

APPENDIX E TO DIR CONTRACT NO. DIR-SDD-1656
LICENSE TERMS

A. General License Grant. EMC grants to DIR Customer a nonexclusive and nontransferable (except as otherwise permitted herein) license (with no right to sublicense) to use (i) the Software for DIR Customer's internal business purposes; and (ii) the Documentation related to Software for the purpose of supporting DIR Customer's use of the Software. Licenses granted to DIR Customer shall, unless otherwise indicated on the EMC quote, be perpetual and commence on Delivery of the physical media or the date DIR Customer is notified of electronic availability, as applicable.

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C. License Restrictions. All Software licenses granted herein are for use of object code only. DIR Customer is permitted to copy the Software as necessary to install and run it in accordance with the license, but otherwise for back-up purposes only. DIR Customer may copy Documentation insofar as reasonably necessary in connection with DIR Customer's authorized internal use of the Software. DIR Customer shall not, without EMC's prior written consent (i) use Software in a service bureau, application service provider or similar capacity; or (ii) to the extent allowable by the Texas Public Information Act, disclose to any third party the results of any comparative or competitive analyses, benchmark testing or analyses of EMC Products performed by or on behalf of DIR Customer; (iii) make available Software in any form to anyone other than DIR Customer's employees or contractors; or (iv) transfer Software to an Affiliate or a third party.

D. Software Releases. Software Releases shall be subject to the license terms applicable to Software.

E. Audit Rights. EMC shall have the right to audit Customer's usage of Software to confirm compliance with the agreed terms. Such audit is subject to reasonable advance notice by EMC and shall not unreasonably interfere with Customer's business activities. Customer will provide EMC with the support required to perform such audit and will, without prejudice to other rights of EMC, address any non-compliant situations identified by the audit by forthwith procuring additional licenses.

F. Termination. Termination rights are outlined in DIR Contract No. DIR-SDD-1656.

G. Reserved Rights. All rights not expressly granted to Customer are reserved. In particular, no title to, or ownership of, the Software is transferred to Customer. Customer shall reproduce and include copyright and other proprietary notices on and in any copies of the Software. Unless expressly permitted by applicable mandatory law, Customer shall not modify, enhance, supplement, create derivative works from, reverse assemble, reverse engineer, decompile or otherwise reduce to human readable form the Software without EMC's prior written consent, nor shall Customer permit any third party to do the same.

H. Other License Terms. If a particular Product is provided with a "clickwrap" agreement included as part of the installation and/or download process, or a "shrinkwrap" agreement included in the packaging for the Product, the terms of such clickwrap or shrinkwrap agreement shall, in case of conflict with the terms of this DIR Contract No. DIR-SDD-1656, (i) prevail with regard to Products for which EMC is not the licensor; and (ii) not prevail with regard to Products for which EMC is the licensor.

I. Source Code. Except as set forth in this paragraph, EMC is not obliged to make any source code available to DIR Customer. If DIR Customer requires access to source code in order to achieve interoperability of an independently created computer program with the Software, DIR Customer shall provide EMC with written notice of its intention to do so and shall give EMC the opportunity to provide DIR Customer with the relevant information on reasonable terms before DIR Customer exercises its statutory rights, if any, in this respect.