

Access Sciences Product Licensing Agreement

This Product Licensing Agreement (this "Agreement") is made effective on _____ (date) _____, by and between _____, having a place of business at _____, (hereinafter "**CUSTOMER**"), and Access Sciences Corporation, a Texas corporation, having a place of business at 1900 West Loop South, Suite 250, Houston, Texas 77027 (hereinafter "**LICENSOR**"). **CUSTOMER** and **LICENSOR** are sometimes referred to herein individually as a "**PARTY**" and collectively as the "**PARTIES**".

RECITALS

WHEREAS, **LICENSOR** is engaged in the business of designing and developing computer-related software, hardware systems, document products, training and other related products and has created and developed a Product called _____ ("Product") that is intended to enhance information management and governance for **CUSTOMER** and is described in greater detail in the attached **Exhibit 1A – Product Description**; and

WHEREAS, **CUSTOMER** desires to utilize such Product in conjunction with enhancing information management and governance using Product;

WHEREAS, **LICENSOR** and **CUSTOMER** believe it is in their mutual interest and desire to enter into an agreement whereby **CUSTOMER** would use **LICENSOR**'s Product pursuant to the terms and conditions of DIR Contract No. DIR-TSO-3401 and the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises and agreements set out herein, the Parties, intending to be legally bound, hereby agree as follows:

1. **LICENSE TO OPERATE.**

[Applicable when Product is not MODUS™ Breeze Reports only]

LICENSOR hereby grants to **CUSTOMER**, for the term of this Agreement, a limited, nonexclusive, royalty-free, non-assignable, right and license to operate the Product

(check one box below):

- on its local area network,
- on a **LICENSOR**-hosted network, or
- on another agreed location as described here _____,

in connection with enhancing information management and governance on the network or other location indicated above for up to _____ named users ("Licensed Users"), who are uniquely identified and named and agreed in **Exhibit 1B - Licensed Users**, or for **LICENSOR** to operate on behalf of **CUSTOMER** for up to _____ objects, as indicated and agreed in **Exhibit 1B - Licensed Users**

and **Exhibit 1C Pricing and Payment Schedule** (“License”).

[Applicable when Product is MODUS™ Breeze Reports only]

LICENSOR hereby grants to CUSTOMER a limited, non-exclusive, royalty-free, non-assignable right and license to use the records retention schedules and reports (“Records Reports” or “Product”) delivered by LICENSOR solely for CUSTOMER’s internal determination of CUSTOMER’s records retention schedule (“Intended Use”) (“License”).

2. **LICENSE RESTRICTIONS.**

Any and all rights not expressly granted to CUSTOMER as part of this Agreement are reserved in all respects by LICENSOR.

[Applicable when Product is not any version of MODUS™ Software]

CUSTOMER understands and agrees that CUSTOMER’s License to use the Product is solely for purposes of CUSTOMER internally using the Product for its Intended Use (as described in each Exhibit 1A – Product Description) in CUSTOMER’s operations. CUSTOMER’s License is not for and CUSTOMER shall not otherwise utilize the Product in any other manner or for any other purpose.

CUSTOMER understands and agrees that CUSTOMER’s License is expressly limited to CUSTOMER’s employees and contractors of LICENSOR utilizing the Product in the performance of his or her duties as an employee or contractor on behalf of CUSTOMER as uniquely identified and named in **Exhibit 1B - Licensed Users** and **Exhibit 1C Pricing and Payment Schedule**. CUSTOMER shall install and render any Software (that is part of the Product) operational only on the computer(s) with PC Serial Number(s) at the User Location(s) and accessed and utilized by the User Full Name(s) listed on **Exhibit 1B - Licensed Users**. In the event that CUSTOMER desires to provide Product access to more Licensed Users or to be used for additional objects, CUSTOMER shall notify LICENSOR of such, provide LICENSOR with the additional names to be added or the number of additional objects desired, and agree to pay the Additional Fees recited in **Exhibit 1C - Pricing and Payment Schedule** in accordance with Appendix C Pricing Index of DIR Contract No. DIR-TSO-3401.

Except as specifically granted in this Agreement, LICENSOR owns and retains all right, title, and interest in the Product, Software, Documentation, reports and any and all related materials. This Agreement does not transfer ownership rights of any description in the Product, Software, Documentation, reports or any related materials to CUSTOMER or any third party. CUSTOMER shall not modify, reverse engineer, or decompile the Product, Software or reports, or create derivative works based on the Product, Software or reports. Except as required under the Texas Public Information Act or other applicable law or order, CUSTOMER shall not publicly display or distribute the Product or any reports to any persons or entities other than CUSTOMER’s employees necessary for CUSTOMER to use the Product for its Intended Use, and CUSTOMER shall not publicly display or distribute the Software to any persons or entities other than User Full Name(s) listed on **Exhibit 1B - Licensed Users**. CUSTOMER may not sell or license or sublicense the Product, Software or reports to any person or make any other commercial use of the Product, Software or reports. CUSTOMER shall retain all copyright and trademark notices (including the watermarks and footers) on the Product, reports, Software and Documentation and shall take other necessary steps to protect LICENSOR’s intellectual property rights.

“Documentation” means all user manuals and other written material created by Licensor to describe

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3401

the functionality or assist in the use of the Software. A table of contents of the Documentation provided with the Software is set forth in **Exhibit 1A – Product Description**. Pursuant to this Agreement, Licensor shall not be obligated to provide any documentation, instructions or training materials besides the Documentation to facilitate Customer's installing via the cloud and use of the Software, unless Customer and Licensor have entered into other agreement whereby Licensor provides technical services related to the installation and use of the Software.

"Software" means the computer program or programs marketed and sold as described in **Exhibit 1A – Product Description**, in object code form only, which is more particularly described in the user manuals and other written materials created by LICENSOR to describe the functionality and use of the Software (the "Documentation"). Software includes the Documentation and any updates, bug fixes, upgrades, enhancements, or other modifications. It does not include any corrections or version of the Software that constitutes a separate product because of differences in function or features. Software also does not include (i) the source code used to create, modify, and maintain the Software; (ii) any derivative works or improvements of the Software, which CUSTOMER is strictly prohibited from developing.

[Applicable when Product is MODUS™ Cirrus Local only]

CUSTOMER understands and agrees that CUSTOMER's License to use the Modus Software is solely for purposes of CUSTOMER's building and producing records retention schedules and reports ("Records Reports") to be utilized solely internally in CUSTOMER's operations. CUSTOMER's License is not for and CUSTOMER shall not otherwise utilize the Modus Software in any other manner or for any other purpose.

CUSTOMER understands and agrees that CUSTOMER's License is expressly limited to CUSTOMER's employees and contractors of LICENSOR utilizing the Modus Software and produced Records Reports in the performance of his or her duties as an employee or contractor on behalf of CUSTOMER as uniquely identified and named in **Exhibit 1B - Licensed Users** and **Exhibit 1C Pricing and Payment Schedule**. CUSTOMER shall install and render the Modus Software operational only on the computer(s) with PC Serial Number(s) at the User Location(s) and accessed and utilized by the User Full Name(s) listed on **Exhibit 1B - Licensed Users**. In the event that CUSTOMER desires to provide Modus Software access to more Licensed Users or to be used for additional objects, CUSTOMER shall notify LICENSOR of such, provide LICENSOR with the additional names to be added or the number of additional objects desired, and agree to pay the Additional Fees recited in **Exhibit 1C - Pricing and Payment Schedule** and in accordance with Appendix C Pricing Index of DIR Contract No. DIR-TSO-3401.

