

**Texas DIR Contract # DIR-TSO-2571**  
**Ordering, Return, and Warranty Information for Early Morning**  
**Software, Inc.**

**ORDERING INSTRUCTIONS**

Early Morning Software, Inc. requires our Texas DIR contract purchase orders to be processed through our account managers. Customers may contact account managers at [prismsales@emslab.com](mailto:prismsales@emslab.com) or at <http://www.dir.texas.gov> .

**PURCHASE ORDER INSTRUCTIONS**

Purchase orders should be made payable to Early Morning Software, Inc. addressed to the following:

*Early Morning Software, Inc.*  
*Contract Administration*  
*227 N. Holliday Street*  
*Baltimore, MD 21202*

Please reference DIR Contract Number #DIR-TSO-2571 on the purchase order. Purchase orders may also be faxed to (410) 539-0933.

**RETURN POLICY**

Client shall not be entitled to any refund of any Fees or Expenses and shall remain liable for all amounts due up to and including the termination date, including if applicable, the Termination Fees set forth in the Hosting and Services Agreement. If Service Provider is determined to have been in material breach of this Agreement, Client shall be entitled to a refund of any prepaid amounts at the time of the termination.

**WARRANTY**

Service Provider warrants and/or covenants that Service Provider: (i) owns or has acquired sufficient rights to all proprietary interests in the System necessary to grant the licenses set forth herein; (ii) shall maintain the System in compliance with all applicable federal and state laws, rules and regulations; and (iii) shall promptly post on the System all information and materials provided by Client for posting, including all updates and amendments to such information and materials. Service Provider further warrants and/or covenants that: (a) the System will operate in accordance with the Service Standards; and (b) to the knowledge of Service Provider, the software necessary to provide the System contains no virus, Trojan horse, worm, or other software routines designed either to permit unauthorized access by third parties or to disable, erase, or otherwise harm any data supplied by Client.

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