

APPENDIX D
SOFTWARE LICENSE AGREEMENT
DIR-SDD-2439

THIS SOFTWARE LICENSE AGREEMENT ("Agreement"), effective from the date of invoice, by and between the business or governmental jurisdiction invoiced on the computer system initially installed ("Customer"), and Foray Technologies ("Licensor"), with offices at 3911 5th Ave, Ste 300, San Diego, CA 92103. The software package Foray ADAMS Server™, Foray ADAMS Concurrent User™, Foray ADAMS Digital Evidence Processing Concurrent User™, Foray ADAMS Digital Acquire™, Foray ADAMS Digital Workplace™, Foray ADAMS Digital Viewer™, Foray ADAMS Web™, Foray ADAMS Photoshop Filter Pack™, Foray ADAMS Chromatic FFT™, Foray ADAMS Image Calibration Utility™, Foray ADAMS AFIS Connect™, ("Software") is licensed by Licensor to Customer for use only on the terms set forth herein, and Customer shall not use such Software except in strict compliance herewith.

1. Definitions.
 - 1.1. "Computer" means a computer device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.
2. Grant of License. Subject to the terms and conditions of DIR-SDD-2439 and this Agreement, Licensor grants to Customer a non-transferable, non-exclusive license to use the Software:
 - 2.1. General Use. You may install and use one copy of the Software on one of your compatible Computers; or
 - 2.2. Server Use. You may install one copy of the Software on a Computer file server(s) within your Internal Network only for use of the Software initiated by an individual through commands, data or instructions (e.g., scripts) from a Computer within the same Internal Network. The total number of Computers permitted to use the Software on such Computer file server(s) may not exceed the number of individual licensed copies of the Software. No other network use is permitted, including, but not limited to use of the Software, either directly or through commands, data or instructions, (i) from or to a Computer not part of your Internal Network, (ii) for enabling Internet or web hosted services, (iii) by any user not licensed to use the Software under a valid license from Licensor, (iv) as a component of a system, workflow or service accessible by more than the number of individual licensed copies of the Software, or (v) for operations not initiated by an individual user (e.g., high-volume automated server processing of digital assets).
3. Other Restrictions. Customer shall not (i) sell, lease or transfer the Software, (ii) use the Software to provide services under any other name than that of Customer; (iii) use the Software to process the data of third parties without Licensor's prior written consent; (iv) modify, adopt or change the Software; or (v) reverse engineer, decompile, disassemble, translate or create derivative works of the Software. Customer agrees that the number of installations of the Software shall not exceed the number of licenses purchased by and issued to Customer. Additional licenses for additional installations may be purchased by Customer at Licensor's then current rates in accordance to Appendix C of DIR Contract DIR-SDD-2439.
4. Copyright and Copies. The Software is owned by Licensor or its suppliers and is protected by the United States copyright laws and international treaty provisions. The Software and hardware

associated therewith are valuable property of the Licensor and its suppliers and Customer shall not make or have made, or permit to be made, any copies or duplications of the Software, documentation, hardware configuration, or any portions thereof, except that Customer may retain one (1) copy of the Software solely for backup or archival purposes, provided Customer also reproduces all copyright and other proprietary notices that are on the original copy of the Software. Customer may also transfer each licensed copy of the Software to a single hard disk provided Customer maintains the original copy solely as the backup or archival copy.

5. Termination of License. Termination Terms are detailed in DIR Contract No. DIR-SDD-2439, Section 10.B. Termination.
6. Confidentiality. To the extent allowable by the Texas Public Information Act, Customer agrees that neither the Customer, its agents nor its employees shall in any manner use, make available, make known, divulge or communicate any information with respect to the Software which might enable copying all or any portion of the Software or the development of a similar computer program or system. Customer agrees to take all appropriate action to protect the confidential and proprietary information included in the Software, including appropriate instruction and agreement with its employees, and further agrees to indemnify Licensor from any loss, claim or damage from failure to comply with or satisfy its obligations hereunder. Title to and all proprietary rights in the Software, including all modifications, documentation and related written and electronic materials, shall remain vested exclusively in Licensor.
7. Limited Warranty. Licensor warrants that it has clear title to the Software. Licensor further warrants that for a period of twelve (12) months after installation, the Software, if used by Customer in accordance with applicable documentation and not modified by Customer in any way, will substantially perform the functions outlined in the user documentation. Customer's sole remedy under the preceding limited warranty is that Licensor will undertake to correct within a reasonable period of time any reported "Software Error" (failure of the Software to perform substantially the functions described in the documentation), correct errors in the documentation, and replace any magnetic media which proves defective in materials or workmanship on an exchange basis without charge. In order to make a claim under this limited warranty, Customer must return the defective item to the Licensor, postage prepaid, within ten (10) days following the expiration of the limited warranty period. If Licensor is unable to replace the defective media or if Licensor is unable to provide corrected software or corrected documentation within a reasonable time, Licensor will, at its sole and exclusive option, either replace the Software with a functionally equivalent program at no charge to Customer or refund the license fee of the Software. The aforementioned remedy is the Customer's sole remedy for any breach of warranty by Licensor.

