

## **APPENDIX E TO DIR CONTRACT NO. DIR-SDD-2507 QUEST HOSTING AGREEMENT**

This Appendix E to DIR Contract No. DIR-SDD-2507 (Agreement) is made and entered into effective on the date of execution, by and between \_\_\_\_\_ (“CUSTOMER”) and Gottlieb & Wertz, Inc. (“G&W”), an Indiana corporation with its principal office at 12821 E. New Market St, Suite 308, Carmel, Indiana 46032;

WHEREAS, Crowe Horwath is an authorized reseller of Quest™ Case Management Systems software (“QUEST”) and G&W is the owner of a computer program and database design used therewith and the copyright thereof and is also the owner of trade secret and confidential information relating to QUEST including, inter alla, the compiled source code, the database design, screen displays, screen prints, and system documentation (“INFORMATION”);

WHEREAS, the CUSTOMER is desirous of obtaining access to the INFORMATION for use thereof in connection with automation projects within the CUSTOMER and for the benefit of the CUSTOMER;

NOW THEREFORE, in consideration of the premises and the promises exchanged herein, it is hereby agreed that:

1. **LAW.** The laws of the State of Texas shall govern the construction and interpretation of this Appendix E of DIR Contract No. DIR-SDD-2507. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.
2. **DELIVERY.** G&W will promptly make available to the CUSTOMER, via G&W’s server, said INFORMATION upon execution of this Hosting Agreement.
3. **PAYMENT.** Payment shall be made to Crowe Horwath in accordance with Appendix A, Section 7.C of DIR Contract No. DIR-SDD-2507 and in accordance Appendix C, Pricing Index, of DIR Contract No. DIR-SDD-2507. Customer may add additional concurrent sessions during the contract term in accordance with Appendix C, Pricing Index, of DIR Contract No. DIR-SDD-2507.
4. **GRANT OF LICENSE.** The CUSTOMER is granted a non-exclusive license to the INFORMATION for use on G&W’s computer server. The License Agreement permits the purchased number of sessions to concurrently access the INFORMATION.
5. **CONFIDENTIALITY.** To the extent allowed under the Texas Public Information Act, confidentiality shall be in accordance with Section 8 of DIR Contract No. DIR-SDD-2507. The CUSTOMER shall use the INFORMATION only for the purposes stated in paragraph 3 above, shall restrict disclosure of the INFORMATION to their employees with a need to know, shall advise such employees of the obligations assumed herein and shall not disclose such INFORMATION to any outside party without the prior written approval of G&W.

6. **COPYRIGHT AND INTELLECTUAL PROPERTY** shall be handled in accordance with Section 8 of DIR Contract No. DIR-SDD-2507. The INFORMATION, including all copyright rights therein, is owned by G&W and is protected by United States copyright laws and international treaty provisions. The CUSTOMER is granted the right to enhance and modify the INFORMATION.
7. **OTHER RESTRICTIONS.** The CUSTOMER may not reverse engineer, rent, lease, sub-license or transfer the INFORMATION. Additionally, the present non-exclusive license from G&W to the CUSTOMER is non-transferable.
8. **MAINTENANCE.** Maintenance and Support Services pricing shall be in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2507. Annual maintenance services are included in the per licensed concurrent session price and include hosting the application on G&W's computer server, telephone support, "bug" fixes, and software upgrades.
9. **WARRANTY. G&W MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. G&W IS NOT RESPONSIBLE FOR THE CONTENT OF THE INFORMATION OR ACCESS TO INFORMATION STORED EITHER WITHIN QUEST OR THE INDIANA STATE REPOSITORY.** In no event shall G&W have any obligation or liability for damages, whether direct, incidental, consequential or of any other nature whatsoever, even if G&W has been advised of the possibility of such damages.
10. In the event of a conflict in Terms between this Agreement and DIR Contract No. DIR-SDD-2507, the Terms of DIR Contract No. DIR-SDD-2507 will take precedence.

GOTTLIEB & WERTZ, INC.

CUSTOMER

\_\_\_\_\_ (authorized signature) \_\_\_\_\_

\_\_\_\_\_ (name printed) \_\_\_\_\_

\_\_\_\_\_ (title) \_\_\_\_\_

\_\_\_\_\_ (date) \_\_\_\_\_