

TERMS AND CONDITIONS FOR LICENSE AND SERVICES



DIR CONTRACT NO. DIR-SDD-1601 AND THESE TERMS AND CONDITIONS FOR LICENSE AND SERVICES (THESE “**TERMS**”) ARE ENTERED INTO AS OF THE EFFECTIVE DATE INDICATED ABOVE (THE “**EFFECTIVE DATE**”) BETWEEN EASYASK LLC OR ONE OF ITS AFFILIATED COMPANIES, AS IDENTIFIED ON THE SIGNATURE PAGE OF THIS AGREEMENT (“**EASYASK**”, “**WE**”, “**US**”, OR “**OUR**”) AND THE ENTITY IDENTIFIED ON THE SIGNATURE PAGE BY NAME, CORPORATE DOMICILE AND PRINCIPAL ADDRESS (“**CUSTOMER**”, “**YOU**” OR “**YOUR**”). SOME WORDS IN THESE TERMS ARE CAPITALIZED WHEN GRAMMATICAL RULES WOULD NOT REQUIRE. THESE WORDS ARE DEFINED IN THE SECTION IN WHICH THEY FIRST APPEAR, AS INDICATED BY BOLD TYPE. THE CONTROLLING VERSION OF THESE TERMS IS THIS ENGLISH LANGUAGE VERSION REGARDLESS OF ANY TRANSLATION.

1. Ordering Our Software and Services. We develop, own and license proprietary information technology solutions that enable business users to streamline access and use of business intelligence information (“**BI Applications**”) as well as conduct e-commerce search, navigation, and merchandising (“**e-Commerce Applications**”; together with the BI Applications, the “**Applications**”). We offer licenses to the object code form of these Applications as well as their related technical and user documentation (the “**Documentation**”). We also provide support, maintenance and technical services related to the Applications (the “**Services**,” as further described in Article 3). We provide these Terms to prospective customers who request, either from Us or one of Our authorized resellers, non-binding proposals for the purchase of license rights and the receipt of Services (“**Quotes**”). Quotes may be modified or revoked at any time unless We indicate otherwise in their contents. Quotes are not final until signed by You and approved, accepted and counter-signed by Us, at which time they become binding orders (“**Orders**”). You do not need a separate or new set of terms and conditions to make additional purchases; these Terms will remain in effect for all Quotes You may request and Orders You may place at any time until they are superseded with an updated version, expire, or are otherwise terminated. Once signed, the Dir Contract, these Terms and each countersigned Order entered into under them form a separate contractual agreement between You and EasyAsk (each, an “**Agreement**”).

2. License Terms. The specific Application and Documentation You are licensing under each Agreement will be identified by name and version on the applicable Order and referred to collectively as the “**Software**”. That Order also may list the permitted number of user seats or servers, transaction volumes or other means by which We restrict and measure usage by Our authorized licensees (the “**License Metrics**”). The Software license rights We grant to You are indicated in the end user license agreement displayed prior to installation of or access to the Software or provided with its packaging (each, a “**License**”).

3. Services.

3.1 Ordering: Policies and Statements of Work. We provide through Our employees and approved subcontractors, Services for maintenance, upgrade, modification, and user and technical support of the Applications (the “**Support Services**”). We also provide technical services for installation, implementation and integration of, and general technical assistance for, the Applications (the “**Technical Services**”). Support Services may be ordered for each Application on the same Order used to purchase its License. Once purchased, Our Maintenance & Support Services Policy will be attached to the Order and will govern Our performance of those Services and, once ordered, is part of the Agreement. Training Services and Technical Services may similarly be ordered but in some cases will require a more comprehensive description than that in the Order, including project estimates, design documents and the like. If so required, You and EasyAsk will enter into a mutually agreed statement of work and attach it to the applicable Order (each, a “**Statement of Work**”).

3.2 Terms Applicable to all Services. We need Your reasonable cooperation to properly perform the Services, including reasonable access to Your information, personnel or systems. Unless a Statement of Work has different acceptance terms, the Services and all resulting deliverables will be deemed accepted by You upon payment or 10 days after their delivery or performance, whichever occurs first. You will not withhold, condition or delay acceptance after that time. Changes to the number of Our personnel resources provided or the duration of performance of Services under an existing Order (or Statement of Work) may require execution of a new Order or a change order, at Our discretion. Changes to the scope of an existing Statement of Work (including changes to any deliverables) requires that the

parties follow the formal change control procedures outlined in the applicable Statement of Work.

4. Our Ownership of the Software and Materials. As between You and EasyAsk, We retain all intellectual property rights (including patents, trademarks and copyrights), proprietary rights (including trade secrets) and moral rights (including rights of attribution and authorship) throughout the world in and to the Software and all of its derivative works and improvements (as each of those terms is defined and applied under Title 17 and Title 35 U.S.C., respectively), including, without limitation, all materials that result from Our performance of the Services. No right, title or interest is granted or otherwise transferred to You except for the License.

5. Fees, Taxes, Expenses & Payments. The fees for all Licenses (the “**License Fees**”), Services (“**Services Fees**”) and, if any, third party materials (the “**Third Party Fees**”; License Fees, Services Fees and Third Party Fees are referred to collectively as the “**Fees**”) are listed in the applicable Order. Pricing shall be in accordance with Appendix C of DIR Contract No. DIR-SDD-1601. As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Payment shall be in accordance with Section 7C of Appendix A, DIR Contract No. DIR-SDD-1601.

6. Term & Termination. The DIR Contract and these Terms become effective, and Your right to place Orders under them begins, on the Effective Date and continues until terminated or superseded as provided in this Article 6 (the “**Agreement Term**”). By signing below, You acknowledge that the Agreement Term is different from the License Term (as defined in the applicable Order) and that You may need to purchase renewal License rights prior to expiration of the Agreement Term. Termination shall be in accordance with Section 10B of Appendix A, DIR Contract No. DIR-SDD-1601.

7. Confidentiality. To the extent authorized by the Texas Public Information Act, all confidential, non-public information You receive from Us, including the Software, the contents of this Agreement and all Orders are to be held in strictest confidence and shall not be used or disclosed to any party except those of Your employees and individual independent contractors who are bound in writing to substantially similar obligations of confidentiality and have a need to know in order to allow You to exercise Your License rights. If You and EasyAsk have previously entered into a non-disclosure or other confidentiality agreement, the more restrictive terms shall govern both Your and Our conduct under this Agreement; provided that nothing in such agreement will affect Our ownership of the Software hereunder.

8. Warranties; Disclaimer. We represent and warrant that: (a) the Services will be performed in a good and workmanlike manner; and (b) the material functions of the Software You have licensed will perform substantially as described in their Documentation for 30 days following delivery. If You feel that the Application does not comply with the preceding warranty, You must provide us with written notice. We will be responsible only for those defects or other non-conformities then under warranty and which have been reported in a timely, written manner. Our liability under the warranty is limited to bringing the Software into compliance by repairing the defect or replacing the Software (but not Your data) with Our then-current version. Our warranty obligations do not apply to: (i) Your use of the Application in a manner or on materials from third parties that do not conform to Our specifications; (ii) any defect or non-conformity not reported in accordance with this Article; or (iii) Your use of an un-supported or superseded version of the Application. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES NOT SET



FORTH IN THIS ARTICLE 8 WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING WARRANTIES OR MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT). WE DO NOT WARRANT THAT THE APPLICATIONS MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR ARE ERROR FREE. WE SHALL HAVE NO LIABILITY FOR ANY ERRORS OR FAILURES RELATED TO CAUSES EXTERNAL TO THE APPLICATIONS, INCLUDING FAILURES OF THIRD PARTY MATERIALS, THIRD PARTY TELECOMMUNICATIONS OR DATA LINES,

9. Indemnity. Indemnification shall be in accordance with Section 9A2 of Appendix A, DIR Contract No. DIR-SDD-1601.

10. Limitation of Liability. Limitation of Liability shall be in accordance with Section 9K of Appendix A, DIR Contract No. DIR-SDD-1601.

11. Assignment. Assignment shall be in accordance with Section 4.D. of Appendix A of the DIR Contract No. DIR-SDD-1601.

Miscellaneous. Article and Section captions are used for convenience of reference only. These Terms may be signed in separate, identical counterparts deemed to be one instrument. The laws of the State of Texas shall govern the construction and interpretation of the Contract. Venue shall be in the state courts of Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity. References to days are references to calendar days unless otherwise specified. The words "shall", "will" and "must" are each intended to be obligatory and to require performance of the stated action, compliance with the stated condition, etc., while the word "may" is their antonym and is intended to be permissive, imparting a right, but not an obligation, to

perform the stated action. The word "including" is exemplary and non-exhaustive meaning "including, without limitation" or "but not limited to" unless otherwise specifically indicated. Force Majeure shall be in accordance with Section 10.C. of Appendix A of the Dir Contract No. Dir-SDD-1601.

12. Entire Agreement and Survival. DIR Contract No. DIR-SDD-1601 and the individual Agreements formed by these Terms, each Order and any applicable Statement of Work are the entire agreement between the parties with respect to the Software licensed and Services performed under them and supersede all previous or contemporaneous written and verbal agreements or proposals relating to the same subject matter, including any Quote, and cannot be modified except by written agreement referencing the Articles or Sections modified. Conflicts between these Terms and an Order with respect to amounts or timing of payments will be resolved in favor of the Order. Order of Precedence shall be in accordance with Section 1C of DIR Contract No. DIR-SDD-1601. All other conflicts will be resolved in favor of these Terms. Purchase orders or similar documents issued by You or Your agents are void and of no effect. If Your procurement processes require use of an internal purchase order neither it nor its terms shall supersede, replace or amend these Terms. Articles 4, 5, 7, 10 and those portions of Articles 6, 11, 0 and 12 which by their nature should survive, each shall survive termination or expiration of these Terms.

SIGNATURES OF THE PARTIES APPEAR BELOW

**SIGNATURE PAGE FOR EASYASK
TERMS AND CONDITIONS
FOR LICENSE AND SERVICES**

IN WITNESS WHEREOF, the parties to these Terms and Conditions for License and Services and DIR Contract No. DIR-SDD-1601 have caused them to be duly executed by their respective duly authorized representatives.

<p>EASYASK LLC</p> <p>_____</p> <p>AUTHORIZED SIGNATURE AND DATE SIGNED</p> <p>_____</p> <p>PRINTED NAME AND TITLE</p>	<p>CUSTOMER: _____</p> <p>_____</p> <p>AUTHORIZED SIGNATURE AND DATE SIGNED</p> <p>_____</p> <p>PRINTED NAME AND TITLE</p>
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CUSTOMER LEGAL NAME	
CUSTOMER PRINCIPAL BUSINESS ADDRESS	
CUSTOMER CONTACT INFORMATION FOR NOTICES	