THE ABOVE LIMITED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, AND LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, NO WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SOFTWARE, NOR ANY WARRANTIES WITH REGARD TO VALUE ADDED ENHANCEMENTS, INTEGRATIONS OR MODIFICATIONS ADDED TO OR COUPLED WITH THE PRODUCT BY OTHERS, OR WITH REGARD TO OTHER SERVICES OR TECHNICAL SUPPORT TO BE PROVIDED BY OTHERS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR, ITS EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS SHALL INCREASE THE SCOPE OF THE ABOVE LIMITED WARRANTIES OR CREATE ANY NEW WARRANTIES. IN THE EVENT THE EXCLUSION OF IMPLIED WARRANTIES ARE PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY OF THE SOFTWARE.

8. Government Customer. If Customer is acquiring the Software on behalf of any unit or agency of the United States Government, the following provisions apply:

8.1. The government acknowledges Licensor's representation that the Software and its documentation were developed at private expense and no part of them is in the public domain.

8.2. The government acknowledges Licensor's representation that the Software is "Restricted Computer Software" as that term is defined in clause 52.227-19 of the Federal Acquisition Regulations (FAR) and is "Commercial Computer Software" as that term is defined in Subpart 227.471 of the Department of Defense Federal Acquisition Regulation Supplement (DFARS).

8.3. The government agrees that:

8.3.1. If the Software is supplied to the Department of Defense, the Software is classified as "Commercial Computer Software" and the government is acquiring only "Restricted Rights" in the Software and its documentation as that term is defined in Clause 252.227-7013(c)(1) of the DFARS, and

8.3.2. If the Software supplied to any unit or agency of the United States government other than the Department of Defense, the government's rights in the Software and its documentation will be as defined in Clause 52.227-19(c)(2) of the FAR.

Any change, supplement or addition of any of the foregoing referenced regulations shall be incorporated into the foregoing by this reference.

9. RESTRICTED RIGHTS LEGEND. The use, duplication, or disclosure by the government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013. 3911 5th Ave, Ste 300, San Diego, CA 92103.

10. General Provisions.

10.1. Assignability. Assignment Terms are detailed in DIR Contract No. DIR-SDD-2439, Section 4.D. Assignment.

10.2. Limitation of Liability. Limitation of Liability Terms are detailed in DIR Contract No. DIR-SDD-2439, Section 9.K. Limitation of Liability.

10.3. Entire Agreement. Each party acknowledges that DIR Contract No. DIR-SDD-2439 and this Agreement are the complete and exclusive agreement of the parties and supersedes all other communications, oral or written, between the parties relating to the Agreement's subject matter. Any change to this Agreement shall not be valid unless it is in writing signed by both parties. In the event of a conflict of terms, the terms of DIR Contract No. DIR-SDD-2439 will have precedence. This Agreement will inure to the benefit of Licensor and its successors and assigns.

10.4. Governing Law. The laws of the State of Texas shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

- 10.5. Termination Terms are detailed in DIR Contract No. DIR-SDD-2439, Section 10.B. Termination.
- 10.6. Waiver. Except as otherwise provided herein, neither the failure nor any delay to exercise a right, remedy or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of a right, remedy or privilege preclude any further exercise of the same.
- 10.7. Severability. A determination that any provision of this Agreement is invalid, illegal or unenforceable shall not affect the enforceability of any other provision.
- 10.8. Notices. All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been received when personally delivered or when deposited in the United State mail, first class postage prepaid, addressed as set forth on page one of this Agreement.
- 10.9. Forms, Reports and Interfaces. Licensor shall receive a copy of all forms, custom reports and interfaces developed by Customer for or to be used with the Software and shall have the unrestricted right to use, copy and incorporate in its Software the format of such forms, custom reports and interfaces.
- 10.10. Authority. The Customer has full power and authority to enter into and perform this Agreement, and the persons accepting this Agreement on behalf of the Customer has been properly authorized and empowered to enter into this Agreement on behalf of the Customer. THE CUSTOMER AND THEIR AUTHORIZED REPRESENTATIVE EACH FURTHER ACKNOWLEDGE THAT THEY HAVE READ DIR Contract No. DIR-SDD-2439 and THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT.