

APPENDIX E TO DIR CONTRACT NO. DIR-TSO-4067
ENVIRONMENTAL INTELLIGENCE CLOUD SERVICES AGREEMENT
TERMS AND CONDITIONS – Part II

There are two parts to the Environmental Intelligence (EI) Cloud Services Agreement. Part I consists of the Appendix D, Statement of Work and Part II Consists of these Terms and Conditions. These Terms and Conditions are incorporated by reference into the Environmental Intelligence Cloud Services Agreement.

1. Background and Certain Definitions

1.1 Environmental Intelligence, LLC. ("EI" "we" or "us") has developed an online system (the "System") for providing Infrastructure as a Service and Miscellaneous as a Services to DIR Customers.

For the purposes of this Terms & Conditions Agreement, "**User**" is defined as an individual person, to whom credentials and authorized access to EI systems and resources have been provided.

Changes to designated Users or and any other selections, must be communicated and agreed upon in writing. However, if there are increases to the number of Users, select additional Systems or select additional Services, our pricing will increase accordingly. Pricing will be adjusted in accordance with Appendix C, Pricing Index, of DIR Contract No. DIR-TSO-4067, or as agreed upon by the parties in advance of any prices changes.

2. Supplier Licenses

2.1 All Microsoft Applications are subject to the terms of its "Customer License Terms," a copy of which is attached hereto as Exhibit "A." Use of our Microsoft Licenses are limited to the Microsoft Operating System and Microsoft SQL Service, do not include additional Microsoft Software. Customers may provide their Microsoft software licenses for deployment on our system.

3. Services

3.1 During the Term, EI will provide email and/or telephone support, as provided in the Statement of Work, for the Customer's Users (all of whom must be individuals) who are listed on Schedule "A," as may be amended, and are thereby authorized to use the Services that the Customer select. Our Customers do not receive direct support from Microsoft or, unless otherwise set forth herein, any other supplier. Customers are allowed to obtain direct support from Microsoft or other supplier for all customer-provided software.

3.2 The number of Users will be the number set forth on Schedule "A" which may be amended, from time to time, by mutual agreement. Each will be required to have a "Key" to use the Service, with their

respective Keys, names, titles, office locations and positions provided to us. Each "Key" may be used on only one client computer which is usable by only one person at a time. The Customer is responsible for assuring that Keys EI provides to the Customer are used only in accordance with the terms of DIR Contract No. DIR-TSO- 4067 and this Agreement.

4. Ownership of Data

4.1 It is understood and agreed that the Customer will own all data produced by the Customer's Users use of the Service.

5. Proprietary Rights

5.1 The Customer acknowledge and agree that EI, and our suppliers, own all proprietary rights in and relating to the Systems and the Services and in all changes made thereto now or in the future, including, but not limited to, any and all patent, copyright and trade secret rights and in all trade names and marks associated with the Systems and the Services, unless otherwise agreed upon, in writing, by the Parties.

All Work Products and Intellectual Property shall be handle in accordance with Appendix A, Section 4, Intellectual Property Matters of Contract DIR-TSO-4067.

5.2 EI acknowledges and agrees that, subject to the Customer's Agreement with the Customer's Users, the Customer will own all proprietary rights in all files and data that are produced by the Customer's Users using the Systems.

6. Restrictions

6.1 It is understood and agreed that the right to use the Service does not authorize the Customer to, and the Customer agree not to:

- (a) Reverse engineer, decompile or disassemble the Systems or permit any other person to reverse engineer, decompile or disassemble the Systems. In this regard, the Customer agrees to exert best efforts to prevent anyone from taking that action with respect to any copy of the Systems in the Customer's possession, custody or control or through any ability the Customer may have to gain access.
- (b) Permit anyone, other than the Customer's Users, acting in the course of their employment or otherwise on the Customer's behalf, to use any of the Services.
- (c) Permit anyone to use the Services to help design a similar service whether for the Customer's use, for a competing third-party service or otherwise.
- (d) Permit employees and other individuals who are not Users, to use any of the Services.

6.2 The Customer further agrees to follow our standard policies and procedures that may be changed from time to time provided they are and remain commercially reasonable. Any changes will require DIR and the Customer's authorization prior to implementation. If the parties cannot reach agreement on any changes, DIR may terminate the Contract or the Customer may terminate its Purchase Order.

7. Limited Warranties

7.1 EI represents and warrants that EI will provide the Services during the Term. SLAs will be established according to the customer requirements and defined in the Statement of Work.

7.2 EI have no responsibility for problems with the Customer's equipment not provided by us or internet connectivity not provided by us.

8. Limitation of Damages and Other Remedies

8.1 Limitation of Liability will be handled in accordance to Appendix A, Section 9K of DIR Contract No. DIR-TSO-4067.

9. Term and Termination

9.1 The initial "Term" of this Agreement shall be as set for in the Contract DIR-TSO-4067, Section 2 or as set forth in Customer Purchase Order. EI. Any "Trial Period" set forth on Schedule "C" will not be counted as part of the Term and no payments will be required for that period; however, all other terms and conditions of DIR Contract No. DIR-TSO-4067 and this Agreement shall apply to any Trial Period.

9.2 Terminations will be handled in accordance with Appendix A, Section 10B of DIR Contract No. DIR-TSO-4067.

9.4 At any time there is a termination of the Term, the Customer will have thirty (30) days to make copies of all the Customer's data, files and other content ("Data") that have been saved by the Customer on one of our servers. The Customer may use the Systems only to save such Data and for no other purpose during such period. After thirty (30) days of termination for any reason, EI will have no duty to retain any of the Customer's Data on our servers or elsewhere except as required by Appendix A, Section 8. C. Records and Audit of Contract DIR-TSO-4067.

10. Reports

10.1 Each month during any term specified in Customer purchase order, EI will provide the Customer with a report stating what EI understands is the number of t the Customer's Authorized Employees and Independent Contractors. The Customer will either confirm that or point out to EI by written notice any discrepancies. In the event of a discrepancy, the parties will work to determine the correct amount owed. In any event the Customer will pay us any amount known to be owed and not the subject of a

dispute in accordance with Appendix A, Section 6C of DIR Contract No. DIR-TSO- 4067. The Customer will, on a monthly basis, note any changes to the list of Authorized Employees and Independent Contractors.

11. Books, Records and Facilities

11.1 EI may request to visit the Customer's facility by providing 30 days advance written notice and by obtaining the Customer's written permission to verify that the Customer have accounted to us and obtained a license for each of the Customer's employees and independent contractors given access to one or more of our Services in any month. In this regard, EI will be given access to the Customer's records that relate to this issue and may obtain from Customer electronic and documentary copies as EI request. Access will be subject to Customer's reasonable requirements including but not limited to issues of security, safety and open records requirements.

11.2 Notices shall be handled in accordance with Appendix A, Section 11 of DIR Contract No. DIR-TSO-4067.

12. Governing Law and Jurisdiction

Choice of Law shall be in accordance with Appendix A, Section 3F DIR Contract No. DIR-TSO-4067.

13. Force Majeure

13.1 Force Majeure shall be in accordance with Appendix A, Section 10C of DIR Contract No. DIR-TSO-4067.

14. Miscellaneous

14.1 Taxes shall be in accordance with Appendix A, Section 9B of DIR Contract No. DIR-TSO-4067 and Section 4E of DIR-TSO-4067. Assignments will be handled in accordance with Appendix A, Section 3D of DIR Contract No. DIR-TSO-4067. The unenforceability or invalidity of any term, provision, section or subsection of DIR Contract No. DIR-TSO-4067 or this Agreement shall not affect the validity or enforceability of any remaining terms, provisions, sections or subsections, of this Agreement, but such remaining terms, provisions, sections or subsections shall be interpreted and construed in such a manner as to carry out fully the intention of the parties hereto. This Agreement may be executed counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The fact of authorship by or at the behest of a party shall not affect the construction or interpretation of this Agreement. No amendments or other change of DIR Contract No. DIR-TSO-4067 or this Agreement shall be effective unless and until set forth in writing and signed on behalf of each of the parties. DIR Contract No. DIR-TSO-4067 and this Agreement embody the entire agreement and understanding of the parties and supersede all prior agreements, representations and understandings between the parties hereto relating to the subject matter hereof.

