Periscope
HOLDINGS INC

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is entered into as of _____
between Periscope Holdings, Inc. ("Licensor"), a corporation formed under the laws of the State of Delaware, with
its principal place of business at 211 East 7th Street, Suite 1100, Austin, Texas 78701-2437 and
_____ ("Licensee").

WHEREAS, Licensee has evaluated the software products offered by Licensor and desires to obtain a nonexclusive
license to use the software products within its Agency, and

WHEREAS, Licensor desires to grant Licensee a perpetual, nonexclusive, and nontransferable license to permit
Licensee to use such software products within its Agency in exchange for a lump sum royalty fee,

NOW THEREFORE, in consideration of the mutual covenants contained herein, Licensor and Licensee agree as
follows:

1.   Definitions

1.1   Licensed Software Products. The term "Licensed Software Products" means the computer programs in
       object code and the related users manuals and other related documentation, whether they be in printed or
       electronic form, all described in Attachment A attached hereto and made a part of this Agreement by this
       reference.

1.2   Custom Enhancements. The term "Custom Enhancements" means any changes, additions, translations, or
       derivations to or of the Licensed Software Products which are offered by Licensor, at the request of the
       Licensee, as specified in a separate Contract or Agreement. Custom Enhancements become an integral part
       of the Licensed Software Products and are herein licensed to the Licensee pursuant to terms and conditions
       of DIR Contract No. DIR-TSO-3378 and this Agreement.

1.3   Agency. The term "Agency" shall mean the Licensee.

1.4   Named User.   "Named User" means a single employee of the Agency, or any consultant actively involved in
       a relevant engagement(s) who is has been provided a login identification.

1.5   Concurrent Users. "Concurrent Users" means Named Users logged onto and having access to the Licensed
       Software Products at any given point in time. The number of concurrent users is limited by number of
       licenses purchased for each level of functionality. Refer to Attachment A – Licensed Software Products for
       specific functions purchased by Agency.

1.6   Local Network System(s). The term "Local Network System(s)" means multiple, interactive user terminals
       connected to a single-processing or a multi-processing microcomputing unit, which are owned or leased by
       Licensee for the exclusive use of the Agency's employees or consultants, whereby the user of an interactive
       terminal does not have physical access to the physical storage medium containing a copy of any of the
       Licensed Software Products.

1.7   Freestanding Workstation(s).   The term "Free-Standing Workstation(s)" means a self-contained microcomputing unit which is owned or leased by Licensee for the exclusive use of the Agency's employees or consultants, and for which Licensee has provided a copy of any of the Licensed Software Products.

1.8   Web Server(s). The term "Web Server(s)" means any computer which is owned or leased by Licensee which is attached to or accessible from the Internet, and which Licensee uses to host any of the Licensed Software Products which contain one or more Web-Enabled Functions. Each Web Server has its own unique IP Address.

1.9   Web-Enabled Function(s). The term "Web-Enabled Function(s)" means any part of any of the Licensed Software Products which is accessible from the Internet.

2.   License

2.1   Subject to the terms of DIR Contract No. DIR-TSO-3378 and this Agreement, Licensor grants to Licensee, and Licensee accepts from Licensor, a perpetual, nonexclusive, and nontransferable, limited license to use and reproduce the Licensed Software Products for use only within the Agency, for use only by Named Users, and for use only on the Local Network Systems, Free-Standing Workstations, and Web Servers owned, leased, or operated by the Agency.

2.2   Any of the Licensed Software Products which are Web-Enabled Products, and which are installed and reside on any of the Agency's Web Server(s) are licensed for use only on that one single specific Web Server. Licensee is not authorized to move or transfer any such Web-Enabled Products from the licensed Web Server without the prior written consent of Licensor. All Web-Enabled Products are subject to the special covenants related to security and protection contained in Section 6.3 of this Agreement.

2.3   Upon Licensee's request, Licensor will supply to Licensee, fully-functional Tutorial/Demonstration copies of any of the Licensed Software Products (other than Web-Enabled Products) for the Agency to use for internal training purposes. The license granted by this Agreement authorizes Licensee to install and use the Tutorial/Demonstration copies of the Licensed Software Products on Freestanding Workstations for training purposes and to allow Named Users to remove the Tutorial/Demonstration copies of the Licensed Software Products from the Agency's physical premises and install the Tutorial/Demonstration copies of the Licensed Software Products on other personal computers solely to permit off-site training and internal support work on a remote basis. All the terms and conditions of DIR Contract No. DIR-TSO-3378 and this License Agreement, including, without limitation, all the protective covenants and restrictions relating to ownership, title, right, distribution, and confidentiality contained in Sections 4, 5, and 6 of this Agreement shall apply to any Tutorial/Demonstration copies of the Licensed Software Products whether they are used within the Agency's physical premises or offsite. Licensee agrees to exercise special caution to any Named User with access to any copy of any of the Licensed Software Products which will be removed from the Agency's physical premises or used offsite.

2.4   The Agency's use of the Licensed Software Products is expressly restricted and limited to the restrictive conditions and provisions of the foregoing two paragraphs. No other use of the Licensed Software Products is authorized by this Agreement.

3.   Copies of Licensed Software Product

3.1   Right to Copy; Notices. The license granted in Section 2 of this Agreement includes the right to copy the Licensed Software Products and the right to download and reproduce copies of the documentation manuals and other documentation from Licensor's website, provided all such copies are used only within the Agency, and are not distributed beyond the Agency, or otherwise made accessible by anyone other than Named Users. Furthermore, in order to protect Licensor's trade secrets and copyrights in the Licensed Product, Licensee agrees not to attempt in any way to obliterate or destroy the trade secret or copyright notices or

Licensor's name or address which are incorporated into and made a part of the Licensed Software Products. Licensee agrees to reproduce fully the trade secret or copyright notice and the Licensor's name and address in all copies of the Licensed Software Products. Violation of any provision in this Subsection shall constitute Licensee's material breach of this License Agreement.

3.2 <u>Bears Cost</u>. Licensee alone shall bear the cost of reproducing and distributing the Licensed Software Products in accordance with the terms of DIR Contract No. DIR-TSO-3378 and this Section. Licensor shall have no obligation to expend any funds whatsoever in connection with such copying and distributing.

4.   Ownership of Licensed Software Product

4.1   Licensor represents that it is, and on the date of delivery of Licensed Software Products will be, the sole owner and copyright holder of the Licensed Software Products, that it has, and on the date of the delivery of the Licensed Software Products will have, the full right and authority to grant this license and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Licensor is a party.

5.   Title to and Rights in Licensed Software Product

5.1   <u>Proprietary Rights</u>. The Licensed Software Products and updates of the Licensed Software Products are proprietary to Licensor, and title to them remains with the Licensor. All applicable common law and statutory rights in the Licensed Software Products and updates of the Licensed Software Products, including, but not limited to, rights in confidential and trade secret material, source code, object code, trademarks, service marks, patents, and copyrights, shall be and will remain the property of Licensor. Licensee shall have no right, title, or interest in such proprietary rights.

5.2   <u>Restrictions</u>. Licensee is prohibited from distributing, transferring possession of, or otherwise making available copies of the Licensed Product to any person other than Named Users under the terms of this Agreement, and from reproducing and installing the Licensed Software Products for use on any computer not meeting the definition of the Agency's Local Network System(s) or Freestanding Workstation(s). Licensee shall advise all Named Users that they are prohibited from reproducing, distributing, transferring possession of, or otherwise making available copies of the Licensed Software Products and from installing copies of the Licensed Software Products on any computer not meeting the definition of the Agency's Local Network System(s) or Freestanding Workstation(s). Licensee and its Named Users are prohibited from making any modifications, adaptations, enhancements, changes, or derivative works of the Licensed Software Products, and Licensee shall advise all Named Users that they are prohibited from making any modifications, adaptations, enhancements, changes, or derivative works of the Licensed Software Products. Notwithstanding the foregoing sentence, Licensee is authorized to create ad-hoc reports from the databases managed by the Licensed Software Products, and neither such ad-hoc reports or the programs that produce them shall be considered violations of this Section. Violation of any provision of this Section shall constitute Licensee's material breach of this License Agreement.

6.   Confidentiality

6.1   <u>No Decompilation or Disassembly</u>. Licensor represents and Licensee hereby acknowledges that the computer programs constituting the Licensed Software Products and updates of the Licensed Software Products which are embodied on magnetic or optical storage media contain confidential and trade secret material. With the exception of Web-Enabled Products (addressed separately in Section 6.3) the programs are not readily susceptible to reverse compilation or reverse assembly. Licensee and its Named Users shall not attempt to decompile or disassemble the object code of the Licensed Software Products or updates. Licensee further agrees that it will use its best efforts to prevent de-compilation and disassembly of the object code of the Licensed Software Products and updates by Named Users by advising Named Users of the provisions of this Subsection and by immediately reporting to Licensor and halting any reverse compilation

or reverse assembly of the Licensed Software Products or updates by any Named User of which Licensee gains actual knowledge.

6.2   Other Restrictions. Subject to applicable legal obligations, Licensee agrees to maintain the confidentiality of the Licensed Software Products and to protect as a trade secret any portion of the Licensed Software Products which has not been publicly disclosed by preventing any unauthorized copying, use, distribution, installation, or transfer of possession of the Licensed Software Products as defined in Section 5.2 of this Agreement by either itself or Named Users. Licensee's obligations under this Subsection as they relate to the use of the Licensed Software Products by Named Users shall be to advise Named Users of the provisions in this Section and Section 5.2 and immediately report to Licensor and to halt unauthorized copying, use, distribution, installation, or transfer of possession of the Licensed Software Products by any Named User of which Licensee gains actual knowledge.

6.3   Physical Security.   Some Web-Enabled Software Products are not protected by compilation into machine-readable object code. If this Agreement, either now or at any time in the future, includes any of the web-enabled products as one of the Licensed Software Products, or if it includes any other Licensed Software Product which then includes one or more Web-Enabled Functions, Licensee shall insure adequate protection for the product or such other Licensed Software Product with Web- Enabled Functions, to insure that it is not copied or distributed beyond the Licensee's Web Server. Licensee's obligation under this Section shall include, without limitation, the necessary firewall protection to shield Licensed Product(s) which includes one or more Web-Enabled Functions from unauthorized access by anyone outside the Agency, and the necessary directory permissions and securities protections to insure that any Licensed Product which includes one or more Web-Enabled Functions is not copied or compromised by any Named User within the Agency.

7.   Technical Support and Annual Maintenance and Support

7.1   Licensor agrees to make available to Licensee an Annual Maintenance and Support Agreement which shall provide Licensee with continued access to support of a technical nature with respect to all aspects of the Licensed Software Products from the Licensor, and which shall provide Licensee with continued access to all updates to the Licensed Software Products published by Licensor.

8.   Increased User Count

8.1   Licensor agrees to allow Licensee to increase the number of licensed units referenced in Attachment A of the Software License Agreement at any time during the term this License remains in effect by paying the then-current amount, in accordance with Appendix C of DIR Contract No. DIR-TSO-3378, for subscribed units provided by Licensor.

9   **Escrow**

9.1   Upon request of Licensee, Licensor will escrow with a vendor selected by Licensee. Any applicable costs will be paid by Licensee.

10.   Limited Warranty and Disclaimer of Liability

10.1   Results Not Warranted. Licensor has no control over the conditions under which Licensee and Named Users use the Licensed Product and updates and does not and cannot warrant the results obtained by such use.

10.2   Limited Warranty. In addition to warranting that it has the right to grant the license contained in this Agreement, Licensor warrants that the magnetic or optical media on which the Licensed Software Products or any update is recorded, and any user manual supplied under the terms of this Agreement are free from defects in material and workmanship under normal use. Licensor further warrants that the Licensed

Software Products and any update of the Licensed Software Products will perform substantially in accordance with the specifications found in the user manual in effect as of the date of this Agreement or as updated by Licensor from time to time. The warranties contained in this Section are made for a period of ninety (90) days from the date on which the Licensed Software Products or updates are delivered to Licensee.

10.3 Limitations on Warranty. Licensor does not warrant that the functions contained in the Licensed Software Products or in any update will meet the requirements of Licensee or Named Users or that the operation of the Licensed Software Products or updates will be uninterrupted or error free. The warranty does not cover any copy of the Licensed Software Products or updates or any user manual which has been altered or changed in any way by Licensee or any Named User. Licensor is not responsible for problems caused by changes in or modifications to the operating characteristics of any computer hardware or operating system for which the Licensed Software Products or an update is procured, nor is Licensor responsible for problems which occur as a result of the use of the Licensed Product in conjunction with software or with hardware which is incompatible with the operating system for which the Licensed Software Products are being procured.

10.4 Exclusion of Implied Warranties. ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.

10.5 Exclusion of Any Other Warranties. The warranties contained in Subsection 10.2 of this Section are made in lieu of all other express warranties, whether oral or written. Only an authorized officer of Licensor may make modifications to this warranty or additional warranties binding on Licensor, and such modifications or additional warranties must be in writing. Accordingly, additional statements such as those made in advertising or presentations, whether oral or written, do not constitute warranties by Licensor and should not be relied upon as such.

11. Limitation of Remedies

11.1 Damages Limitation. LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPPENDIX A, SECTION 10K OF DIR CONTRACT NO. DIR-TSO-3378.

12. Relationship of the Parties

12.1 For purposes of this Agreement, Licensee is not an agent of Licensor, and Licensee has no express or implied authority to act on behalf of or make any representations whatsoever on behalf of Licensor. Licensor has no right to control any activities of Licensee outside the terms of this Agreement.

13. Default and Termination

13.1 Termination will be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3378.

13.2 Effect of Termination. Upon termination of this Agreement for any reason, the license granted under this Agreement to use the Licensed Software Products is immediately revoked. Subject to record retention laws and policies, within five (5) days after the termination of this Agreement for any reason, Licensee shall return to Licensor all copies of the Licensed Software Products, all updates, and all user manuals or other related documentation in Licensee's possession. In the alternative, upon request of Licensor, Licensee shall destroy all such copies of the Licensed Software Products, all updates, and all user manuals, and shall certify in writing that they have been destroyed. TERMINATION SHALL NOT RELIEVE THE LICENSEE AND NAMED USERS OF THEIR OBLIGATIONS REGARDING THE CONFIDENTIALITY OF THE LICENSED PRODUCT AND UPDATES.

13.3 <u>Payments Not Excused</u>**.** Without limiting any of the provisions contained in this Section, in the event of termination as a result of the Licensee's failure to comply with any of its obligations under this Agreement, Licensee shall continue to be obligated for any payments due as of the date of termination. Termination of the license shall be in addition to and not in lieu of any equitable remedies available to Licensor.

14.   Indemnity

14.1 Indemnification shall be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-TSO-3378.

15.   Term of License

15.1 This License granted by this Agreement is effective for twelve (12) months with three (3) one (1) year renewal options exercised by Customer providing Vendor thirty days written notice prior to the then-expiration date, unless terminated in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3378.

16.   General

16.1 <u>Purchase Order</u>. In the event of any conflict between the terms and conditions of DIR Contract No. DIR-TSO-3378, this Agreement and the terms and conditions of any purchase order or other contractual document, the terms and conditions of this DIR Contract No. DIR-TSO-3378 shall control relative to the subject matter hereof.

16.2 <u>Severability</u>. If any provision of DIR Contract No. DIR-TSO-3378 or this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

16.3 <u>Assignment</u>. Assignments shall be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-3378.

16.4 <u>Assumption by Successor to Licensor</u>. In the event of the acquisition of Licensor's business, software, or both by a third party, Licensor agrees to make such an acquisition subject to the assumption of the terms of this Agreement by the third party.

16.5 <u>Insolvency.</u>   In the event the Licensor's business becomes insolvent, the Licensor agrees to release the Licensee's versioned source code to the Licensee.

16.6 <u>Waiver</u>. The waiver or failure of Licensor or Licensee to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

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

Periscope Holdings, Inc.

By   _____

Title   _____

Date   _____

Customer

By   _____

Title   _____

Date _____