

TEXAS DEPARTMENT OF INFORMATION RESOURCES APPENDIX E to Contract Number: DIR-CPO-4691

INVISION LICENSE AGREEMENT

Agreement No.

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This Appendix to DIR Contract Number: DIR-CPO-4691,	InVision License Agreement ("License Agreement") is
between	("Licensee") and Cartegraph Systems
LLC ("CARTEGRAPH"), a Delaware corporation having	its principal place of business at 3600 Digital Drive,
Dubuque, Iowa 52003, USA.	

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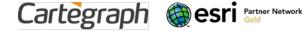


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ARTICLE 7—LIMITATION OF LIABILITY

Limitation of Liability shall be handled in accordance with Section 10.L of Appendix A of the DIR Contract.

ARTICLE 8—INFRINGEMENT INDEMNITY

Infringements shall be handled in accordance with Section 10 of Appendix A of the DIR Contract.

ARTICLE 9—GENERAL PROVISIONS

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- 9.3 Taxes and Fees, Shipping Charges. Taxes shall be handled in accordance with the DIR Contract. CARTEGRAPH is responsible for all shipping and handling charges.
- 9.4 No Implied Waivers. The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.
- 9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 9.6 Successor and Assigns. Except as provided by the DIR Contract, neither party shall not assign, sublicense, or transfer such party's rights or delegate its obligations under this License Agreement without the other party's prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding upon the respective successors and assigns of the parties to this License Agreement.
- 9.7 Survival of Terms. Survival shall be handled in accordance with Section 4.E of Appendix A of the DIR Contract.
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9.10 Amendments. Except as provided by the DIR Contact and as expressly provided above, any modification or amendment to this License Agreement must be in writing and signed by both Licensee and CARTEGRAPH.

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EXHIBIT A: InVision Licensed Product Configuration



