# DSI International
## Standard Software License Agreement

*THIS AGREEMENT is made and entered into on this _____day of _____ **2017**, and between DSI International, Inc. (hereinafter "DSI"), whose principal business address is 1574 N. Batavia Street, Orange, California, and* _____ *(hereinafter "Licensee"),* having, among others, a place of business at _____ .

*WHEREAS, Licensee desires to obtain a limited right to use the said Software Programs, internally and for the purpose of its internal use only;*

*NOW, THEREFORE, in consideration of the above-recited premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:*

### 1. DEFINITIONS

As used in this agreement the following words and phrases shall have the meanings herein below assigned to them.

(a) **"Software Program"** shall mean that computer software product preceded by an 'X' in the list below and described in DSI's published Software Product Descriptions, and shall include, without limitation, all documentation associated and furnished with such product:

__ *eXpress* **(__-User Floating Network)**
__ **RTAT (__-User Node-Lock)**
__ **DSI Workbench (__-User Node-Lock)**
__ **STAGE (__-User Node-Lock)**

(b) **"Use"** shall include copying, entering, Software Program, from storage units or media, into the Designated Equipment, and/or executing any portion of machine instructions and/or statements in such program, provided, however, waiver of any limitations which are imposed by other provisions of this Agreement.

(c) **"Designated Equipment"** shall be the central processing unit upon which the Software is installed.

(d) **"Error(s)"** shall mean and refer to the failure, during the term of this Agreement, of the Software Program to conform to DSI published specifications for such software; as such specifications are published on the Effective Date of this Agreement.

(e) **"The Effective Date of this Agreement"** shall mean and refer to date of this Agreement, as stated on the first page hereof.

### 2. TERM AND TERMINATION

(a) This Agreement, and the license herein granted, shall be valid for a **perpetual "Lifetime"** period. Commencing on the Effective Date of this Agreement, unless earlier terminated pursuant to the provisions of this Agreement.

(b) This Agreement, and the license herein granted, may be terminated immediately by either party, by written notice to the other party sent by first class mail or personally delivered at the address of the other party as herein stated, in the event Licensee becomes insolvent, makes an assignment for benefit of creditors, becomes subject to the protection of the United States Bankruptcy Laws, either voluntarily or involuntarily, ceases to conduct an ongoing business or commences liquidation, and/or if a receiver or trustee is appointed for all or any part of Licensee's assets. Either party may terminate this agreement by written sixty (60) day prior notice sent or delivered as prescribed above in the event of a default of any of the material terms of this Agreement, provided that such default has not been cured during such period.

(c) Termination of this Agreement shall not release Licensee from any liabilities and/or obligations under this Agreement, which liabilities and/or obligations have accrued and remain to be performed as of the date of such termination, and/or accrue thereafter.

(d) Upon termination of this Agreement for any reason Licensee shall destroy the licensed Software Program, including all modified, amended, and/or supplemental versions thereof, and all copies thereof, and all copies of documentation related thereto, including all translations thereof, with written confirmation to DSI.

### 3. LICENSE

(a) Subject to all provisions, terms, covenants, and conditions contained in this Agreement, DSI hereby grants to Licensee a non-exclusive, transferable license to use the Software Program in executable code format solely for Licensee's use on _____ as described above on the Designated Equipment. Said right does not extend to any other person, either individual or fictitious, or to any other organization, including parent company, subsidiary companies, holding companies, partnerships, or organizations with which Licensee has trading agreements of any type.

(b) The licensed Software Program shall be used by Licensee only on the Designated Equipment or in such other Designated Equipment as may be hereafter agreed upon by DSI, and Licensee warrants that it owns, leases, or operates and controls the Designated Equipment.

(c) Licensee shall not employ the Software Program into any service bureau application unless a separate Service Bureau Agreement is executed.

### 4. MAINTENANCE

DSI shall correct at no charge to Licensee, Software Program errors which may be discovered by Licensee during the first ninety (90) days of this agreement provided the Software Program has not been altered or modified in any way by Licensee.

### 5. ACCEPTANCE

The licensed Software Program shall be deemed to be accepted on delivery. In the event of any dispute over acceptability of the Software Program, the use of the Software Program by Licensee for any application shall be deemed to constitute acceptance.

### 6. CONSIDERATION

As consideration for the Software Program license herein granted, Licensee shall pay DSI the sum of **$** _____ U.S. dollars such invoiced amount will be made Net 30 days from receipt of a valid invoice, and such payment shall be a condition precedent to any rights herein conferred upon Licensee, and to any obligations herein imposed upon DSI.

### 7. RIGHT TO ASSIGN

Licensee may assign or otherwise transfer its rights under this Agreement upon the merger, reorganization or sale of all or substantially all of its assets or stock, or any of its business operations, to a third party upon written notice to DSI provided that the third party assumes all obligations under such agreements in writing. In the event Licensee out sources its data processing operations, the outsourcing service provider shall have the right to use the Software Program for the benefit of Licensee and any service bureau customers of Licensee provided the outsourcing service provider has assumed, in writing, Licensee's obligations under this Agreement.

### 8. INDEMNIFICATION

DSI shall defend and hold harmless and shall indemnify Licensee, its agents, employees and customers from and for any loss, damage or liability including attorney's fees and costs, based on a claim of infringement or misappropriation of any third party's intellectual property rights (including but not limited to patents, copyrights, trademarks and trade secrets) by the software articles furnished hereunder. Licensee shall notify DSI promptly of any such claim and, at Licensee's option and DSI's expense, shall provide to DSI reasonable and necessary information and assistance in support of DSI's indemnification obligation.