EXHIBIT "A"
Customer License Terms

TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE

This document governs the use of Microsoft software, which may include associated media, printed materials, and "online" or electronic documentation (individually and collectively, "License Products") provided by Environmental Intelligence, LLC. (hereinafter referred to as "Company") Company does not own the Licensed Products and the use thereof is subject to certain rights and limitations of which Company must inform the Customer. The Customer's right to use the License Products is subject to the terms of the Customer's agreement with Company, and to the Customer's understanding of, compliance with, and consent to the following terms and conditions, which Company does not have authority to vary, alter or amend.

1) DEFINITIONS.

"Client Software" means software that allows a Device to access or utilize the services or functionality provided by Server Software.

"Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistance, "smart phone" server or other electronic device.

"Server Software" means software that provides services or functionality on a computer acting as a server.

"Software Documentation" means any end user document included with server software.

"Redistribution Software" means the software described in Paragraph 4 ("Use of Redistribution Software") below.

2) OWNERSHIP OF LICENSED PRODUCTS. The License Products are license to Company from an affiliate of the Microsoft Corporation (collectively "Microsoft"). All title and intellectual property rights in and to the License Products (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporate into the License Products) are owned by Microsoft or its suppliers. The License Products are protected by copyright laws and international copyright treaties, as well, as other intellectual property laws and treaties. The Customer's possession, access, or use of the License Products does not transfer any ownership of the Licensed Products or any intellectually property rights to the Customer.

3) USE OF CLIENT SOFTWARE. The Customer may use the Client Software installed on the Customer's Devices online in accordance with the instructions, and only in connection with the services, provided to the Customer by Company. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during the Customer's use of the Client Software.

4) USE OF REDISTRIBUTION SOFTWARE. In connection with the services provided to the Customer by Company, the Customer may have access to certain "sample," redistribution" and/or software development ("SDK") software code and tools (individually and collectively "Redistribution Software").

THE CUSTOMER MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS THE CUSTOMER EXPRESSLY AGREES TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS ("SPUR") APPLICABLE TO COMPANY, WHICH TERMS MUST BE PROVIDED TO THE CUSTOMER BY COMPANY. Microsoft does not permit the Customer to use and Redistribution Software unless the Customer expressly agrees to and comply with such additional terms, as provided to the Customer by Company.

5) COPIES. The Customer may not make any copies of the License Product; provided, however, that the Customer may (a) make one copy of Client Software on the Customer's Device as expressly authorized by Company; and (b) the Customer may make copies of certain Redistribution Software in accordance with Paragraph 4 ((Use of Redistribution Software). To the extent allowable under record retention laws and policies, the Customer must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of the Customer's agreement with Company, upon notice from Company or upon transfer of the Customer's Device to another person or entity, whichever occurs first.

6) LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY. The Customer may not reverse engineer, decompile, or disassemble the License Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

7) NO RENTAL. The Customer may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Licensed Products to any third party.

8) TERMINATION. Terminations will be handled in accordance with Appendix A, Section 10B of DIR Contract No. DIR-TSO-4067.

9) NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT. ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY COMPANY AND NOT BY MICROSOFT, ITS AFFILIATES OR SUBSIDIARIES.

10) PRODUCT SUPPORT. Any support for the License Products is provided to the Customer by Company and is not provided by Microsoft, its affiliates or subsidiaries.

11) NOT FAULT TOLERANT. THE LICENSED PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OF APPLICATIONS IN WHICH THE FAILURE OF THE LICENSED PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

12) EXPORT RESTRICTIONS. The License Products are of U.S. origin for purposes of U.S. export control laws. The Customer agree to comply with all applicable international and U.S. laws that apply to the License Products, including the U.S. Export Administration Regulations, as well as end-used, end-use and destination restrictions issued by the U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/> .

EXHIBIT "B"

Acceptable Use Policy for Environmental Intelligence, LLC and all related sites owned, operated or controlled by Environmental Intelligence, LLC

This Acceptable Use Policy is used in conjunction with the terms and conditions agreement. A willful or intentional violation of any of these policies grants Environmental Intelligence the authority to take action to restrict or terminate the Customer's access to Environmental Intelligence services after EI has given the Customer and DIR notice of suspected violation and thirty (30) days to correct.

Environmental Intelligence, LLC disclaims, to the maximum extent permitted by law, all warranties, representations or other endorsements, express or implied, with regard to the information accessed from, or through, this service, the systems which provide it and the Internet, including all warranties of merchantability or fitness for a particular use. Environmental Intelligence does not assume any liability for the completeness, accuracy or usefulness of any information disclosed or materials accessed. Indemnification shall be handled in accordance with Appendix A, Section 9. A. Indemnification of Contract No. DIR-TSO-4067. Any failure by Environmental Intelligence to enforce this policy in every instance in which it might have application does not amount to a waiver of Environmental Intelligence's rights.

Lawful Use

The Customer must use this site and Environmental Intelligence Services in accordance with the terms of DIR Contract No. DIR- TSO-4067 and this Appendix E, and in accordance with all federal, state and local laws, ordinances, and regulations.

User Conduct, Prohibited or Unlawful Use

Use of this site and / or Environmental Intelligence Services are for lawful and authorized purposes only, and any other use is strictly prohibited.

Specifically, the Customer may not:

- Attempt to use or gain unauthorized access to data, accounts, hosts, servers, systems or networks of this site, or to probe, scan or test the vulnerability of a system or network of this site, any Environmental Intelligence Services or those of any other party
- Interfere with service to any user, host or network including, without limitation, mail- bombing, flooding, or attempting to overload the system
- Forge any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting

- Falsify address information or otherwise modify e-mail headers to conceal the sender's or the recipient's identity

Additionally, the Customer may not, by use of any Environmental Intelligence Service or another service, upload, post or otherwise distribute or facilitate distribution of any content, including text, communications, software, images, sounds, data, or other information that:

- Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability or any other reason
- Contains viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer
- Violates the terms of the CAN-SPAM Act. Mass distribution of emails for legitimate business purposes are allowed.

EI will not be held responsible for meeting SLA's outlined in customer's SOW to the extent that EI's failure to meet a specific SLA is solely and directly caused by the customer's violation of the terms of use herein.

PLEASE NOTE: The transmission of unsolicited bulk e-mail, including the transmission of counterfeit e-mail, may result in civil and criminal penalties against the sender, including those provided by the federal Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM") (P.L. 108-187) or Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.); the Virginia Computer Crimes Act (Va. Code Ann. § 18.2-152.2 et seq.) (amended effective July 1, 1999); the Washington Commercial Electronic Mail Act (Wash. Rev. Code Chapter 19.190 et seq.); and any other applicable statutes and regulations.

Environmental Intelligence will notify customer prior to performing any system testing and maintenance pertaining to the distribution of any bulk emails that are suspected as being in violation of the CAN-SPAM Act.

The purpose of such testing includes, but is not limited to, testing of mail servers or proxy servers for unrestricted third-party relaying. Environmental Intelligence will ensure that such testing will not adversely affect Service provided to Customer or compromise the security of Customer's network. Customer may be required to correct any system vulnerability upon notification and/or suspend or terminate operations of a known compromised system.

Customer shall have sole control over and bear all liabilities pertaining to Customer Content. Expect with Customer's prior written consent, or for normal system administration and customer support purposes, or by court order, Provider shall not access, view, supplement, modify or alter any of the Customer Content that has been provided by Customer to Environmental Intelligence. Nothing in this Agreement will serve as a transfer or assignment of any rights in the Customer Content to Environmental Intelligence.

Unlawful or Unauthorized Use: The Company may discontinue the furnishing of Service, when necessary to take such action to prevent the unlawful or unauthorized use of Service, by blocking traffic to or from certain countries, cities, NXX exchanges, or individual telephones; by blocking call origination; or by blocking calls using certain Customer authorization or access codes. The Company also may suspend the origination of domestic or international traffic associated with any or all Services if necessary to prevent the unlawful or unauthorized use of the Service due to the failure, in whole or in part, of any fraud detection system utilized by the Company to provide or support Service. In the event of any permanent discontinuance, or permanent termination of Service, additional fees will be charged, or refunded in accordance with the terms for Termination in Appendix A, Section 10B of DIR Contract No. DIR- TSO-4067.

