

APPENDIX F TO DIR CONTRACT NO. DIR-SDD-2507
iJUSTICE SOFTWARE LICENSE AGREEMENT

This Appendix F to DIR Contract No. DIR-SDD-2507 is a Software License Agreement (“Agreement”) made by and between Integrated Software Specialists, Inc., an Illinois Corporation (“ISS”) and _____ (“Customer”), and sets forth the terms and conditions in accordance with DIR Contract No. DIR-SDD-2507 between Texas Department of Information Resources (DIR) and Crowe Horwath LLP under which ISS licenses to Customer use of the iJustice® Solution Software.

1. DEFINITIONS

1.1. “Acceptance Date” means the date three (3) business days following the Go Live date of the iJustice® Solution Software.

1.2. “Custom Software” means customized or modified versions of the iJustice® Solution Software (other than modified by an Enhancement Release or Major Release hereunder).

1.3. “Customer Materials” means all content provided by or on behalf of Customer for use in the performance of the Services, including without limitation all Customer trademarks, service marks, logos, typeface/fonts, images and text, including all Customer data stored in the iJustice® Solution Software.

1.4. “Documentation” means the explanatory and informational materials provided by ISS concerning the iJustice® Solution Software, in printed or electronic format, describing the iJustice® Solution Software or furnished with the iJustice® Solution Software, including without limitation, Entity Relationship Diagram(s), and any other documentation necessary for Customer to operate the iJustice® Solution Software in accordance with the Specifications for the iJustice® Solution Software and each component thereof.

1.5. “iJustice® Solution Software” means the (a) machine-readable object code version of ISS’ computer version of ISS’ computer software set forth in Schedule 1 hereto, (b) all corrections, modifications, enhancements, features and upgrades of every nature, (c) any Custom Software, (d) any Open Source Software, and (e) the applicable Documentation.

1.6. “Services” means the services to be provided by ISS hereunder in support of iJustice® Solution Software.

1.7. “Specifications” means the functional specifications for the iJustice® Solution Software, attached hereto as Schedule 1.

1.8. “System Configuration” means the System Environment Specifications (defined below) determined by ISS, plus any required third party software and/or equipment to be provided by Customer.

1.9. “System Environment Specifications” means the required environment for proper operation of the iJustice® Solution Software, as described in Schedule 1 and the Documentation.

1.10. “Use” means to host, load, use, install, execute, view, employ, utilize, store, display, or access the iJustice® Solution Software.

1.11. “User” means an individual who is associated with Customer or affiliate as a full or part time

employee, or subcontractor of Customer or affiliate employed by or providing Services, or a third party requiring access to the iJustice® Solution Software in order to conduct business with Customer who, in each case, is assigned and authorized by Customer or affiliate to Use the iJustice® Solution Software as permitted hereunder.

2. LICENSES AND RESTRICTIONS

2.1. Rights Granted.

(a) ISS grants to Customer a perpetual, fully-paid up worldwide, irrevocable, unrestricted, royalty-free license to use the iJustice® Solution Software for Customer's business purposes, and to use the Documentation to support Customer's use of the iJustice® Solution Software.

(b) This grant permits the Use of the iJustice® Solution Software by Customer when it is performing consulting, administrative and data processing Services for affiliated parties to the extent such parties require access to the iJustice® Solution Software, as well as the representatives of such parties ("Permitted Use"). Customer is further permitted to allow such parties to access the iJustice® Solution Software for Permitted Uses.

(c) Except as specifically set forth in DIR Contract No. DIR-SDD-2507 and herein and to the extent allowable under required retention laws and policies, ISS grants Customer the right to use the iJustice® Solution Software without limitation as to (i) the number of Users, servers, workstations, and/or personal computers (including, but not limited to, portable computers) upon which the iJustice® Solution Software may be operated from; and (ii) the location of such users, servers, processors, workstations, and/or personal computers.

(d) Use of any Updates provided by ISS are subject to all of the provisions of DIR Contract No. DIR-SDD-2507 and this Agreement.

(e) Customer may use the iJustice® Solution Software for its internal business purposes only, and will not, except as specifically permitted in this Section 2.1, sublicense, redistribute, or otherwise allow any party not under the commercial control of Customer including any third parties to use the iJustice® Solution Software, whether on a time sharing, remote job entry or service bureau arrangement.

(f) To the extent allowable under required retention laws and policies, Customer may create any number of copies of the iJustice® Solution Software for its own use.

2.2. Intellectual Property. Intellectual Property shall be handled in accordance with Section 8 of DIR Contract No. DIR-SDD-2507. Customer acknowledges and agrees that the iJustice® Solution Software, Custom Software, and all related source code, Documentation and any and all materials relating thereto, and any and all associated trademarks, service marks, copyrights, patent rights, trade secrets and other proprietary rights in or related to the iJustice® Solution Software or Custom Software without limitation, are proprietary to ISS and shall remain at all times the sole, exclusive property of ISS or its licensors, whether or not specifically recognized or perfected under applicable law. Customer agrees to take or cause to be taken reasonable precautions to comply with all copyright, trademark, trade secret, patent and other laws necessary to protect the iJustice® Solution Software and related marks, including any and all information contained therein, and agrees not to remove, conceal, or obliterate any copyright, credit line, date line or other proprietary notice included in the iJustice® Solution Software. ISS acknowledges and agrees that the Customer Materials and any and all materials relating thereto provided hereunder, are proprietary to Customer and shall remain at all times the sole, exclusive property of Customer.

