

APPENDIX E TO DIR CONTRACT NO. DIR-TSO-3665

CDI TECHNICAL SERVICES AGREEMENT

This agreement is made as of the date of the last signature hereto (the "Effective Date") is by and between _____ located at _____

("Customer") and COMPU-DATA International, LLC located at 2203 Timberloch Place Suite 100 The Woodlands, TX 77380 ("CDI") (individually a "Party" and collectively, the "Parties") (the "Agreement"). DIR Contract No. DIR-TSO-3665 and this Agreement shall govern one or more separately statements of work executed by the Parties which describe the services to be performed pursuant to the terms of this agreement (the "Statement of Work"). In the event of any conflict between the terms of DIR Contract No. DIR-TSO-3665, any Statement of Work and this Agreement, the terms of the DIR Contract No. DIR-TSO-3665 shall prevail.

1.0 TERM.

This Agreement shall commence on the Effective Date and shall terminate automatically upon the expiration of a twelve-month period following such Effective Date, or upon completion or expiration of the last Statement of Work under this Agreement, whichever occurs first (the "Term"). This Agreement will have three (3) one (1) year renewal options exercised by Customer providing Vendor 30-day written notice prior to the then-expiration date.

2.0 TECHNICAL SERVICES.

2.1 CUSTOMER retains CDI to provide the Technical Services as set forth in the Statement of Work (the "Technical Services"). The Technical Services shall constitute the complete and exclusive definition of the services to be provided under this Agreement. The Technical Services shall be performed at the offices of CDI or such other sites as mutually agreed upon by the parties. In the event that the parties mutually agree upon performance of additional Technical Services, such additional services shall be described in a separate Statement of Work.

2.2 In performing the Technical Services, CDI shall use commercially reasonable efforts, and shall devote commercially reasonable amounts of its time, personnel and resources, to achieve the objectives set forth in the Statement of Work. Each Party shall appoint a Contact Person who shall be identified in the Statement of Work to represent that Party during the term of the Statement of Work. A Party's Contact Person may be changed at any time upon notice to the other Party.

2.3 CDI is an independent contractor and not a partner, representative or agent of the CUSTOMER. Accordingly,

CDI shall have the sole control of the manner and means of performing its obligations hereunder. Neither Party shall have any right, power, or authority to create any contract or obligation on behalf of, or binding upon the other Party without the prior written consent of the other Party.

2.4 This Agreement governs the Technical Services specified herein only. It is understood and agreed by both parties that any licensing of any software product and maintenance of such software product shall be governed by a separate agreement entered into between CUSTOMER and CDI which shall be wholly independent of this Agreement.

3.0 RESOURCES.

3.1 CUSTOMER shall be responsible for providing CDI with any equipment, software and software licenses, technical information, designs, or documentation reasonably required by CDI to perform the Technical Services under this Agreement. With respect to fixed price Services, CDI shall not be responsible for and CUSTOMER agrees (at CUSTOMER's option) to pay and/or reimburse CDI for its additional time (at its standard hourly rates) costs and expenses resulting from, any delays or omissions in its performance of the Technical Services caused by the CUSTOMER's failure to provide such required items and/or otherwise meet its obligations as set forth in the applicable Statement of Work.

3.2 CUSTOMER shall ensure that competent personnel are available during normal working hours to provide information and other support to CDI while providing Technical Services under this Agreement.

3.3 If Technical Services are to be performed at CUSTOMER's location, CUSTOMER shall provide CDI with work space, local telephone, basic operation supplies, adequate storage space for work materials, access to CUSTOMER's computer system, software and related equipment necessary to perform the Technical Services.

4.0 PAYMENT.

4.1 The CUSTOMER shall pay to CDI the fees and expenses set forth in the applicable Statement of Work in accordance with the payment schedule set forth therein within thirty (30) days from receipt of invoice. CUSTOMER shall reimburse CDI for expenses, including travel and subsistence expenses in accordance with Appendix A, Section 8F, to DIR Contract No. DIR-TSO-3665, that are incurred by CDI in connection with performing the Technical Services or which are otherwise approved in advance by CUSTOMER.

5.0 WARRANTIES.

5.1 CDI warrants that the Technical Services shall be performed by competent, qualified personnel and/or contractors in a professional manner consistent with industry standards applicable to similar work.

5.2 Each Party warrants to the other Party that it has full power and authority to enter into and perform its obligations under this Agreement

5.3 CUSTOMER hereby grants a limited, royalty free license for the Term, and further warrants that it has the legal right, to authorize CDI to; (a) have access to, and (b) copy, enhance and modify to the extent necessary, any and all applicable intellectual property of CUSTOMER (or of any third party that is made available to CDI by Customer) to enable CDI to perform the Technical Services.

5.4 EXCEPT AS EXPRESSLY PROVIDED HEREIN, CDI SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, QUALITY, FITNESS, EFFORTS, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

6.0 TITLE.

6.1 CDI is not performing any Technical Services or otherwise delivering any work product pursuant to the Agreement or any Statement of Work pursuant to the Work Made for Hire Doctrine. Accordingly, CDI shall retain the exclusive right, title and interest to all intellectual property arising from, directly or indirectly, the performance of Technical Services or otherwise providing any deliverables pursuant to this Agreement and/or any Statement of Work, including any derivative rights now or hereafter created. Notwithstanding the foregoing, CDI hereby grants to CUSTOMER a limited, nonexclusive, worldwide, internal-use only license to the intellectual property delivered to CUSTOMER by CDI pursuant to this Agreement and associated Statements of Work. The scope of the intellectual property covered by such license shall be limited by, and not construed as any broader than, the express terms of the applicable Statement of Work.

6.2 Neither this Agreement, nor the provision of Technical Services under this Agreement in support of CUSTOMER's use of any CDI software licensed under a separate software license agreement shall be construed to broaden or otherwise effect CUSTOMER's rights arising under any such separate license agreement. CDI in its sole and absolute

discretion, may develop, use, market and license any work product resulting, directly or indirectly, from the Technical Services or otherwise from the Agreement or any Statement of Work, including but not limited to products that are similar or related to that which was developed by CDI for CUSTOMER.

6.3 CDI shall not be limited or restricted in any way with respect to the assignment and/or reassignment of its employees and/or contractors who have worked on the Technical Services and/or who otherwise have had access to documents delivered under this Agreement. CDI shall therefore be free to use the ideas, concepts, know-how and expressions and other residual knowledge embodied therein, provided however that such use does not involve the breach of any obligations hereunder concerning Confidential Information.

7.0 CONFIDENTIAL INFORMATION.

7.1 "Confidential Information" shall mean; such written information which is marked "Confidential", or such non-written information which is described as "Confidential" in a written notice delivered by the disclosing Party to the recipient within ten (10) days after the first disclosure of such information.

7.2 Confidential Information shall not include information which; (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is in the recipient's possession prior to its disclosure from the disclosing Party, or (c) is received by the recipient from a third party with no restrictions on disclosure, (d) is independently developed by recipient without breach of its obligations under this Section 7.0, or (e) is required to be disclosed by applicable law, rule, or legal process.

7.3 Each Party agrees that with respect to the Confidential Information of the other Party, during the term of this Agreement and thereafter, such Party shall at all times maintain the confidentiality of the Confidential Information, using the same degree of care that such Party uses to protect its own confidential information of a like nature; and shall not use, except in the performance of its obligations as set forth hereunder, or disclose to any third party any such Confidential

8.0 TERMINATION.

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

8.2 Subject to record retention laws and policies, upon termination of this Agreement under Section 8.1 or 9.0, each Party shall return to the other Party all Confidential

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Information of the other Party and any other information, data, software, documentation or equipment which the other Party has supplied to such Party, which may be in such Party's possession or control.

9.0 MEDIATION, GOVERNING LAW, and VENUE.

Dispute Resolution will be handled in accordance to Appendix A, Section 11A of DIR Contract No. DIR-TSO-3665. This Agreement shall be governed by the laws of the State of Texas without regard to the conflicts of law principles thereof. Disputes arising in connection with or relating to this Agreement shall be adjudicated exclusively in the state courts of the State of Texas in Travis County, Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

10.0 LIMITATION OF LIABILITY.

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

11.0 NON-HIRE.

Each Party agrees not to actively solicit and hire any employees or contractors of the other Party who have directly or indirectly been involved in the Technical Services under this Agreement without the prior written consent of such Party. Each Party's obligations under this Section 11.0 shall continue for a period of one year after termination of this Agreement without regard to conflict of law principles. Publicly advertised employment is not subject to this provision.

12.0 ASSIGNMENT.

Assignment will be handled in accordance to Appendix A, Section 4D of DIR Contract No. DIR-TSO-3665.

13.0 AMENDMENTS; WAIVERS.

Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by an authorized representative of CDI and CUSTOMER. If CUSTOMER issues a Purchase Order or other document regarding the Technical Services provided under this Agreement, such instrument will be deemed for internal

use-only, and any provisions contained therein shall have no effect whatsoever upon this Agreement.

14.0 NOTICES.

Notices will be handled in accordance to Appendix A, Section 12 of DIR Contract No. DIR-TSO-3665.

15.0 U. S. EXPORT RESTRICTIONS.

CUSTOMER acknowledges and agrees that the software programs of CDI and related technical information to be provided to CUSTOMER for performance of the Services are subject to export controls under the U.S. Export Administration regulations. CUSTOMER will (i) comply strictly with all legal requirements established under these controls, (ii) cooperate fully with CDI in any official or unofficial audit or inspection that relates to these controls and (iii) not export, re-export, divert or transfer, directly or indirectly, any such item or direct products thereof to Cuba, Iran, Iraq, Libya, North Korea or any country that is currently embargoed by Executive Order, unless CUSTOMER has obtained the prior written authorization of the U.S. Commerce Department.

16.0 SEVERABILITY.

Should any provision of DIR Contract No. DIR-TSO-3665 or this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of either shall not be affected or impaired thereby.

17.0 SECTION HEADINGS.

Section headings have been included in this Agreement merely for convenience or reference. They are not to be considered part of, or to be used in interpreting, this Agreement.

18.0 ENTIRE AGREEMENT.

DIR Contract No. DIR-TSO-3665 and this Agreement and associated Statements of Work constitute the complete and entire statement of all conditions and representations of the agreement between CDI and CUSTOMER with respect to its subject matter and supersedes all prior writings or understandings.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

COMPU-DATA International, LLC

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER: _____

By: _____

Name: _____

Title: _____

Date: _____