

END USER SOFTWARE LICENSE AGREEMENT

This End User Software License Agreement (the “Agreement” or “License”) is made by and between The Bauen Group, L.L.C., a Texas limited liability corporation with its principal place of business in Houston, Texas (the “Licensor”) and _____ (hereinafter, “Licensee”, and the Licensor together with the Licensee are collectively the “Parties”, or singly, a “Party”).

The Parties agree as follows:

1. **EFFECTIVE DATE.** This Agreement is effective as of the date of the last signature below (hereinafter, the “Effective Date”).
2. **SOFTWARE.** The term “Software” means the server-side transaction approval software and related mobile application software, and also includes any upgrades, modified versions, updates, additions, and/or copies of the Software provided, directly or indirectly by Licensor. The term “Software” also includes any related explanatory materials and/or documentation—digital, physical, hard-copy, or otherwise (“Documentation”).
3. **LICENSE TERM.** The term of this License (the “License Term”) begins on the Effective Date and continues for one year.
4. **RENEWAL.** This License will have three (3) one (1) year renewal options exercised by the Licensee providing Vendor a thirty-day written notice prior to the then-expiration date.
5. **LINE ITEM APPROVAL.** Approvals within the software are billed on a per line item approval basis (a “Line Item Approval”), and not on a per document basis. The Parties acknowledge that a document may have one or more line items.
6. **LICENSE FEE.** In full consideration for the rights and License in this Agreement, Licensee shall pay a monthly fee of USD _____ (_____ dollars) in accordance to Appendix C of DIR Contract No. DIR-TSO-3630.
7. **INVOICING.** Invoicing will be handled in accordance to Appendix A, Section 8I of DIR Contract No. DIR-TSO-3630. All payments will be handled in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3630. All payments will be made in US Dollars (USD).
8. **DELIVERY.** After payment is received, Licensor shall provide Licensee access, for 10 days, to the Software through an internet-based medium.
9. **INSTALL.** Licensee is solely responsible for installation and configuration of the Software. Any service or installation agreement between the Parties is a separate agreement not considered herein.
10. **DISABLEMENT OF SOFTWARE.** Licensee acknowledges that the Software contains devices that may:

- a. disable or modify the Software at the end of the License Term;
- b. disable or modify the Software if Licensee breaches this Agreement;
- c. disable or modify the Software if Licensee does not timely pay an invoice;
- d. verify and/or audit the licensing status, use, and/or functionality of the Software;
- e. update the Software;
- f. modify the Software;
- g. disable the Software;
- h. report the installation of the Software;
- i. record, monitor, or audit the usage of the Software;
- j. or otherwise communicate with, and/or receive instructions from, the Licensor.

Licensee agrees to permit such devices to fulfill their functions and agrees not to modify or remove those devices, or in any way interfere with their operation.

11. **ASSIGNMENT.** Assignments will be handled in accordance to Appendix A, Section 4D of DIR Contract No. DIR-TSO-3630.
12. **PERMITTED USE.** The following are permitted uses (the “Permitted Uses”):
 - a. Licensee may use the Software internally, for the Licensee’s own commercial purposes, only if:
 1. the Software is installed,
 2. the Software communicates solely with Licensor’s mobile application(s), and
 3. only Licensee’s users who are also Licensee’s licensed PeopleSoft® users access the Software.
13. **LICENSE GRANT.** Licensor grants Licensee a non-exclusive, non-transferable, non-refundable, limited license to use Software solely for the Permitted Uses during the License Term.
14. **THIRD PARTY SERVICE PROVIDERS.** If a third party service provider agrees to be bound by the provisions of this Agreement, then Licensee may authorize that third party service provider to perform work under the direction and control of the Licensee, and act on behalf of the Licensee, to enable Permitted Uses solely for the benefit of the Licensee during the License Term.
15. **NOT A SALE.** The copies of Software provided to Licensee under this Agreement are licensed, not sold, to Licensee by Licensor. Licensor reserves all rights not expressly granted.
16. **NO SUBLICENSING.** The Licensee has no right to sub-license the Software.

17. **RESTRICTIONS.** All uses of the Software that are not Permitted Uses are prohibited. For the avoidance of doubt, and without limitation, examples of certain restrictions are as follows:
 - a. Licensee may not copy, modify, resell, or distribute the Software.
 - b. Licensee may not create applications for mobile devices that communicate with the Software.
 - c. Licensee may not rent, lease, lend, or encumber the Software.
 - d. Licensee may not reverse engineer, decompile, translate, disassemble, or otherwise attempt to derive the source code of the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. If applicable law permits such activities, any information so obtained must be promptly disclosed to the Licensor and shall be, and remain, subject to this Agreement as Software.
 - e. Licensee may not publish or provide the results of any benchmark or comparison tests run on the Software to any third party without the prior written consent of Licensor.
 - f. Licensee may not create derivative works of the Software.
 - g. Licensee acknowledges that the Software is confidential, copyrighted, and contains federally registered, state, and/or common law trademarks.
 - h. Licensee shall not disclose the Software or Software source code to any other third party (whether an individual, corporation, or other entity) without prior written consent from the Licensor.

18. **DATA COLLECTION.** The Software may contain devices that perform automated collection of system data and/or automated software updating services. System data collected through such devices may be used by The Bauen Group, its subcontractors, and its service delivery partners for the purpose of providing Licensee with remote system services, billing services, and/or improving Licensor's software and systems.

19. **SERVICE AND SUPPORT.** This Agreement does not oblige any Party to service, support, maintain, or update the Software.

20. **TITLE, IMPROVEMENTS, AND INTELLECTUAL PROPERTY.** Intellectual Property will be handled in accordance to Appendix A, Section 5 of DIR Contract No. DIR-TSO-3630.

21. **OPEN SOURCE LICENSING.** Portions of the Software may be provided with notices and open source licenses from such communities and third parties that govern the use of those portions, and any licenses granted in this Agreement do not alter any rights and obligations Licensee may have under such open source licenses. However, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all Software.

22. **MARKS AND NOTICES.** Licensee agrees not to remove, and always retain, Licensor's trademarks, copyright notices, trademark notices, or any other notices in the Software.

23. **U.S. GOVERNMENT RESTRICTED RIGHTS.** If the Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in the Software (including the "Documentation") will be only as set forth in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).

24. **TERMINATION.** Terminations will be handled in accordance to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3630. Licensor may terminate this Agreement should any Software become, or in Licensor's reasonable opinion likely to become, the subject of a claim of intellectual property infringement or trade secret misappropriation.

Subject to record retention laws and policies, upon termination, Licensee will cease use of, and destroy or return all Software, including any archived copy, and confirm compliance in writing to Licensor. All Sections, except for Sections 13, will survive termination of this Agreement.

25. **NO SOLICITATION.** For two years after the end of the License Term, Licensee will not directly or indirectly solicit, induce, recruit, encourage, or otherwise endeavor to cause, or attempt to cause, any employee or consultant of the Licensor to terminate their relationship with the Licensor; provided, however, that nothing in this Agreement shall prohibit the use of a general solicitation in a publication or by other means.

For two years after the end of the License Term, Licensee will not directly or indirectly, for itself or on behalf of any other person, partnership, company, corporation, or other entity, solicit or attempt to solicit, for the purpose of engaging in competition with the Licensor, any person or entity who is or has been a customer of the Licensor; or any person or entity the Licensor targeted and/or contacted, prior to the end of the License Term, for the purpose of establishing a customer relationship.

26. **NON-COMPETITION.** For two years after the end of the License Term, Licensee shall not, in the field of PeopleSoft applications for mobile devices, directly or indirectly:

(a) enter the employ of, or render any services to, any person, firm, or corporation engaged in any business competitive with the then existing or developing business of the Licensor or of any of its subsidiaries or affiliates;

(b) engage in such business on its own account; or

(c) become interested in any such business, directly or indirectly, as an individual, partner, shareholder, director, officer, principal, agent, employee, trustee, consultant, or any other relationship or capacity;

provided, however, that nothing contained in this Section shall be deemed to prohibit Licensee from acquiring, solely as an investment, and while complying with other applicable securities laws and the further provisions of this Agreement, not more than 5% of the shares of capital stock of any publicly traded corporation.

27. **DISCLAIMER OF WARRANTY.** ALL SOFTWARE IS PROVIDED "AS IS". ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PATENTS AND COPYRIGHTS, OR NON-MISAPPROPRIATION OF A TRADE SECRET ARE DISCLAIMED TO THE EXTENT PERMITTED BY LAW.
28. **LIMITATION OF LIABILITY.** LIMITATION OF LIABILITY WILL BE HANDLED IN ACCORDANCE TO APPENDIX A, SECTION 10K of DIR CONTRACT NO. DIR-TSO-3630.
29. **NUCLEAR FACILITIES.** Software is not designed, licensed or intended for use in the design, construction, operation or maintenance of any nuclear facility and Licensor disclaims any express or implied warranty of fitness for such uses.
30. **INDEMNIFICATION.** Indemnification will be handled in accordance to Appendix A, Section 10A of DIR Contract No. DIR-TSO-3630.
31. **INTEGRATION.** DIR Contract No. DIR-TSO-3630, this Agreement, together with the exhibits and schedules (if any), constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the Parties with respect to the subject matter of this Agreement. DIR Contract No. DIR-TSO-3630 and this agreement are a complete statement of the terms of this Agreement. In the event of a conflict DIR Contract No. DIR-TSO-3630 shall control.
32. **NO ORAL MODIFICATION.** The terms of this Agreement may be modified, and the observance or performance of any term, covenant, or provision herein may be omitted or waived, only by the mutual written consent of the authorized representatives of both Parties.
33. **EXCLUSIVE JURISDICTION AND VENUE.** The Parties agree that the state courts located in Travis County, Texas shall be the sole and exclusive jurisdiction and venue for resolving any dispute arising out of this Agreement, and consent to personal jurisdiction in said courts, consent to the sole and exclusive venue in and of said courts, and waive all rights to challenge personal jurisdiction and/or the convenience of the venue. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.
34. **ADVICE OF COUNSEL.** Each Party to this Agreement represents and warrants that such Party has read and fully understands the terms and provisions of this Agreement, has had an opportunity to review this Agreement with legal counsel, and has executed this Agreement based upon such party's own judgment and advice of independent legal counsel (if sought).

35. **GOVERNING LAW.** This Agreement shall in all respects be governed by, enforced under, and construed and interpreted in accordance with, the laws of the State of Texas without giving effect to any choice or conflicts of law principles that might refer the governance, enforcement, construction, or interpretation of this Agreement to the laws of another jurisdiction. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.
36. **SEVERABILITY.** If any term, section, or other provision of DIR Contract No. DIR-TSO-3630 or this Agreement is determined to be invalid, illegal, or incapable of being enforced by any rule or law, or public policy, all other conditions, sections, and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible. If the Parties are unable to reach an agreement after good faith negotiations, the Parties agree to permit the court to modify this Agreement so as to effect the original intent of the Parties as closely as possible.
37. **NOTICE.** Notices will be handled in accordance to Appendix A, Section 12 of DIR Contract No. DIR-TSO-3630.
38. **MUTUAL REPRESENTATIONS AND WARRANTIES.** Each Party hereto warrants and represents to the others that it has authority to enter this Agreement and that its execution of this Agreement has been duly authorized by all necessary corporate action of such Party.
39. **EXPORT CONTROLS.** Licensee agrees, warrants, guarantees, and represents that it will comply with all applicable trade regulations under U.S., foreign, or other relevant jurisdictions. This includes but is not limited to U.S. export control laws such as the Export Administration Regulations, the International Traffic and Arms Regulations and the Bureau of Census Regulations. In this regard, Licensee agrees, warrants, guarantees, and represents that it will comply in all respects with such international trade regulation laws and U.S. export control laws in all circumstances. These circumstances include but are not limited to sharing the Software and other information that may be controlled under any relevant export control law in the U.S. or elsewhere with foreign national employees, subcontractor employees, individuals, or government officials in any location. Licensee agrees to defend, indemnify, and hold harmless the Licensor for any and all damages, costs, attorney's fees, lost profits, and other expenses or harm to Licensor by failure of Licensee to comply with such laws or regulations.
40. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their heirs, executors, administrators, successors, and assigns.
41. **NO THIRD PARTY BENEFICIARIES.** This agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties.

42. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all executed counterparts together shall be deemed to be one and the same instrument. Facsimile transmission or email of .pdf files of signatures shall be deemed to be originals.

43. **NO GENERAL OR IMPLIED WAIVERS.** The failure of any Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall not be an implied waiver of this Agreement or any term herein, and shall in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any Party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the Party against whom the waiver is being enforced.

A Party that waives a right or remedy provided under this Agreement or by law in relation to a Party or other person or entity, or takes or fails to take any action against a Party or other person or entity, does not alter or affect its rights in relation to a Party or other person or entity.

Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

44. **HEADINGS; CONSTRUCTION.** This Agreement shall be deemed drafted equally by both Parties. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any Party shall not apply. The headings in this Agreement are only for convenience and are not intended to affect construction, interpretation, or enforcement. Any references to paragraphs, subparagraphs, sections or subsections are to those parts of this Agreement, unless the context clearly indicates to the contrary. Also, unless the context clearly indicates to the contrary, (a) the plural includes the singular and the singular includes the plural; (b) includes and including are each without limitation; (c) herein, hereof, hereunder and other similar compounds of the word here refer to the entire Agreement and not to any particular paragraph, subparagraph, section or subsection; and (d) all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to may require.

WHEREFORE, the Parties acknowledge that they have read and understand this Agreement and voluntarily accept the agreements, duties, and obligations set forth herein.

AGREED TO:

LICENSOR	LICENSEE
<p>The Bauen Group, L.L.C.</p> <p>By: _____</p> <p>Title: _____</p> <p>Dated: _____</p>	<p>By: _____</p> <p>Title: _____</p> <p>Dated: _____</p>