2.3. All rights and licenses granted under or pursuant to this Agreement by ISS to Customer are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, or replacement provision therefore (the "Bankruptcy Code"), licenses to rights to "intellectual property" as defined in the Bankruptcy Code. The parties agree that, in the event of the commencement of bankruptcy proceedings by or against ISS under the Bankruptcy Code, Customer shall be entitled to retain all of its rights under DIR Contract No. DIR-SDD-2507 and this Agreement.

3. FEES

Customer's fees for Licenses shall be in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2507 and payable to Crowe Horwath LLP. Payment shall be made in accordance with Appendix A, Section 7.B and Section 7.C of DIR Contract No. DIR-SDD-2507.

4. MAINTENANCE SUPPORT SERVICES

4.1 ISS will provide Maintenance and Support Services for the iJustice® Solution Software pursuant to the terms and conditions of DIR Contract No. DIR-SDD-2507 and this Agreement.

4.2 The first year of annual maintenance and support will begin upon Acceptance. DIR Contract No. DIR-SDD-2507 is for an initial annual term and two (2) one (1) year renewal options which may be exercised by Vendor's issuance of thirty (30) days advanced written notice and Customer's concurrence prior to the then-effective expiration date (each a "Renewal Term").

4.3 Software Maintenance Plan: Software maintenance includes any consultation for questions as well as any program updates, changes and enhancements, bulletins, documentation, and information on techniques as may from time to time be made available. The software maintenance does not include hardware, operating system or database server setup or configuration.

5. WARRANTY AND LIMITATION OF WARRANTY

5.1. Representations, Warranties and Covenants.

(a) ISS represents and warrants that the iJustice® Solution Software will perform in substantial conformance with the Specifications and ISS will make corrections to errors and that it will perform the services ordered hereunder in a professional and workmanlike manner.

(b) Indemnification and Infringements shall be handled in accordance with Appendix A, Section 9.A of DIR Contract No. DIR-SDD-2507. ISS represents, warrants and covenants that it is the owner of the iJustice® Solution Software or an authorized licensee thereof with full right to license such iJustice® Solution Software to Customer as provided in this Agreement, and that neither such iJustice® Solution Software or any part thereof, nor Customer's Use thereof, infringes or misappropriates any copyright, patent, trade secret, mask work or other proprietary right of any third party.

(c) Open Source Software. As part of the iJustice® Solution Software, ISS may supply to Customer or incorporate certain open source software, including tools and technology as identified on Schedule 1 hereto ("Open Source Software"). ISS has disclosed to Customer and Customer has accepted ISS' use of Open Source Software in the development, delivery and ongoing operation of the iJustice® Solution Software. ISS represents, warrants and covenants that Customer's Use of the iJustice® Solution Software as provided hereunder will not violate the terms of the applicable Open Source

Software license.

(d) ISS represents, warrants and covenants that the iJustice® Solution Software will at all times perform substantially in accordance with the Specifications. In the event that the iJustice® Solution Software at any time does not perform in accordance with the Specifications or remain compatible with the System Configuration ISS shall, as part of Support services and at no cost to Customer, make such modifications, adjustments or additions necessary to make the iJustice® Solution Software conform to the Specifications and remain compatible with the System Configuration.

(e) ISS represents, warrants and covenants that upon initial delivery, the iJustice® Solution Software is free from computer viruses introduced into the iJustice® Solution Software as a result of the acts of ISS, its agents or employees and that the iJustice® Solution Software is free of software traps, time-bombs, technically limiting devices and/or viruses, worms, or code (including any disabling device or code whatsoever) which would interfere with the intended use of the iJustice® Solution Software in accordance with the Specifications or which destroy or alter Customer's data. ISS, its agents or employees shall not deactivate the iJustice® Solution Software fully, in part, or in any other manner. Further, ISS, its agents or employees shall not introduce or install at any time deactivation device(s) or similar program(s). In no event shall ISS, its agents or employees or anyone acting on its behalf, disable any other software or hardware used by Customer.

(f) In the event that during the term of this Agreement, ISS becomes aware of an event, occurrence, error, defect or malfunction in the iJustice® Solution Software that may adversely affect Customer, then ISS shall promptly provide Customer with written notice of the event, occurrence, error, defect or malfunction and the possible adverse effect, as well as a proposed remedy therefore.

5.2. DISCLAIMER OF WARRANTIES.

ISS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED only to the extent that they are in accordance with DIR Contract No. DIR-SDD-2507.