Except as specifically granted in this Agreement, LICENSOR owns and retains all right, title, and interest in the Modus Software, Documentation, Records Reports and any and all related materials. This Agreement does not transfer ownership rights of any description in the Modus Software, Documentation, Records Reports or any related materials to CUSTOMER or any third party. CUSTOMER shall not modify, reverse engineer, or decompile the Modus Software or Records Reports, or create derivative works based on the Modus Software or Records Reports. Except as required under the Texas Public Information Act or other applicable law or order, CUSTOMER shall not publicly display or distribute the Modus Software to any persons or entities other than User Full Name(s) listed on **Exhibit 1B - Licensed Users**. Except as required under the Texas Public Information Act or other applicable law or order, CUSTOMER shall not publicly display or distribute the Records Reports to any persons or entities other than Customer's employees necessary for CUSTOMER to determine its records retention schedule. CUSTOMER shall not publicly display or distribute the Records Reports to any persons or entities other than CUSTOMER's employees

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3401

necessary for CUSTOMER to determine its records retention schedule. CUSTOMER may not sell or license or sublicense the Modus Software or Records Reports to any person or make any other commercial use of the Modus Software or Records Reports. CUSTOMER shall retain all copyright and trademark notices (including the watermarks and footers) on the Records Reports, Modus Software and Documentation and shall take other necessary steps to protect LICENSOR's intellectual property rights.

"Modus Software" means the computer program or programs marketed and sold as **MODUS Cirrus Local** and as further described in **Exhibit 1A – Product Description**, in object code form only, which is more particularly described in the user manuals and other written materials created by LICENSOR to describe the functionality and use of the Modus Software (the "Documentation"). Modus Software includes the Documentation and any updates, bug fixes, upgrades, enhancements, or other modifications. It does not include any corrections or version of the Modus Software that constitutes a separate product because of differences in function or features. Modus Software also does not include (i) the source code used to create, modify, and maintain the Software; (ii) any derivative works or improvements of the Software, which CUSTOMER is strictly prohibited from developing.

[Applicable when Product is MODUS™ Breeze Reports only]

Only LICENSOR shall utilize the Modus Software to build and produce the Records Reports, and at no time shall the Modus software be copied to, placed on or accessed from any CUSTOMER computer or server.

CUSTOMER understands and agrees that CUSTOMER's use of the Records Reports is solely for the Intended Use, and that CUSTOMER shall not otherwise utilize the Records Reports in any other manner or for any other purpose.

CUSTOMER understands and agrees that CUSTOMER's License is expressly limited to CUSTOMER's employees and contractors of LICENSOR utilizing the Records Reports in the performance of his or her duties as an employee or contractor on behalf of CUSTOMER.

Except as specifically granted in this Agreement, LICENSOR owns and retains all right, title, and interest in the Records Reports, and any and all related materials. This Agreement does not transfer ownership rights of any description in the Modus Software, Records Reports or any related materials to CUSTOMER or any third party. CUSTOMER shall not modify the Records Reports, or create derivative works based on the Records Reports. Except as required under the Texas Public Information Act or other applicable law or order, CUSTOMER shall not publicly display or distribute the Records Reports to any persons or entities other than CUSTOMER's employees necessary for CUSTOMER to determine its records retention schedule. CUSTOMER may not sell or license or sublicense the Records Reports to any person or make any other commercial use of the Records Reports. CUSTOMER shall retain all copyright and trademark notices (including the watermarks and footers) on the Records Reports, and shall take other necessary steps to protect LICENSOR's intellectual property rights.

"Modus Software" means the computer program or programs marketed and sold as **MODUS Breeze**.

3. **SINGLE LOCATION; NO COPIES.** These terms shall comply with the State of Texas DIR Contract

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3401

for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, and Chapter 2251 of the Texas Government Code.

To the extent that the following does not conflict with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, or Chapter 2251 of the Texas Government Code, then:

[Applicable when Product is not any version of MODUS™ Software]

Subject to record retention laws and policies, CUSTOMER is prohibited from making any copies, archival or otherwise, of the Product. No right or license is being conveyed to CUSTOMER to use the Product at any other location than the User Location(s) listed on **Exhibit 1B - Licensed Users**.

[Applicable when Product is MODUS™ Cirrus Local only]

Subject to record retention laws and policies, CUSTOMER is prohibited from making any copies, archival or otherwise, of the Modus Software or Records Reports. No right or license is being conveyed to CUSTOMER to use the Modus Software at any other location than the User Location(s) listed on **Exhibit 1B - Licensed Users**.

[Applicable when Product is MODUS™ Breeze Reports only]

Subject to record retention laws and policies, CUSTOMER is prohibited from making any copies, archival or otherwise, of the Records Reports.

4. **INVOICING AND PAYMENT**. These terms shall comply with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, and Chapter 2251 of the Texas Government Code.

To the extent that the following does not conflict with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, or Chapter 2251 of the Texas Government Code, then:

In consideration for LICENSOR's granting the License to CUSTOMER to use the Product, Customer shall pay Licensor such license and other fees identified in **Exhibit 1C - Pricing and Payment Schedule** and in accordance to Appendix C Pricing Index of DIR Contract No. DIR-TSO-3401. Payment will be made in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3401.

5. **TERM AND TERMINATION**. Termination will be handled in accordance to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3401.
6. **INTELLECTUAL PROPERTY AND OWNERSHIP**. Intellectual Property will be handled in accordance to Appendix A, Section 5 of DIR Contract No. DIR-TSO-3401.
7. **CONFIDENTIALITY**. Confidentiality will be handled in accordance to Appendix A, Section 10H of DIR Contract No. DIR-TSO-3401.

8. **INSTALLATION, TRAINING, AND ACCEPTANCE.** These terms shall comply with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, and Chapter 2251 of the Texas Government Code.

To the extent that the following does not conflict with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, or Chapter 2251 of the Texas Government Code, then:

LICENSOR shall install the Product on the server indicated above in accordance with the Delivery Schedule recited in **Exhibit 1D – Delivery Schedule** attached hereto. At the time of such installation, LICENSOR shall provide CUSTOMER with standard documentation for the Product.

If purchased by CUSTOMER, at the time of installation of the Product, LICENSOR shall train employees of CUSTOMER in the use of the Product, according to the terms outlined in **Exhibit 1C - Pricing and Payment Schedule**. If purchased by CUSTOMER, after installation of the Product, LICENSOR shall train employees of CUSTOMER in the use of the Product according to the terms outlined in **Exhibit 1C - Pricing and Payment Schedule**.

In the event that CUSTOMER fails to notify LICENSOR of any difficulties or problems with the Product within Acceptance Period of 10 days after installation thereof, CUSTOMER shall be deemed to have accepted the Product. Prior to acceptance of such Product, LICENSOR shall have the right to repair or replace the Product at its discretion. Upon acceptance of such Product, LICENSOR shall be under no obligation to repair or replace such Product except as provided for in the Warranty provision in this Agreement.

9. **WARRANTY AND LIMITATION.** These terms shall comply with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, and Chapter 2251 of the Texas Government Code.

To the extent that the following does not conflict with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, or Chapter 2251 of the Texas Government Code, then:

The Warranty and Limitation Policy as of Contract date is: LICENSOR warrants that the Product provided under this Agreement shall perform in accordance with the specifications thereof set forth in **Exhibit 1A – Product Description**. LICENSOR further represents and warrants that it has no actual knowledge that the Product infringes any valid rights of any third party. **THE WARRANTY PROVIDED FOR HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THAT MAY ARISE EITHER BY AGREEMENT BETWEEN THE PARTIES OR BY OPERATION OF LAW, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

In the event of a claim by CUSTOMER under this warranty, LICENSOR shall have the option to either repair or replace the Product. In the event that LICENSOR fails to repair or replace the Product within a reasonable period, CUSTOMER's sole recourse shall be to terminate the Agreement and LICENSOR's sole obligation shall be to return any CUSTOMER and Installation Fees paid by CUSTOMER. In no event shall LICENSOR be liable for any incidental, consequential, or punitive damages as a result of its performance or breach of this Agreement.

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3401

10. **INDEMNIFICATION AND LIABILITY LIMITATION**. Indemnification will be handled in accordance to Appendix A, Section 10A of DIR Contract No. DIR-TSO-3401. Limitation of Liability will be handled in accordance to Appendix A, Section 10K of DIR Contract No. DIR-TSO-3401.
11. **ASSIGNMENT**. Assignment will be handled in accordance to Appendix A, Section 4D of DIR Contract No. DIR-TSO-3401.
12. **FORCE MAJEURE**. Force Majeure will be handled in accordance to Appendix A, Section 11C of DIR Contract No. DIR-TSO-3401.
13. **NON-SOLICITATION**. Each Party acknowledges that the other Party has expended considerable effort, expense and resources developing its business, and that the other Party's customer base, employees, consultants, and line of business are unique assets of such Party. In consideration of the mutual promises and the other consideration being provided pursuant to this Agreement, the Parties agree that during the term of this Agreement, and for a period of twelve (12) months after termination of this Agreement, neither Party shall directly or indirectly solicit for employment, employ or engage as a consultant any person who (1) is or was employed or engaged as a consultant then or within the preceding one (1) year by the other Party, and (2) came in contact with such Party directly or indirectly in the performance of this Agreement.

The Parties further agree that the covenants contained in this Article are ancillary to an otherwise enforceable agreement, and that the scope of protection contained in this agreement is reasonable to protect the good will and legitimate business interests of each Party. If any of the provisions relating to the scope of protection in this Agreement are more extensive than is enforceable under applicable laws or are broader than necessary to protect the goodwill and legitimate business interests of the Parties, then they will reduce the degree and extent of such provisions by whatever minimal amount is necessary to make this agreement enforceable under applicable law. Such prohibition shall not apply to hiring as a result of general public solicitations of employment publicly advertised.

14. **NOTICES**. Notices will be handled in accordance to Appendix A, Section 12 of DIR Contract No. DIR-TSO-3401.
15. **TAXES**. Taxes will be handled in accordance to Appendix A, Section 8E of DIR Contract No. DIR-TSO-3401.
16. **AMENDMENTS**. These terms shall comply with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, and Chapter 2251 of the Texas Government Code.
17. **GOVERNING LAW**. Governing Law will be handled in accordance to Appendix A, Section 4F of DIR Contract No. DIR-TSO-3401. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.
18. **NON-WAIVER, DISPUTE RESOLUTION, JURISDICTION AND VENUE**. These terms shall comply with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, and Chapter 2251 of the Texas Government Code.

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3401

To the extent that the following does not conflict with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, or Chapter 2251 of the Texas Government Code, then:

- a) The parties shall comply with applicable dispute resolution procedures as promulgated under Chapter 2260 of the Texas Government Code.
- b) If any dispute arises out of or in connection with this Agreement or the termination thereof, or the relationship created by or described in this Agreement, the Parties agree to bring suit upon all such matters then in dispute only in the state courts located in Travis County, Texas.
- c) Nothing herein shall waive the sovereign immunity of the State of Texas or any sovereign or official immunity of the Customer or its officers or employees.
- b)

19. **INVALIDITY.** These terms shall comply with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, and Chapter 2251 of the Texas Government Code.

To the extent that the following does not conflict with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, or Chapter 2251 of the Texas Government Code, then:

In the event that any provision of DIR Contract No. DIR-TSO-3401 or this Agreement is found to be prohibited by law and invalid, or for any other reason such provision is held unenforceable, in whole or in part, such provision shall be ineffective only to the extent of such prohibition or unenforceability without invalidating any other provision of the Agreement, unless the absence of such ineffective provision adversely affects the obligation of LICENSOR to perform the Services.

20. **STATUS.** These terms shall comply with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, and Chapter 2251 of the Texas Government Code.

To the extent that the following does not conflict with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, or Chapter 2251 of the Texas Government Code, then:

The Parties will perform all services and duties hereunder as independent contractors. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant between the Parties.

21. **COMPLIANCE WITH LAWS.** These terms shall comply with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, and Chapter 2251 of the Texas Government Code.

To the extent that the following does not conflict with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, or Chapter 2251 of the Texas Government Code, then:

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3401

LICENSOR agrees to comply with all local, state or federal laws applicable to employment of LICENSOR's employees or pertaining to LICENSOR's performance of work contracted for hereunder. LICENSOR shall comply with all such laws; including, without limitation, laws requiring payment of taxes and contributions arising from such employment of LICENSOR employees and any laws protecting copyrights, trade secrets in accordance to Appendix A, Section 11C of DIR Contract No. DIR-TSO-3401. or patents of third parties.

22. **INSURANCE**. Insurance will be handled in accordance to Appendix A, Section 10N of DIR Contract No. DIR-TSO-3401.

23. **WORKSPACE AND EQUIPMENT**. These terms shall comply with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, and Chapter 2251 of the Texas Government Code.

To the extent that the following does not conflict with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, or Chapter 2251 of the Texas Government Code, then:

As needed and upon request by LICENSOR, CUSTOMER will provide adequate workspace for LICENSOR team members at those locations for the scheduled work period, including access to telephone, fax machine, and other requested information and data as requested. As appropriate per CUSTOMER safety protocol and at CUSTOMER's discretion, CUSTOMER will provide LICENSOR all required safety training, equipment and clothing.

24. **OUT OF SCOPE**. These terms shall comply with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, and Chapter 2251 of the Texas Government Code.

To the extent that the following does not conflict with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, or Chapter 2251 of the Texas Government Code, then:

Any modification requested by CUSTOMER in the Services described herein which results in a change in the period of performance of LICENSOR' obligations, or the nature of the work to be performed, or an increase in LICENSOR labor time and/or materials or other direct or indirect costs, shall be deemed to be "out of scope" work. If CUSTOMER requests LICENSOR to provide "out of scope" services, and LICENSOR agrees to provide said services, the Parties will enter into a Change Order under the Change Order Process or a new Statement of Work, as applicable. CUSTOMER and LICENSOR shall prepare and execute an addendum to this Agreement, including a Statement of Work or Change Order, which shall be subject to all of the terms and conditions contained in DIR Contract No. DIR-TSO-3401 and this Agreement with each incorporated herein by reference. LICENSOR will commence work on such "out of scope" work upon CUSTOMER'S execution of a Statement of Work or Change Order, as applicable, which shall include sufficient information about the additional work, the fees for and terms of such work, and invoice procedures.

25. **ARTICLE HEADINGS**. The articles headings of this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

26. **EXHIBITS**. The following documents are attached hereto as exhibits, the terms of which are incorporated by reference in their entirety: **Exhibit 1A – Product Description, Exhibit 1B – Licensed Users, and Exhibit 1C – Pricing and Payment.**

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3401

- 27. **PRECEDENCE.** These terms shall comply with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, and Chapter 2251 of the Texas Government Code. In the event conflict should arise DIR Contract No. DIR-TSO-3401 shall prevail.
- 28. **ENTIRE AGREEMENT.** These terms shall comply with the State of Texas DIR Contract for Products and Related Services, the State of Texas DIR Standard Terms and Conditions for Products and Related Services Contracts, and Chapter 2251 of the Texas Government Code.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Access Sciences Corporation
"LICENSOR"
1900 West Loop South, Suite 250
Houston, TX 77027

_____,
"CUSTOMER"
(Insert address information)

Authorized Representative Signature

Authorized Representative Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1A – PRODUCT DESCRIPTION

ATTACHED TO

PRODUCT LICENSING AGREEMENT

_____(DATED)

BETWEEN

_____(LICENSOR)

AND

_____(CUSTOMER)

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3401

PRODUCT DESCRIPTION

The Product described herein is called _____, and it is intended to do the following:

- _____
- _____
- _____ (“Intended Use”)

Any and all use for another purpose, creation of or dissemination of copies, creation of or dissemination of extensions is strictly forbidden.

ACCEPTED:

Access Sciences Corporation
“LICENSOR”
1900 West Loop South, Suite 250
Houston, TX 77027

_____,
“CUSTOMER”
(Insert address information)

Authorized Representative Signature

Name: _____

Title: _____

Date: _____

Authorized Representative Signature

Name: _____

Title: _____

Date: _____

EXHIBIT 1B – LICENSED USERS

ATTACHED TO

PRODUCT LICENSING AGREEMENT

_____ (DATED)

BETWEEN

_____ (LICENSOR)

AND

_____ (CUSTOMER)

LICENSED USERS

The Product described herein is licensed for use by the following named users. Any use whatsoever by others is strictly forbidden. All Licensed Users must be listed below.

User Full Name	User Location	PC Serial Number	License Number	Expires

Additional Licensed Users may be added upon:

- execution of additional Agreements and Exhibits which add Licensed Users,
- receipt by LICENSOR from CUSTOMER (or from authorized payor on behalf of CUSTOMER) of all fees, and
- agreement between LICENSOR and CUSTOMER on a delivery date.

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3401

ACCEPTED:

Access Sciences Corporation _____,
"LICENSOR" "CUSTOMER"
1900 West Loop South, Suite 250 (Insert address information)
Houston, TX 77027

Authorized Representative Signature

Name: _____

Title: _____

Date: _____

Authorized Representative Signature

Name: _____

Title: _____

Date: _____

EXHIBIT 1C – PRICING AND PAYMENT

TO

PRODUCT LICENSING AGREEMENT

_____ (DATE)

BETWEEN

_____ (LICENSOR)

AND

_____ (CUSTOMER)

All pricing and fees are governed by Appendix C Pricing Index of DIR Contract No. DIR-TSO-3401.

1. LICENSED USER FEES

Products with fees per licensed user have the following fee structure:

2. OBJECT (FILE) FEES

Products with fees per object have the following fee structure:

3. INSTALLATION FEE

For the installation of the Product by LICENSOR on CUSTOMER's network or hosted LICENSOR network , CUSTOMER agrees to pay LICENSOR an Installation Fee of \$_____

4. ADDITIONAL INSTALLATION FEE

For each additional Installation made by LICENSOR after the initial installation, CUSTOMER agrees to pay LICENSOR an Additional Installation Fee of \$_____

5. DELIVERY SCHEDULE

CUSTOMER agrees to deliver the Product within _____ days after:

- execution of the Product Licensing Agreement and all associated Exhibits,
 - receipt by LICENSOR from CUSTOMER (or from authorized payor on behalf of CUSTOMER) of all fees, and
 - agreement between LICENSOR and CUSTOMER on a delivery date.
- OR
- According to the terms outlined in the Texas DIR Standard Terms and Conditions for Product and Related Services Contracts, whichever is earlier.

6. FEE PAYMENT SCHEDULE

The User Fee and Installation Fee shall be payable as follows:

ACCEPTED:

Access Sciences Corporation
"LICENSOR"
1900 West Loop South, Suite 250
Houston, TX 77027

"CUSTOMER"
(Insert address information)

Authorized Representative Signature

Name: _____

Title: _____

Date: _____

Authorized Representative Signature

Name: _____

Title: _____

Date: _____