

**PRIORITY 5 HOLDINGS, INC.**

**STANDARD TERMS AND CONDITIONS FOR SOFTWARE SERVICES**

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

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, in rendering software-related services, including, but not by way of limitation, services rendered in the installation and configuration of its software.
2. Current Release; No Default. Priority 5 will not be obligated to provide any software services (i) for any installation of its software 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. 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 ANY SERVICES RENDERED EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN. The sole and exclusive remedy for any defect in the services being provided by Priority 5 shall be the replacement or repair of such defect or, at the election of Priority 5, the return of any fee paid for such services.
4. 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 ANY DEFECT OR DEFICIENCY IN PROVIDING SERVICES, 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 FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED THE AMOUNT OF THE SERVICE FEES PAID TO PRIORITY 5 ON ACCOUNT OF SUCH SERVICES.
5. 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.
6. General Provisions. Any agreement for services shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Massachusetts; and any action or proceeding brought to enforce any term or condition of any such agreement or to seek any damages on account of a breach of any such agreement and any other action or proceeding brought with respect to any such agreement 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.