International Use

Environmental Intelligence makes no representation that materials available on this site or any or through any Environmental Intelligence service are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited. Those who access this site or any site hosted by Environmental Intelligence from other locations are responsible for compliance with local law.

Intellectual Property Rights

Trademark: Environmental Intelligence; the Environmental Intelligence design logo; and all other related names, design marks, product or feature names are either registered trademarks or trademarks of Environmental Intelligence in the United States and/or other countries.

Environmental Intelligence marks may not be used without the express written permission of Environmental Intelligence. All other products and services referenced in this site are the trademark or services marks of their respective owners.

The Customer acknowledge and agree that copyrights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws protect all content and materials available on this site or through any Environmental Intelligence service. Nothing on any Environmental Intelligence website shall be interpreted or implied in such a way as conferring any license or right to any intellectual property rights or license to any intellectual property, content, technology, system, process, or related material belonging to Environmental Intelligence by virtue of it being displayed or made accessible on any Environmental Intelligence website. Except as expressly authorized, the Customer agrees not to use this site or any Environmental Intelligence services in any manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which the Customer may access, receive or make available through this site or any Environmental Intelligence services.

If the Customer use a domain name or content in connection with the Environmental Intelligence web hosting, or any other web hosting service, the Customer must not use that domain name or content in any way which violates any trademark, service mark, or similar rights of any third party.

Internet Relay Chat Rules

The Customer must not use any programs that may or will interfere with another's use of this site or Environmental Intelligence services. The Customer must not run any Internet Relay Chat ("IRC") robot on any IRC server which might interfere with the Services or otherwise violate this AUP. When logged into any IRC server, the Customer must comply with the rules and policies established by that IRC's service administrator.

Notices

Notices shall be in accordance to Appendix A, Section 11 of DIR Contract No. DIR- TSO-4067.

General Complaints: Please send reports of any activity in violation of this Acceptable Use Policy to Environmental Intelligence's offices or to support@goeillc.com . Environmental Intelligence will reasonably investigate incidents involving such violations. Environmental Intelligence may involve and will cooperate with law enforcement officials if any criminal activity is suspected. Violations may result in criminal and civil liability.

Copyright/Trademark Infringement Complaints: If the Customer believe that the Customer's copyright or trademark has been used by an Environmental Intelligence customer without permission, such that the use may constitute infringement of the Customer's intellectual property rights, please see the instructions on how to send the Customer's claim.

Fraud Complaints: Environmental Intelligence recognizes that acts of fraud can be and are committed over the Internet. Environmental Intelligence encourages all Customers and Internet users to be vigilant about protecting their personal information, account numbers, id's, passwords, etc. As with non- Internet fraud, fraud complaints are best and most appropriately made to law enforcement authorities.

If the Customer believes the Customer has been the victim of Internet fraud (either via the web or through email), Environmental Intelligence encourages the Customer to contact the Customer's local or state consumer protection authority, or one among several U.S. agencies that handle complaints about Internet fraud, including:

- Federal Trade Commission (FTC) Complaints about consumer fraud (e.g. related to retail, banking and other on-line activity) can be filed with the FTC at <https://www.ftccomplaintassistant.gov/#crtn&panel1-1>
- Internet Fraud Complaint Center (IFCC) is a joint effort of the FBI and the National White-Collar Crime Center; complaints about Internet fraud may be filed with the IFCC at <https://ic3.gov/default.aspx>
- Securities and Exchange Commission (SEC) complaints related to buying and selling of securities, and related on line activity, can be filed with the SEC Enforcement Division Complaint

Center at <http://www.sec.gov/complaint/select.shtml> regulators (to locate the Customer's state securities regulator, go to <http://www.nasaa.org/about-us/contact-us/contact>

4.0 INDEMNIFICATION

4.1 Indemnification shall be handled in accordance to Appendix A, Section 9A of DIR Contract No. DIR-TSO-4067.