6. LIMITATION OF LIABILITY

Limitation of Liability shall be handled in accordance with Appendix A, Section 9.K of DIR Contract No. DIR-SDD-2507.

7. TERM AND TERMINATION

7.1. Term. The term shall be handled in accordance with DIR Contract No. DIR-SDD-2507. DIR Contract No. DIR-SDD-2507 is for an initial one year term and two (2) one (1) year renewal options which may be exercised by Vendor's issuance of thirty (30) days advanced written notice and Customer's concurrence prior to the then-effective expiration date (each a "Renewal Term"). The licenses granted hereunder shall remain in effect perpetually.

7.2. Termination will be handled in accordance with Appendix A, Section 10.B of DIR Contract No. DIR-SDD-2507.

7.3. Survival. Survival shall be handled in accordance with Appendix A, Section 4.E. of DIR Contract No. DIR-SDD-2507.

8. ASSIGNMENT shall be handled in accordance with Appendix A, Section 4.D of DIR Contract No. DIR-SDD-2507.

9. GENERAL PROVISIONS

9.1. Governing Law; Jurisdiction. This Agreement shall be constructed under, governed by and interpreted in accordance with the laws of the State of Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

9.2. This Agreement may not be changed or modified except to the extent the change or modification is handled in accordance with DIR Contract No. DIR-SDD-2507. Proposed modifications or amendments to this Agreement shall be enforceable only if they are in writing and are signed by authorized representatives of both parties. The headings in this Agreement are for purposes of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms of DIR Contract No. DIR-SDD-2507 or this Agreement.

9.3. Force Majure. Force Majure shall be handled in accordance with Appendix A, Section 10.C of DIR Contract No. DIR-SDD-2507.

9.4. Confidentiality.

Confidential Information shall be handled in accordance with DIR Contract No. DIR-SDD-2507 and this Agreement. To the extent allowed under the Texas Public Information Act, Each party may have access to confidential, proprietary or trade secret information owned or provided by the other party relating to software products, object code, source code, business plans, financial information, specifications, flow charts and other data, in addition to the terms and conditions of this Agreement ("Confidential Information"). All materials exchanged by the parties shall be presumed confidential unless otherwise expressly agreed or if a reasonable person would deem such information not confidential. Each party ("Recipient") which receives Confidential Information from the other party (the "Disclosing Party") agrees, with respect to such Confidential Information to: (a) use such Confidential Information only for purposes of fulfilling its obligations under this Agreement; (b) use the same methods and degree of care to prevent disclosure of such Confidential Information as it uses to prevent disclosure of its own proprietary and confidential information, but not less than a reasonable degree of care; (c) disclose Confidential Information to its employees, agents and contractors only on a need-to-know basis and not to disclose any Confidential Information to any other third party without the prior written consent of the Disclosing Party; and (d) return any Confidential Information in tangible form to the Disclosing Party upon request and to retain no copies, compilations or reproductions thereof.

A Recipient shall not be obligated to treat information as Confidential Information if such information: (i) was rightfully in the Recipient's possession or was rightfully known to Recipient, on a non-confidential basis, prior to receipt from the Disclosing Party; (ii) is or becomes public knowledge without the fault of the Recipient; (iii) is or becomes rightfully available to the Recipient without confidential restriction from a source not under the Disclosing Party's control or obligated to the Disclosing Party to keep such information confidential; (iv) is independently developed by the Recipient without use of the Confidential Information disclosed hereunder; provided, however, that the burden of proof of such independent development shall be on the Recipient; or (v) is disclosed pursuant to court or government action; provided, however, that the Recipient gives, unless prohibited from so doing, the Disclosing Party reasonable prior notice of disclosure pursuant to such court or government action. Each party will notify the other of any breach of this Section. Each of Customer and ISS agrees that any Confidential Information of a party that is in the possession of any representative shall remain the property of such party, and shall be returned immediately upon

demand by Disclosing Party or, if not earlier demanded, upon expiration or termination of DIR Contract No. DIR-SDD-2507 and this Agreement.

ISS shall store all Customer Confidential Information in a physically secure environment that protects it from unauthorized access, modification, theft, misuse and destruction. In addition to the general standards set forth above, ISS shall maintain an adequate level of physical security controls over its facility including appropriate alarm system, fire suppression, and access controls (including off-hour controls).

9.5. Notices. Notifications will be handled in accordance with Appendix A, Section 11 of DIR Contract No. DIR-SDD-2507.

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 shall take precedence.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Software License Agreement as of the Effective Date.

CUSTOMER

INTEGRATED SOFTWARE SPECIALISTS, INC.

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date

SCHEDULE 1
TO APPENDIX F OF DIR CONTRACT NO. DIR-SDD-2507

iJustice® Solution Software

The iJustice® Solution Software is defined as the iJustice® Enterprise Solution Suite, Version _____ The Version designates ISS' code level delivered to the Customer. The iJustice® Solution Software (Production Environment), defined for this Agreement, is as follows: