

PRIORITY 5 HOLDINGS, INC.

STANDARD TERMS AND CONDITIONS FOR SOFTWARE SUPPORT

These terms and conditions are applicable to all Priority 5 software support options.

1. **Support Obligation.** Priority 5 shall use commercially reasonable efforts and shall exercise the degree of skill and care customarily exercised by providers of computer software and software support to provide corrections or work-around solutions for any defects in its software in accordance with the applicable level of support and these terms and conditions.
2. **Current Release; No Default.** Priority 5 will not be obligated to provide any software support (i) for any installation that does not incorporate all previously distributed upgrades and updates for the release included in such installation; (ii) for any installation bearing a release designation that is not the current release designation or the preceding release designation; or (iii) for any installation that is not subject to a license that is in full force and effect and without a default existing thereunder.
3. **Determination of Cause of Defect.** Priority 5 shall not be obligated to provide any software support to resolve any defect if Priority 5 shall have initially determined that such defect is not a defect in its software. If Priority 5 shall later determine that its determination was incorrect, Priority 5 shall refund any amount paid for the support rendered with respect to such defect. Priority 5 shall not be obligated to provide any software support to resolve any defect that Priority 5 shall determine was caused by any changes to its software made by any person other than Priority 5.
4. **Cooperation.** Priority 5 shall not be obligated to provide support for any defect if the licensee shall fail to respond fully and completely to inquiries of Priority 5 or shall otherwise not be cooperative in supporting the efforts of Priority 5 to fulfill its support obligations. Under no circumstances shall Priority 5 be obligated to undertake any travel or incur any travel or other expenses, or provide support other than via telephone or electronic mail.
5. **Terms and Conditions.** The description of the support obligations of Priority 5 as set forth in the Priority 5 website (www.priority5.com) are modified by the terms of any Priority 5 quotation and these terms and conditions. The descriptions of the support obligations of Priority 5 as set forth in the Priority 5 website may change from time to time, but shall not take effect as to any existing support obligation until the anniversary date of the commencement of such support obligation. Each support obligation shall be deemed to have commenced on the date of installation of Priority 5's software or the applicable anniversary thereof provided that payment for such period shall have been made.
6. **Disclaimer of Warranty.** PRIORITY 5 EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF WHATEVER NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, REGARDING ITS SOFTWARE AND RELATED SERVICES. The sole and exclusive remedy for the failure of the Priority 5 to provide an effective fix or work-around for any material defect in its software shall be the replacement or repair of such software or, at the election of Priority 5, the return of the applicable maintenance fee for the annual period in which such failure occurs (the "Refund Amount").
7. **Limitation of Liability.** UNLESS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL PRIORITY 5 BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER NON-DIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF, OR INABILITY TO USE, PRIORITY 5'S SOFTWARE, EVEN IF PRIORITY 5 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY IN EACH INSTANCE. IN NO EVENT SHALL THE TOTAL LIABILITY OF PRIORITY 5 TO LICENSEE FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED THE REFUND AMOUNT.
8. **Severability of Actions.** EACH LIMITATION OF DAMAGES, DISCLAIMER OF WARRANTIES OR LIMITATION OF REMEDIES SET FORTH HEREIN IS SEVERABLE AND INDEPENDENT, AND SHALL BE ENFORCED INDEPENDENTLY OF ANY OTHER PROVISION.
9. **General Provisions.**
 - (a) This Agreement shall inure to the benefit of and be binding upon Priority 5 and its successors and assigns. Licensee shall not assign to any other person any of Licensee's rights hereunder. Notwithstanding the

foregoing, Licensee shall have the right to assign its rights hereunder to the government of the United States provided that the United States shall have assumed and agreed to be bound by the terms and conditions hereof.

(b) This Agreement constitutes the entire and final agreement between Priority 5 and Licensee, and supersedes all prior negotiations, samples, demonstrations and understandings between them.

(c) This Agreement shall not be altered or amended except by a written document signed by Licensee and a duly authorized representative of Priority 5. No purchase order of Licensee shall in any way change or add to the terms and conditions of this Agreement.

(d) This Agreement shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Massachusetts.

(e) Any action or proceeding brought by Priority 5 or Licensee to enforce any term or condition of this Agreement or to seek any damages on account of a breach of this Agreement and any other action or proceeding brought by Priority 5 or Licensee with respect to this Agreement, Priority 5's software, any information contained therein or any acts relating thereto shall be brought exclusively in the Superior Court of Massachusetts, Suffolk County, or in the United States District Court for the District of Massachusetts; and Priority 5 and Licensee hereby consent to the exclusive jurisdiction of such courts and agree to raise no objection to jurisdiction or venue in such courts.