

**Appendix D to DIR-TSO-3281
Source Code License Agreement**

The Source Code License Agreement (the "Agreement"), between _____ located at _____, _____, _____ ("CLIENT") and Visual Innovations Company a Texas corporation located at 8500 Shoal Creek Blvd, Building 1, Austin, TX 78757 ("VI"), is entered into this ___ day of _____ (the "Effective Date").

WHEREAS, VI is the owner of the source code set forth in Exhibit A (hereinafter the "VI Source").

WHEREAS, VI wishes to license the VI Source to CLIENT according to the terms and conditions set forth herein;

WHEREAS, CLIENT in exchange for the license to use the VI Source as set forth herein agrees to pay the fees set forth in Appendix C Pricing Index, of DIR Contract No. DIR-TSO-3281;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following terms and conditions.

1 Grant

1.1 Subject to the terms and conditions of this Agreement, and conditioned on CLIENT's payments of all amounts payable in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3281, VI hereby grants to CLIENT an exclusive, fully-paid up, perpetual, non-transferable license to: (i) modify, update and customize the VI Source for use only by CLIENT; (ii) use and store the VI Source for use only for original equipment, original application and only by CLIENT;

1.2 License Limitations

1. CLIENT may not resell, rent, lease, sublicense or distribute the Source Code
2. CLIENT shall protect and keep secure all Source Code provided by this Source Code License Agreement. All Source Code provided by this Agreement that is used with an application that is distributed or accessible outside Licensee's organization (including use from the Internet), must be protected to the extent that it cannot be easily extracted or decompiled.
3. The CLIENT shall not resell, rent, lease or distribute the products created from the Source Code in any way that would compete with VI.
4. CLIENT may not allow any third party access to this source code that would result in the third party creating derivative works from the Source Code in any way that would compete with VI.
5. Manufacturer's or VI's copyright notices may not be removed from the Source Code.

1.3 VI shall deliver to CLIENT the VI Source promptly after VI's receipt of the first cash payment from CLIENT per Section 4 of this Agreement.

2 Maintenance and Support

CLIENT agrees that VI shall not be required to maintain or support the VI Source in any way.

3 Warranties

3.1 Each party warrants that it has a right to enter into this Agreement. VI further warrants that (i) it has the right to grant the licenses set forth in this Agreement, (ii) the VI Source does not infringe any third party's rights, including without limitation intellectual property rights, and (iii) there are no licenses of the VI Source to third parties.

3.2 EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 3.1 ABOVE, THE VI SOURCE IS LICENSED "AS IS" WITHOUT WARRANTY AS TO ITS PERFORMANCE, AND VI MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF EQUIPMENT PERFORMANCE, EQUIPMENT FUNCTIONALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR

CONSEQUENTIAL DAMAGES OR LOST PROFITS, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

3.3 Indemnification shall be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-TSO-3281.

4 Payment

In consideration of the license granted in Section 1, CLIENT will make payments totaling USD \$ _____ in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3281.

5 Ownership of Source

5.1 VI owns and shall retain all rights, title and interest in and to the VI Source, as well as all related copyright, patent, trade secret and other proprietary rights therein.

5.2 Any modification made to the VI Source by CLIENT shall be the right, title and interest of CLIENT, as well as all related copyright, patent, trade secret and other property rights therein.

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Termination

Termination shall be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3281.

7 General Provisions

7.1 Assignments shall be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-3281.

7.2 DIR Contract No. DIR-TSO-3281, this Agreement, together with any exhibits or other attachments hereto, constitutes the entire, final and exclusive understanding and agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions whether oral or written, of the parties. The provisions of this Agreement may not be amended or supplemented in any way except by written agreement executed by both parties hereto. Should a conflict arise between this agreement and DIR Contract No. DIR-TSO-3014, the DIR contract shall prevail.

7.3 The sole relationship between the parties shall be that of independent contractor. Nothing contained in this Agreement, nor any action taken by any party to this Agreement, shall be deemed to constitute either party (or any of such party's employees, agents, or representatives) an employee, agent, or legal representative of the other party, nor to create any partnership, joint venture, association, or syndicate among or between the parties, nor to confer on either party any express or implied right, power or authority to enter into any agreement or commitment on behalf or (nor to impose any obligation upon) the other party.

7.4 The formation, operation and performance of this Agreement shall be governed, construed, applied and enforced in accordance with the laws of State of Texas. The parties consent and agree that all cases, claims, and controversies based upon this Agreement shall be adjudicated only in a state court located in the Travis County District of the State of Texas. Each party consents to such courts being the exclusive and proper venue therefore. In no way shall this be construed to waive the sovereign immunity of the State of Texas.

7.5 Parties agree that they will not use, make reference to, or otherwise designate the other party's trademarks, service marks, or trade names without the express written consent of the owning party, which shall not be unreasonably withheld.

7.6 To the extent allowable under the Texas Public Information Act and subject to any legal requirements, each party (as a "Receiving Party") shall keep confidential all aspects of this license agreement, and shall not appropriate for its own use, reveal, or disclose to anyone, except as necessary to fulfill a party's obligations hereunder, any confidential information of the other (as a "Disclosing Party") which may become known to it prior to or during the term of this Agreement. Each party agrees to take necessary and prudent steps to protect and maintain the confidentiality of any such confidential or proprietary information of the other. "Confidential or proprietary information" shall mean any information maintained as confidential by the other which is not publicly known and not lawfully available without restriction from a third party. The foregoing

restrictions will not apply to any such Confidential Information that is (1) required to be disclosed by the court order or decree or in compliance with applicable law, (ii) in the public domain or enters the public domain other than through a breach hereof by the Receiving Party, (iii) known to the Receiving party prior to its receipt from the Disclosing Party hereunder and not subject to a confidentiality obligation, (v) independently developed by the Receiving Party, or (vi) received by the Receiving Party from a third party and not subject to a confidentiality obligation.

7.7 The failure of each party to exercise in any respect any right provided for the herein shall not be deemed a waiver of such rights or any other right hereunder.

7.8 If any provision of this Agreement is invalid under any applicable statute or rule of law, it shall be replaced with a valid provision that most nearly effects the parties' intent in entering into this Agreement and the remaining provisions of this Agreement shall in no way be affected or impaired thereby.

7.9 In the event of termination of this Agreement, the provisions of Sections 3, 5, 6, and 7 shall survive and continue in effect and shall inure to the benefit of and becoming binding on the parties and their legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement as of the day first above written.

{DIR CLIENT NAME} .:

Visual Innovations Company:

By:

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title