### 9. CONFIDENTIAL INFORMATION

(a) During the term of this Agreement, and for three (3) years thereafter in the event of termination, or five (5) years from the effective date of this Agreement, whichever is earliest, Licensee shall not engage in the business of developing or marketing any Computer Program which is based on or derived from any of the licensed Software Program and which directly competes with the licensed Software Program.

(b) Licensee acknowledges that DSI represents that a confidential relationship exists between Licensee and DSI and that certain information to be provided by DSI

pursuant to this Agreement is considered to be the intellectual property of DSI and constitutes trade secrets of DSI. The licensed object code, Software Program and any other written or oral information received by Licensee pursuant to this Agreement, which may be designated by DSI to be the property of DSI and/or a trade secret by a conspicuous legend applied thereto shall be and remain solely the property of DSI.

(c) In addition to the foregoing and not by way of any limitation thereof, Licensee promises and agrees to retain all proprietary and copyright legends in and/or on the licensed Software Program and other items received hereunder, and to insure, prior to disposal thereof, that any and all information and/or materials contained therein and/or thereon which are indicated to be proprietary, have been erased or otherwise destroyed.

(d) Further, in addition to the foregoing and not by way of any limitation thereof, Licensee promises and agrees that Licensee will not provide, disclose the contents of, or otherwise make or permit to be made available, in any form, any licensed Software Program and/or any support material and/or any techniques disclosed or learned in connection therewith, to any person or entity without prior written consent from DSI, except to Licensee's employees for purposes specifically related to Licensee's use of the licensed Software Program, and that Licensee will safeguard the licensed Software Program, and related information and materials in a like manner as it protects its own property or information.

(e) Notwithstanding the foregoing, nothing in this Agreement shall prevent the use, duplication, disclosure, or publication by Licensee of any material furnished by DSI to Licensee, or the information contained therein if:

1) Such material and/or information is in the public domain through no act or omission on the part of Licensee, its directors, officers, employees, or agents;

2) Such material or information shall have been published or otherwise made available to the general public by DSI;

3) Such material or information shall have been independently developed by Licensee;

4) Such material or information shall have been received by Licensee from a third party who has the right to disclose such material or information without any restrictions on the use thereof;

5) Such material or information is provided by DSI to others on an unrestricted basis.

(f) The provisions of Articles 8 & 9 shall survive the term of this Agreement.

## 10. WARRANTY

(a) DSI represents and warrants the originality of the licensed Software Program and that such has not, to DSI's knowledge, been published without proper statutory copyright notice. DSI further represents and warrants that such documentation and code shall be free from rightful claim of patent, trademark, or copyright infringement.

(b) DSI does not warrant that the functions contained in the licensed Software Program will meet Licensee's requirements, or that said software will operate properly if used in a manner which is inconsistent with acceptable DSI analysis methods.

(c) (c) In addition to the foregoing, all other warranties, expressed or implied, which are not specifically provided for in this Agreement, are hereby disclaimed, specifically including but not limited to express or implied warranties of merchantability or fitness for a particular purpose.

## 11. LIMITATION OF LIABILITY

(a) Except as expressly provided in this Agreement, DSI shall not be liable for any loss or damage claimed to have resulted from the use of the licensed Software Program provided hereunder, and/or provided under the terms of a separately executed third-party software manufacturer Agreement, if any, regardless of the form of action, except for loss or damage resulting from the negligence of DSI.

(b) In no event shall DSI be liable to Licensee for any cause whatsoever, regardless of the form of action, for any amount in excess of the payments made by Licensee under this Agreement.

## 12. MISCELLANEOUS

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, that the Licensee may not assign the benefits or obligations of this Agreement without prior written consent of DSI which shall not be unreasonably withheld.

(b) This Agreement and any attachments hereto, constitute the entire contract between DSI and Licensee with respect to obligations to be performed under this Agreement. No change or modifications of any of the terms or conditions herein shall be valid or binding on other party unless in writing, specifically referring to this Agreement, and signed by a duly authorized representative of each party.

(c) If any part of this Agreement is held unenforceable or invalid or prohibited under law, it shall be struck from this Agreement and shall not affect the enforceability of the other parts of this Agreement.

(d) No Waiver - The failure by either party at any time to enforce any of the provisions of this Agreement will not be construed as a waiver by such party of any of such provisions, nor in any way affect the validity of the Agreement or any of its parts.

(e) Under the terms of this Agreement, DSI and the Licensee are independent contractors. The Licensee is not an employee, agent, partner, contractor or representative of DSI. Furthermore, nothing contained herein shall be deemed to create a joint venture relationship between DSI and Licensee. The respective obligations and rights of DSI and Licensee are specifically limited by the terms of this Agreement. Licensee hereby specifically acknowledges that it does not have authority to incur any obligations or responsibilities on behalf of DSI.

(f) Notice - Any notice required or permitted to be made or given to either party hereto pursuant to this Agreement shall be sufficiently made or given on the date of mailing if sent to such party by registered mail, postage prepaid, addressed to it at its address set forth above, or to such other address as it shall designate by written notice given to the other party.

(g) Construction and Understanding - This Agreement will be interpreted and construed in accordance with the laws of the State of New York.

(h) License is granted permission to reinstall without fee any node-locked software onto Designated Equipment that has been damaged or otherwise inoperable and must be replaced. Licensee agrees to notify DSI in the event of such an occurrence.

*Each party represents and warrants to the other a) the undersigned has the power and authority to execute this Agreement and b) this Agreement has been duly executed and constitutes a valid and binding contract.*

**DSI International, Inc.**                    **Licensee**

*Signature:* _____    *Signature:* _____

*Name:*       *Craig F. De Paul*          Name: _____

*Title:*         *President*              *Title:* _____

*Date:* _____          *Date:* _____