

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3665 CDI SOFTWARE DEMONSTRATION LICENSE

This Demonstration License Agreement (the "Agreement") is effective _____,

BETWEEN: **COMPU-DATA International, LLC** (the "Licensor"), a company organized and existing under the laws of the State of Delaware, with its head office located at:

2203 Timberloch Place, Suite 100
The Woodlands, Texas 77380

AND: _____ (the "Licensee"), an entity organized and existing under the laws of the [State/Province] _____ of _____, with its head office located at:

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- 4.1. Licensor represents and warrants to Licensee that Licensor is authorized to grant this License and, to the best of Licensor's knowledge, the Licensed Software does not infringe upon any copyright or other proprietary right of others.
- 4.2. Indemnification will be handled in accordance to Appendix A, Section 10A of DIR Contract No. DIR-TSO-3665.

5. DISCLAIMER AND LIMITATION OF LIABILITY

- 5.1 Limitation of Liability will be handled in accordance to Appendix A, Section 10K of DIR Contract No. DIR-TSO-3665.

6. TERMINATION

- 6.1. Termination will be handled in accordance to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3665.

7. GENERAL TERMS

- 7.1. DIR Contract No. DIR-TSO-3665, this License, including Schedule A, states the entire agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to this agreement. No amendment or modification of this License shall be made, except by an instrument in writing signed by Licensor and Licensee. If Licensee issues a

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- 7.4. Waiver of any breach of this License by either party shall not be considered a waiver of any other subsequent breach.
- 7.5. Notices will be handled in accordance to Appendix A, Section 12 of DIR Contract No. DIR-TSO-3665.
- 7.6. Force Majeure will be handled in accordance to Appendix A, Section 11C of DIR Contract No. DIR-TSO-3665.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the dates indicated below.

LICENSOR

LICENSEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

Date

Date

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3665 CDI SOFTWARE DEMONSTRATION LICENSE

SCHEDULE A LICENSED SOFTWARE

To be installed on CPU with serial #:

Located at:

Termination date of Demonstration License: