

APPENDIX E TO DIR CONTRACT NO DIR-TSO-3629

Scalable Subscription Agreement & Terms of Use

BY SIGNING THIS AGREEMENT YOU AGREE TO THE TERMS OF DIR CONTRACT NO. DIR-TSO-3629 AND THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF ASSET VISION (THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY.

Welcome

As part of the Service, SCALABLE will provide you with use of the Service, including a browser interface and data encryption, transmission, access and storage. Your registration for the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the scalable.com website incorporated by reference herein, including but not limited to SCALABLE's privacy and security policies. For reference, a Definitions section is included at the end of this Agreement. Any terms found to be in conflict or modify the terms of DIR Contract No. DIR-TSO-3629 shall be deemed null and void.

1. Privacy & Security; Disclosure

SCALABLE's privacy and security policies may be viewed at <http://www.scalable.com/privacy-policy>. SCALABLE reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Note that because the Service is a hosted, online application, SCALABLE may need to notify all users of the Service (whether or not they have opted out as described SCALABLE's privacy policy) of important announcements regarding the operation of the Service.

2. Account Information and Customer Data

SCALABLE does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not SCALABLE, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and SCALABLE shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), SCALABLE will make available to you a file of your Customer Data within 30 days of termination if you so request at the time of termination. SCALABLE reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use your Customer Data immediately ceases, and SCALABLE shall have no obligation to maintain or forward any Customer Data.

3. License Grant & Restrictions

SCALABLE hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes for the duration of the License Term, subject to the terms and conditions of DIR Contract No. DIR-TSO-3629 and this Agreement and the constraints placed on the use of the Service as a result of the specific features you have subscribed to and the number of active computer images you wish to manage ("Active Computer Images"). All rights not expressly granted to you are reserved by SCALABLE and its licensors. You may not access the Service if you are a direct competitor of SCALABLE, except with SCALABLE's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual, but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service. You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violation of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the Customer Data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

4. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify SCALABLE immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to SCALABLE immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another SCALABLE user or provide false identity information to gain access to or use the Service.

5. Intellectual Property Ownership

SCALABLE alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the SCALABLE Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the SCALABLE Technology or the Intellectual Property Rights owned by SCALABLE. The SCALABLE name, the SCALABLE logo, and the product names associated with the Service are trademarks of SCALABLE or third parties, and no right or license is granted to use them.

6. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms of Appendix C of DIR Contract No. DIR-TSO-3629. Payments must be made in advance unless otherwise mutually agreed upon in an Order Form. All payment obligations are non-cancelable and all amounts paid are nonrefundable. You are responsible for paying for all licenses for the entire License Term, whether or not such licenses are actively used. An authorized License Administrator may add additional licenses by executing an additional written Order Form. Added licenses will be subject to the following: (i) added licenses will be coterminous with the preexisting License Term (either initial or renewal License Term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee in accordance with Appendix C of DIR Contract No. DIR-TSO-3629; and (iii) licenses added in the middle of a billing month will be charged in full for that billing month.

7. Billing and Renewal

SCALABLE charges and collects in advance for use of the Service. SCALABLE will have three (3) one (1) year renewal options exercised by Customer providing Vendor thirty days written notice prior to the then-expiration date. The charge will be equal to the then-current number of total licenses times the license fee in effect for the term of the Agreement. Fees for other services will be charged on an as-quoted basis. Taxes shall be handled in accordance to Appendix A, Section 8E of DIR Contract No. DIR-TSO-3629. You agree to provide SCALABLE with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. Unless SCALABLE in its discretion determines otherwise entities with headquarters and a majority of users resident in the United States will be billed in U.S. dollars ("U.S. Customers"). If you believe your bill is incorrect, you must contact us in writing within 30 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

8. Non-Payment and Suspension

In addition to any other rights granted to SCALABLE herein, SCALABLE reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). You will continue to be charged for User licenses during any period of suspension. Upon termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees in Appendix C of DIR Contract No. DIR-TSO-3629. SCALABLE reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that SCALABLE has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

9. Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date and will continue for a twelve (12) month period unless terminated in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3629. In the event this Agreement is terminated (other than by reason of your breach), SCALABLE will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that SCALABLE has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

11. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. SCALABLE represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online SCALABLE help documentation under normal use and circumstances. SCALABLE warrants that for ninety (90) days from the date of activation of the subscription of the specific Edition of SCALABLE's Asset Vision application you subscribed to, ("Software Warranty Period") the Edition will perform in substantial conformance with the technical specifications for such Edition set forth in the online SCALABLE help documentation. Customer's sole and exclusive remedy, and SCALABLE'S sole and exclusive liability under this Software Warranty shall be, at SCALABLE'S option: (i) to use commercially reasonable efforts to correct any reproducible errors that Customer identifies in writing during the Software Warranty Period which renders the Edition non-conforming, (ii) to replace the Software with functionally equivalent software or (iii) to accept customer's termination of the service for the Edition, if applicable, in which case SCALABLE'S liability shall not exceed the amounts paid by the customer under the subscription agreement. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

12. Indemnification

Indemnification shall be handled in accordance to Appendix A, Section 10A of DIR Contract No. DIR-TSO-3629.

13. Disclaimer of Warranties

SCALABLE AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. SCALABLE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR CUSTOMER DATA, (B) THE SERVICE

WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED CUSTOMER DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SCALABLE AND ITS LICENSORS.

14. Internet Delays

NOTWITHSTANDING ANYTHING TO THE CONTRARY SPECIFIED IN 17. SERVICE LEVEL COMMITMENT, SCALABLE'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SCALABLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

15. Limitation of Liability

LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10K OF DIR CONTRACT NO. DIR-TSO-3629.

16. Service Level Commitment

Subject to the conditions set forth in 15. Internet Delays, Scalable commits to provide 99% uptime with respect to the Service during each month of the Term, excluding regularly scheduled maintenance times. Regularly scheduled maintenance will occur between 9pm and 11.59pm Sunday night. US Central Time. If in any month this uptime commitment is not met by Scalable and you were negatively impacted (i.e., attempted to log into or access the Service and failed due to the unscheduled downtime of the Service), Scalable shall provide, as the sole and exclusive remedy, a service credit equal to one month's fee for the use of the Service. In order to receive a credit under this service level commitment, you must request it simply by raising a support case via the Scalable Customer Support Portal within five days of the end of the applicable quarter. If you submit a credit request and do not receive a prompt automated response indicating that the request was received, you must resubmit the request because the submission was not properly received and will not result in a credit. If you are past due or in default with respect to any payment or any material contractual obligations to Scalable are not eligible for any credit under this Service Level Commitment. The service credit is valid for up to six months from the quarter for which the credit was issued. Scalable shall calculate any service level downtime using Scalable's system logs and other records.

17. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

18. Local Laws and Export Control

The Service uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland, Canada, Australia and the European Union. The User of this site acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland, Canada, Australia and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Swiss, Canadian, Australian and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. SCALABLE and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, Switzerland, Australia, Canada and/or the European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States, Swiss, Australian, Canadian or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes.

19. Notice

Notices shall be handled in accordance to Appendix A, Section 12 of DIR Contract No. DIR-TSO-3629.

20. Modification to Terms

SCALABLE reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

21. Assignment; Change in Control

Assignments shall be handled in accordance to Appendix A, Section 4D of DIR Contract No. DIR-TSO-3629.

22. General

With respect to Customers located in North, Central or South America (including the Caribbean), this Agreement shall be governed by Texas law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state courts located in Travis County, Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas. No text or information set forth on any purchase order shall add to or vary the terms and conditions of this Agreement. In the event of conflict between DIR Contract No. DIR-TSO-3629 and this Agreement, DIR Contract No. DIR-TSO-3629 shall prevail. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and SCALABLE as a result of this agreement or use of the Service. The failure of SCALABLE to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by SCALABLE in writing. DIR Contract No. DIR-TSO-3629 and this Agreement, together with any applicable Order Form, comprises the entire agreement between you and SCALABLE and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

23. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the Online Order Center, and any materials available on the SCALABLE website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by SCALABLE from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service; "Effective Date" means the date this Agreement is accepted by selecting "Yes" in the "Terms and Conditions Agreed" control on the Asset Vision registration page; "Initial Term" means the contract term, beginning on the contract start date and ending on the contract end date, specified on the applicable Order Form; "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "License Administrator(s)" means those Users designated by you who are authorized to purchase licenses by executing written Order Forms and to create User accounts and otherwise administer your use of the Service; "License Term(s)" means the period(s) during which you are licensed to use the Service pursuant to the Order Form(s); "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "SCALABLE" means Scalable Software Ltd, a UK Private Limited Company having its principal place of business at Gainsborough House, 2 Sheen Road, Richmond, Surrey, TW9 1AE. "SCALABLE Technology" means all of SCALABLE's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by SCALABLE in providing the Service; "Service(s)" means the specific Edition of SCALABLE's Asset Vision application and any ancillary online or offline products and services provided to you by SCALABLE, to which you are being granted access under this Agreement, including the SCALABLE Technology and the Content; "User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by SCALABLE at your request).

Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to: info@scalable.com.

COMPANY	SCALABLE SOFTWARE, INC COMPANY
SIGNATURE	SIGNATURE
NAME	NAME