

QUAL-TX LICENSE AGREEMENT

The parties to this agreement are Wiland Consulting, Inc, hereinafter referred to as "Wiland" and the Texas Commission on Environmental Quality hereinafter referred to as "Licensee."

EFFECTIVE DATE

The effective date of this agreement is July 8, 2014.

LICENSED MATERIALS

Wiland hereby grants to Licensee the perpetual right to install and use the licensed QUAL-TX software (Version 9.32) on an unlimited number of its computers. In addition, the Licensee may copy and distribute the software executable and user's manual to anyone other than the Licensee at its discretion.

Wiland hereby grants to Licensee the right to view the source code containing the basic water quality calculations, but not the source code associated with the Windows and graphical interface.

LICENSE PROVISIONS

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Wiland shall have no obligation to provide support, including but not limited to installation, maintenance, debugging and improvements, for Licensed Materials, except as Wiland at its sole discretion, shall determine to be reasonable.

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GOVERNING LAW

This agreement shall be interpreted, enforced and construed according to the laws of the State of Texas, USA.

ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties with respect to the subject matter hereof, and it shall not be modified or amended except by an instrument in writing signed by both parties hereto.

LIMITATIONS

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue to be in full force without being impaired or invalidated in any way. This Agreement constitutes the entire support agreement between Licensee and Wiland.