



SOFTWARE LICENSES AGREEMENT

(dated <date of agreement>)

BY AND BETWEEN

DATAPPOINT U.S.A., INC.

8122 Datapoint Drive
Suite 300
San Antonio, TX 78229
U.S.A.

(Hereinafter called the "Company")

AND

<customer name>

<street>
<city, state, zip>
<country>

(Hereinafter called the "Customer")

Effective as of 1st day of <month> <year>
Revision n.n

Master Reference#: SLA-<customer code><yyyymmdd>

**<customer name>
Software Licenses Agreement for the RMS Operating System
<month day, year>**

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<p><customer name> Software Licenses Agreement for the RMS Operating System <month day, year></p>
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This Software License is entered into this 1st day of <month>, <year>, 2005, between Datapoint U.S.A., Inc. ("Company"), whose principal place of business is located at 8122 Datapoint Drive, Suite 300, San Antonio, Texas 78229 U.S.A. and <customer name> ("Customer"), whose principal place of business is located at <address>.

In consideration of the mutual promises hereinafter set forth, Company and Customer agree as follows:

A.1 "SOFTWARE" DEFINED.

The term "Software" shall include all computer programs, firmware and associated documentation provided by Company to Customer, as well as all Company-brand software possessed by Customer howsoever received, and any copies or modifications thereof, including but not limited to those enumerated in this Software Licenses Agreement and attached Exhibits.

A.2 GRANT AND SCOPE.

Company grants to Customer a nonexclusive and non-transferable license to use the Software as herein provided, except as this may be modified in an Exhibit attached hereto. Any Software licensed hereunder shall be licensed only for use on the equipment specified in the Exhibit which pertains to that particular software or, if no such Exhibit exists, the equipment otherwise designated for that Software. The license is only valid for as long as an active Service Level Agreement exists between the Company and the Customer, and the annual service fees have been paid.

A.3 USE.

Customer shall not have the right to sublicense the Software to any other party or to permit the Software to be copied or used by any other party. Customer shall not use, or permit others to use, the Software other than as provided herein, and shall take appropriate action to ensure compliance with this Software Licenses Agreement.

A.4 COPIES.

Customer may make only two copies of the Software, unless otherwise directed by Exhibit with respect to a particular software product, for archival purposes, limited to machine readable form. Customer must maintain a record of the location of all software and copies. Customer must retain unaltered in all Software the proprietary notices of Reseller, Company and their suppliers. No copying of any documentation which is provided in printed form is permitted without the explicit written permission of Company.

A.5 MODIFICATION.

Customer may not modify or permit modification of the Software without the explicit written permission of Company. Disassembly of code is specifically prohibited. Any modifications shall be subject to the terms of this Software Licenses Agreement and shall be the property of Company or its suppliers. Company reserves the right to revise the Software and to make changes in its content at any time.

A.6 INTELLECTUAL PROPERTY; COPYRIGHT INDEMNIFICATION; LIMITATION OF LIABILITY.

Customer agrees that the Software, and all copyrights, trademarks, patent, trade secret and other intellectual and proprietary rights, title and interest pertaining thereto are, and remain, the valuable property of Company and/or its suppliers.

Company will indemnify the Customer from any action brought by a third party against the Customer claiming that any of the Software infringes a copyright of the third party. The Customer will notify Company of any such claim and Company will have the option, in its discretion, to: a) defend such action with full control by Company and full cooperation by Customer; or b) substitute alternative software; or c) modify the software so that it becomes non-infringing; or d) terminate the license and refund the initial license charge with respect to the infringing software; or e) make arrangements with the third party for the ongoing use of the infringing software. Company may, but shall not be required to, in its sole discretion perform b), c), or d) above if in Company's opinion any Software is likely to become the subject of an infringement claim.

NOTWITHSTANDING THE FOREGOING OR ANYTHING STATED ELSEWHERE HEREIN, IN NO EVENT SHALL COMPANY BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST BUSINESS PROFITS OR GOODWILL, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, EVEN IF COMPANY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. IN NO EVENT SHALL COMPANY'S LIABILITY EVER EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY FOR THE SPECIFIC PRODUCT OR SERVICE ON WHICH SUCH LIABILITY CLAIM IS BASED.

A.7 TERMINATION AND REMEDIES.

This Agreement shall terminate upon the breach of any terms hereof by Customer, including but not limited to the failure of Customer to pay any amount due to Company or its authorized representative or Customer's transfer of the Software to a third party. The termination of this Agreement for any reason shall:

Be without prejudice to the right of Company or its authorized representative to receive all payments due from by Customer;

Not affect the obligations of Customer with respect to proprietary protection of the Software as provided herein; and

Be without prejudice to any claim by either party hereto against the other party arising prior to the effective date of termination.

A.8 INSOLVENCY

In the event of the Company filing for Chapter 7 Bankruptcy, Customer will be granted a non-transferable, non-exclusive, and irrevocable license to the Company Software, provided under this Software Licenses Agreement, to support Customer's continued operations using the licensed Software.

A.9 CONFIDENTIALITY

If Customer violates this Agreement, in addition to any other remedies provided by law, Company shall be entitled to injunctive relief against any forbidden use or disclosure of the Software and shall have the right to require Customer to execute such documents and take such actions as may reasonably be requested in order to safeguard the confidentiality and/or ensure the return of the Software.

A.10 MISCELLANEOUS

It is understood and agreed that the Software Licenses Agreement and Service Level Agreement contain the entire understanding between the parties relating to the subject matter hereof and that any representation, promise or condition not contained herein shall not be binding on either party.

The aforementioned documents shall be binding on the parties hereto, their successors and assigns, provided however that these documents may not be assigned, transferred or hypothecated by either party, in whole or in part, directly or indirectly without the prior written consent of the other party.

A.11 WARRANTY

Company warrants that the Software will meet those specifications set out in the published documentation of Company (including that supplied with or embedded in the Software) which are applicable to the relevant version of the Software, provided that the Software has been used on equipment whose specification has been designated by Company for the Software.

No other warranty is given or representation made as to the specification or capability of the Software and, in particular, it is not warranted or represented that:-

- (a) the functions contained in the Software will operate in the combinations which may be selected for use by Customer;
- (b) all trivial or insignificant errors in the Software will be corrected; or
- (c) the operation of the Software will be uninterrupted or error-free.

UNLESS AN ATTACHED EXHIBIT PROVIDES TO THE CONTRARY FOR THE PARTICULAR SOFTWARE PRODUCT WHICH IT COVERS, THE SOFTWARE IS FURNISHED ON AN "AS IS, WITH ANY AND ALL FAULTS" BASIS. CUSTOMER ASSUMES ALL RISKS WITH RESPECT TO THE ACCURACY, ADEQUACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, PERFORMANCE OR OTHERWISE OF THE SOFTWARE, AND ALL COSTS OF SERVICING, REPAIR, OR CORRECTION. COMPANY WARRANTS THE MEDIA BY WHICH THE SOFTWARE IS PROVIDED TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF RECEIPT BY THE INITIAL

<p><customer name> Software Licenses Agreement for the RMS Operating System <month day, year></p>
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CUSTOMER. CUSTOMER'S EXCLUSIVE REMEDY HEREUNDER SHALL BE TO RETURN ANY SUCH DEFECTIVE MEDIA AT CUSTOMER'S COST TO COMPANY'S RESELLER FOR REPLACEMENT. EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE OFFERED OR GRANTED UNDER THIS AGREEMENT AND COMPANY DISCLAIMS ANY SUCH WARRANTIES IN THIS AGREEMENT.

A.12 CHOICE OF LAW.

This Agreement shall be construed in accordance with and governed by the internal laws of the State of Texas, U.S.A., to the jurisdiction of whose courts the Parties hereby submit.

A.13 COMPLIANCE WITH EXPORT LAWS.

Customer agrees to comply with the laws and regulations of the United States regarding the export and re-export of commodities and technical data of United States origin. Customer certifies that it will not, directly or indirectly transfer any Software, product, or technical information received directly or indirectly from Company, or any product produced from such technical information, to any of the countries contained within the country groups for which special export or re-export approval is required under United States Government Regulation 15 C.F.R. Section 740.13(d)(3)(i), including but not necessarily limited to the following countries:

AFGHANISTAN, CUBA, IRAN, IRAQ, LIBYA, NORTH KOREA, SUDAN, SYRIA.

In addition, Customer agrees not to directly or indirectly transfer any Software, product, or technical information received directly or indirectly from Company, or any product produced from such technical information, to any person or entity to whom United States laws or regulations prohibit such transfer. Customer certifies that none of such products or technical data shall be used for any purposes prohibited by United States laws or regulations, including without limitation nuclear, chemical or biological weapons proliferation.

In no event shall anything in this section be construed or interpreted as granting Customer any rights to transfer any Software.

The provisions of the next section shall survive any termination, cancellation, or expiration of the Software Licenses Agreement.

A.14 NO WAIVER; CAPTIONS.

The waiver of any breach of this Software Licenses Agreement by either party shall in no event constitute a waiver as to any future breach, whether similar or dissimilar in nature. Captions are for ease of reference only and are not to be construed as part of this Software Licenses Agreement.

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EXHIBIT A – SOFTWARE LICENSES

The following is a list of software licenses granted as of dates indicated:

Device: <License device number> Client: <customer name>

Date Generated	Model Code	Product Name	Capability Number	Users	Expiration Date	Inst.
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[LIST OF PRODUCTS LICENSES WILL BE LISTED HERE]

The Customer acknowledges that by using the software listed above, they agree to all the terms and conditions associated with the Software Licenses Agreement.

Exhibit A – Software Licenses Agreement Approvals:

COMPANY

Signed by _____ Date _____

Printed name _____ Title _____

On behalf of DATAPOINT U.S.A., INC.

CUSTOMER

Signed by _____ Date _____

Printed name _____ Title _____

On behalf of CUSTOMER

EXHIBIT B – ADDITIONAL LICENSING TERMS AND CONDITIONS

The following additional licensing terms and conditions apply to the software licenses issued to Customer:

[ENTER TERMS AND CONDITIONS RELATING TO USE OF SOFTWARE THAT SUPERCEDE THOSE OF THE STANDARD AGREEMENT]

Exhibit B – Additional Licensing Terms and Conditions Approvals:

COMPANY

Signed by _____ Date _____

Printed name _____ Title _____

On behalf of DATAPOINT U.S.A., INC.

CUSTOMER

Signed by _____ Date _____

Printed name _____ Title _____

On behalf of CUSTOMER