

LICENSE AGREEMENT



Please complete, initial pages, sign and Mail or Email this agreement to:

Texas Computer Graphics, Inc.
Texas Registration Number F-11121
Webware Licensing Department
P.O. Box 383
Nederland, TX 77627
sales@tcgad.com

Licensee (Company Name): _____

Individual to Contact: _____

Street Address: _____

City: _____ State: _____

Zip/Postal Code: _____ Country: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address (Required): _____

License Agreement Amount: \$_____ per (person) (project) (site)

License Term: (monthly) (quarterly) (annually) Other: _____

Whereas Licensee desires to receive, and Texas Computer Graphics desires to grant to Licensee, a license to make certain Texas Computer Graphics Webware is available for use to Licensee's Authorized Users in accordance with the terms and conditions set forth below, the parties hereby agree as follows:

1. Definitions

1.1 "Authorized Users" means Licensee's employees and contractors.

1.2 "Effective Date" means the first day of the following month from the date on which Texas Computer Graphics executed this Agreement as set forth on the signature page.

1.3 "Webware" means Texas Computer Graphics's web distributive control menus identified by the trade name Web Menus.

2. License

Subject to the terms and conditions of this Agreement, Texas Computer Graphics grants to Licensee a nontransferable, nonexclusive limited right to execute the Webware for the express purpose of generating CAD drawings. This license is expressly conditioned upon Licensee's compliance with the following requirements:

- (a) Licensee may not modify or alter the Webware, or the Texas Computer Graphics End User Agreement that accompanies the Webware as provided by Texas Computer Graphics to Licensee upon registration. As a condition of the rights granted herein, each intentional use of the Webware must result in the Webware being accessed by the default internet browser found on the desktop of each authorized user from Texas Computer Graphics's designated website.
- (b) Any use of the Webware licensed pursuant to this Agreement by the Licensee and/or its Authorized Users will be subject to the terms and conditions of the Texas Computer Graphics End User License that accompanies the Webware. Licensee is responsible for ensuring that each authorized user is aware of and complies with the terms of the End User License.
- (c) Licensee agrees not to modify, reverse engineer, reverse compile, or otherwise disassemble the Webware. Licensee may not use, reproduce, sublicense, display, or distribute the Webware, in whole or in part, other than as expressly permitted under this Agreement. Licensee further agrees that it will not display or distribute any screen shots of the Webware without Texas Computer Graphics's written consent.
- (d) Texas Computer Graphics will maintain the Webware for the Licensee to insure the latest CAD Standards are always available to Licensee's employees and contractors.
- (e) Licensee acknowledges that the Webware is proprietary to Texas Computer Graphics and that Texas Computer Graphics retains all right, title, and interest in the Webware, including without limitation all copyrights, patents, trademarks and other proprietary rights. Except as expressly set forth herein, no other rights or licenses are granted or are to be implied.

3. Termination

- 3.1 This Agreement will continue until terminated pursuant to this section 3. Either party may terminate this Agreement at the end of the initial term by providing written notice to the other party 30 days prior to the expiration date.

4. Disclaimer of Warranties and Limitation of Liabilities.

- 4.1 The Webware is licensed to Licensee on an "AS IS" basis. TEXAS COMPUTER GRAPHICS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE WEBWARE LICENSED HEREUNDER, INCLUDING WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 4.2 IN NO EVENT SHALL TEXAS COMPUTER GRAPHICS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT, THE WEBWARE, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF TEXAS COMPUTER GRAPHICS HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE ACKNOWLEDGES THAT THIS ALLOCATION OF RISKS IS A PART OF THE BARGAIN OF THIS AGREEMENT. Texas Computer Graphics's total liability under this Agreement, however arising, shall not exceed five hundred dollars.

5. Indemnification

- 5.1 Texas Computer Graphics has no obligation to indemnify, defend or hold Licensee harmless from and against any claim that the Webware licensed hereunder infringes any third party patent, copyright, trademark or other intellectual property right. Licensee will promptly notify Texas Computer Graphics of any such claim.
- 5.2 To the extent permitted by applicable law, Licensee will indemnify, defend and hold Texas Computer Graphics harmless from any and all claims, damages, losses, liabilities, costs and expenses (including reasonable fees of attorneys and other professionals) arising out of or in connection with Licensee and its employees and contractors use of the Webware, unless the claim arises solely out of the Webware as originally provided by Texas Computer Graphics to Licensee. The foregoing exception will not apply to a claim arising out of the combination of the Webware with any other Webware or hardware. Texas Computer Graphics will promptly notify Licensee of any such claim and will provide reasonable cooperation and assistance in connection with such claims.

6. Notices

Any notice required under this Agreement will be deemed given: (i) when delivered personally; (ii) by facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (iv) via electronic mail; or (v) as otherwise expressly provided in this Agreement. All communications will be sent to the parties' physical or electronic addresses noted on the first page of this Agreement. Licensee shall inform Texas Computer Graphics in writing of any change in Licensee's physical or electronic address.

7. Assignment

This Agreement will be binding on the assigns, heirs and successors (whether through merger or otherwise) of the parties, except that it may not be assigned by Licensee by any means, including without limitation, by operation of law or merger. Any attempted assignment of this Agreement in violation of this section will be void.

8. Relationship of the Parties

Neither party may represent or bind the other party in any way and nothing stated in this Agreement will be construed as creating the relationships of joint venturers, partners, employer and employee, franchisor and franchisee, master and servant, or principal and agent.

9. Publicity

Licensee agrees that it will not make any press releases or public announcements referring to this Agreement without Texas Computer Graphics 's prior consent.

10. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Texas as applied to agreements entered into and to be performed entirely within Texas between Texas residents. Any litigation or other dispute resolution between the parties relating to this Agreement will take place in Jefferson County, Texas. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts within that County.

11. Complete Understanding

This Agreement constitutes the entire Agreement between the parties concerning the use and protection of the Webware licensed hereunder. Any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties.

Understood and agreed to by the duly authorized representatives of the parties:

LICENSEE:

TEXAS COMPUTER GRAPHICS:

By: _____
(signature)

By: _____
(signature)

Printed Name: _____

Printed Name: Jennifer A. Douga

Title: _____

Title: Webware Manager

Institution: _____

Date: _____

Date: _____
(Effective Date)