENSE GRANT, OWNERSHIP AND RESTRICTIONS

2.1 Software License Grant. Subject to the terms and conditions of DIR Contract No. DIR-SDD-2509 and this Agreement, CBM hereby grants to Licensee a (Type of License), nonexclusive, nontransferable (except as set forth in **Section 10.3**), fee-bearing license to use the Software, solely for Licensee's internal business purposes, solely in the USA. Except for the license rights expressly granted herein, all rights are reserved. No other licenses or rights, express or implied, are granted by CBM, which retains ownership of all Intellectual Property rights in, to or related to the Software.

2.2 Authorized Copies. Licensee may only make a reasonable number of copies of the Software for the purpose of program error verification, and/or archival and backup purposes.

2.3 Restrictions. Licensee shall not, and shall not allow any other party to: (i) directly or indirectly sell, lease, rent, license, sublicense, redistribute, lend, give, transfer or otherwise distribute or use the Software; (ii) modify, translate, or create derivative works from the Software; (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas, algorithms, methods, or concepts of the Software or any subsequent version thereof or any part thereof; or (iv) install and run the Software on different computers or on virtual machines, unless Licensee acquires a license for each separate computer or virtual machine on which the Software runs.

3. DELIVERY, SOFTWARE SUPPORT SERVICES AND PROFESSIONAL SERVICES

3.1 Delivery. CBM shall deliver to Licensee a copy of the Software within five (5) business days from the Effective Date of this Agreement.

3.2 Software Support Services. During the term of this Agreement, for so long as CBM offers Software maintenance and support with respect to the Software and Licensee purchases and pays the Support Services Fees described in **Section 4.3**, CBM shall provide Support Services for the Software to Licensee only as set forth in **Exhibit A** ("**Support Services**"). Such Support Services will include Updates and Upgrades to the Software, if and when made available by CBM. CBM shall not be obligated to continue Support Services for any period of time in excess of the then current Support Services term purchased by Licensee.

3.3 Technical Services. Upon receipt of Licensee's purchase order and the Parties mutual written agreement of the services to be provided ("**Technical Services**"), CBM shall provide the Technical Services requested, subject to any additional terms set forth in Exhibit B.

4. PURCHASE ORDERS, PAYMENT TERMS AND VERIFICATION

4.1 Purchase Orders. Purchase Order terms are detailed in DIR Contract No. DIR-SDD-2509, Appendix A, Section 7.A. Purchase Orders.

4.2 Software License, Support Services and Professional Services Fees. The license fees for the Software are set forth in Exhibit B ("**License Fees**") in accordance with DIR Contract No. DIR-SDD-2509, Appendix C Pricing Index; Support Services and fees are also in Exhibit B, all in U.S. Dollars and are valid as of the Effective Date. To the extent allowable by DIR Contract No. DIR-SDD-2509, CBM reserves the right to change its pricing schedule upon at least thirty (30) days advanced written notice to Licensee, provided that such changes shall not be retroactive.

4.3 Software Support Services Fees. Together with the Software License Fee in Section 4.2, Licensee shall also pay a one (1) year Software support services fee in advance, which equates to eighteen percent (18%) of the list License Fees multiplied by the number of licenses ("**Support Services Fees**"). Upon expiration of the initial Support Services term, Support Services may be renewed for another twelve (12)

month term at eighteen percent (18%) of the then prevailing list License Fees on new licenses of the Software and eighteen percent (18%) of the original list Licensee Fees on the existing Software licensed, unless Licensee provides CBM written notice of its intent not to renew not less than thirty (30) days in advance of the expiration of the then current term. Should Licensee allow Support Services to lapse or terminate and later elects to reinstate it, Licensee shall be required to (i) pay the then-current Support Services Fees for one (1) year in advance, prorated to the Support Services anniversary date of the current year; (ii) pay Support Services Fees retroactive to the date on which Support Services had lapsed. If CBM discontinues Support Services for the Software, it shall notify Licensee no later than sixty (60) days prior to the beginning of the calendar year in which such Support Services will be discontinued. CBM, in its sole discretion, reserves the right to change its Support Services pricing from time to time, but not retroactively.

4.4 Payment Terms, Taxes. Payment terms are detailed in DIR Contract No. DIR-SDD-2509, Appendix A, Section 7.C. Payments.

5. CONFIDENTIALITY

5.1 To the extent allowable by the Texas Public Information Act, each Party receiving Confidential Information of the other Party ("**Recipient**") agrees to protect and hold as confidential all Confidential Information it receives from such other Party ("**Discloser**"), except where there are Confidentiality Obligation Exceptions. Recipient will use the same care and discretion to avoid disclosure of Confidential Information as it uses with its own similar information, but in no event less than a reasonable standard of care. Recipient may only use Confidential Information solely for the purpose for which it was disclosed and shall not otherwise use the Confidential Information without the prior written consent of the Discloser. Recipient may disclose Confidential Information to (a) employees, contractors and consultants who have a need to know in order to perform the obligations under this Agreement; (b) any other party with Discloser's prior written consent. Before disclosure to any of the above parties, Recipient will have a written agreement with such party sufficient to require that party to treat Confidential Information in accordance with this Agreement. All Confidential Information shall remain the property of Discloser and shall be returned to Discloser within five (5) calendar days of the termination or expiration of this Agreement or anytime upon written request by the Discloser. These restrictions on disclosure and use shall survive the termination of this Agreement for a period of five (5) years, except as otherwise provided with respect to the Software and CBM's proprietary technology, in which case the foregoing restrictions on disclosure and use shall survive in perpetuity.

5.2 Confidentiality Obligation Exceptions. Recipient of Confidential Information is not obligated to keep such information confidential that: (i) is in Recipient's possession prior to the time of disclosure other than as a result of Recipient's breach of this Section; (ii) becomes known to Recipient through disclosure by sources other than the Discloser or its agents, contractors or subcontractors having the legal right to disclose such Confidential Information; or (iii) is independently developed by the Recipient without reference to or reliance upon the Confidential Information of Discloser. To the extent allowable by the Texas Public Information Act, if Confidential Information is required to be disclosed by Recipient to comply with a court order, applicable law or government regulations, the Recipient shall give Discloser prompt written notice of such order for disclosure of Confidential Information, and shall cooperate with the Discloser to avoid and/or minimize the extent of such disclosure, and to obtain all available protective orders.

6. WARRANTIES

6.1 CBM warrants that, for a period of ninety (90) calendar days from delivery of the Software to Licensee, the Software will, when properly installed and used in accordance with the Documentation and this Agreement, substantially conform as described in the material specifications in the applicable Documentation. Provided that Licensee timely submits a warranty claim during the warranty period and CBM confirms that the Software delivered to Licensee does not substantially conform to the Software's Documentation, as Licensee's exclusive remedy and CBM's sole obligation under this warranty, CBM shall use reasonable efforts to correct

any reproducible error in the Software for Licensee at no additional charge. CBM does not warrant that Licensee's use of the Software will be error-free or uninterrupted. Support Services will take effect at the beginning of the warranty period.

6.2 EXCEPT AS PROVIDED HEREIN, CBM MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, SUPPORT SERVICES OR PROFESSIONAL SERVICES PROVIDED BY CBM HEREUNDER. CBM HEREBY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

6.3 Both Parties warrant that the individuals signing this Agreement are duly authorized representatives of their company, having full power and authority to sign this Agreement.

7. INDEMNIFICATION

Indemnification terms are detailed in DIR Contract No. DIR-SDD-2509, Appendix A, Section 9.A. Indemnification.

8. LIMITATION OF LIABILITY

Limitation of Liability terms are detailed in DIR Contract No. DIR-SDD-2509, Appendix A, Section 9.K. Limitation of Liability.

9. TERM AND TERMINATION

Termination terms are detailed in DIR Contract No. DIR-SDD-2509, Appendix A, Section 10.B. Termination.

10. MISCELLANEOUS

10.1 Notices. Any notice hereunder shall be in writing and sent to each Party's contract administrator at the addresses listed above, or to such other address as may be designated by the Parties in writing from time to time. All notices shall be effective upon receipt.

10.2 Entire Agreement. DIR Contract No. DIR-SDD-2509 and this Agreement, together with the Exhibits hereto which are incorporated herein by reference, sets forth the entire understanding of the Parties as to the subject matter hereof; supersedes all prior understandings, agreements and documentation relating thereto; and may not be modified except in a writing executed by an authorized representative from both Parties. No failure or delay by either Party in exercising any right hereunder will operate as a continuing waiver hereunder, nor create an expectation of non-enforcement of that or any other provision or right. Only waivers granted in writing shall be valid. In the event of a conflict in terms, the terms DIR Contract No. DIR-SDD-2509 will have precedence.

10.3 Assignment. Assignment terms are detailed in DIR Contract No. DIR-SDD-2509, Appendix A, Section 4.D. Assignment.

10.4 Relationship. The Parties are independent contractors and nothing in this Agreement shall be construed to constitute either Party as the agent of the other Party for any purpose.

10.5 Non-Solicitation. Each Party has made significant investments in professional staff. During the term of this Agreement and for a period of one (1) year thereafter, each Party agrees not to directly or indirectly solicit, employ or otherwise contract for the services of any person who is or has, in the prior six (6) months, been an employee, consultant or subcontractor of the other Party without the other Party's prior written consent. In the event either Party violates this Section, the offending Party agrees to pay the offended Party the equivalent of six (6) months wages of the individual hired to serve as liquidated damages and as a placement fee for acquisition of staff. This provision does not apply to employment gained through public advertisement.

10.6 Promotional Cooperation. CBM and Licensee agree that CBM may publicize the fact that Licensee is a user of the Software in a mutually agreed upon initial press release. CBM may identify Licensee as a CBM customer. Any additional formal publicity concerning Licensee shall require Licensee's prior written consent.

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

10.8 Force Majeure. Force Majeure terms are detailed in DIR Contract No. DIR-SDD-2509, Appendix A, Section 10.C. Force Majeure.

10.9 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.10 Headings. Any section or subsection headings in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement.

10.11 Counterparts. This Agreement may be executed in one or more counter parts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date above.

CBM Archives

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

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

EXHIBIT A

SOFTWARE SUPPORT SERVICES DESCRIPTION

Scope and Summary of Software Support Services

On-going Support Services for CBM Software includes technical support, maintenance Updates and Upgrades, if and when available and as described below:

- Technical Assistance (via telephone, fax, e-mail and web meeting)
- Problem solving, technical guidance, bug reporting, documentation clarification
- Website Support
- FAQs
- Software Updates
- Documentation Updates
- Software Upgrades

Business Hours of Operation

- 8:00 AM-5:00 PM MST/MDT, Monday through Friday, excluding U.S. National Holidays

After Hours Support

Licensee under a Software Support Services contract is provided Support Services at no charge during normal hours of operation. For assistance outside the standard hours of operation, Support Services will be billed at twice CBM's then current time and materials rate.

Trouble Reporting and Questions

Before reporting a concern or raising a question either during installation or production, Licensee should check the CBM web site technical support section www.CBM.com/techsupport for possible answers to the problem being experienced. If the question is not answered on the website, then the problem should be reported to Technical Support department via phone: 1-888-772-7478 or 1-800-632-5247 or via e-mail: techsupport@CBM.com.

CBM Software Technical Support Resolution Process

Licensee's responsibilities:

1. Licensee will assign a designated technical point of contact that will work with CBM's technical support contact through the entire process until the problem is resolved.
2. Licensee will work with CBM's technical support contact to define and document the problem, sending files, programs, and other media so that the problem can be reproduced.
3. Licensee is under a current CBM Software Support Services Agreement.

Severity Level *	Severity Description	Support Response
1 Critical	Software problem resulting in a system-wide failure and loss of major functionality with no practical workaround for Licensee.	Respond to Licensee acknowledging the problem within four (4) business hours after receipt of email or phone notification. When the problem is reproduced, assigned technical resources will work until the problem is resolved or a satisfactory workaround is identified. Next steps are defined and communicated to Licensee. CBM's technical support contact will stay involved until the problem is considered closed by both Parties.
2 Serious	Software problem resulting in a loss of major functionality, but there is a workaround.	Respond to Licensee acknowledging problem within four (4) business hours after receipt of email or phone notification. When the problem is reproduced, assigned resources will work on a standard workday schedule until the problem is resolved or a satisfactory long-term workaround is identified. Next steps are defined and communicated to Licensee. CBM's technical support contact will stay involved until the problem is considered closed by both Parties.
3 Moderate	Software problem resulting in loss of minor functionality that does not significantly impact Licensee's business operation.	Respond to Licensee acknowledging problem within sixteen (16) business hours after receipt of email or phone notification. When the problem is reproduced, the technical support contact will schedule the problem for resolution through CBM's change management process to have the Software problem resolved.
4 Minor	The Software problem is essentially cosmetic, but does not directly impact Licensee's business operations.	Respond to Licensee acknowledging the problem within twenty four (24) business hours after receipt of email or phone notification. The technical support contact will schedule the problem for resolution through CBM's change management process to have the Software problem resolved.
5 Enhancement Suggestions	Licensee's suggestions for Software enhancements.	Respond to Licensee acknowledging the receipt of suggestions within thirty six (36) business hours after receipt of email or phone notification. Enhancement requests are forwarded to CBM's Product Marketing Management for evaluation.

*The impact and severity level of reported problems will be discussed with Licensee and mutually agreed.

CBM will document the severity of all reported problems.

CBM is not required to perform Software Support Services with respect to the following:

- Assistance in resolving problems due to Licensee's modification of the core functionality of the Software;
- Problems encountered as a result of non-CBM software offerings co-resident on Licensee's server and its associated client computers;
- Assistance in resolving software problems other than those associated with Software, including, but not limited to, problems with the hardware and its operating system, communications and system administration-related problems;

- Assistance in migrating to new releases of other non-CBM software products;
- Assistance in resolving problems due to using the Software in a nonconforming operating environment;
- Licensee's failure to use the Software in accordance with the applicable Documentation; and
- Licensee's failure to use error corrections previously provided by CBM

Version Support

CBM's Software Support Services obligations will extend no further back than two (2) Upgrades (major releases) from the then-current Upgrade. If Support Services are required for Upgrades no longer supported, Licensee can inquire about CBM's Custom Technical Support offering.

EXHIBIT B
LICENSE SCHEDULE

[Insert pricing schedule]

Annual Support Services: Amount equal to 18% of License Fees per Section 4.3 “Software Support Services Fees”

Professional Services:

Description:

Pricing:

Job Classification	Weekly	Daily	Hourly

Note: When on site at Licensee’s location travel and other direct expenses are not included above and will be invoiced separately.