

TACCS™-DI LOCAL GOVERNMENT PROGRAM CONDITIONS

1. Program Conditions. These Program Conditions (the “Conditions”) apply to each software license granted by Priority 5 Holdings, Inc. (“Priority 5”) as a fully paid up license to a local government department or agency for Priority 5’s TACCS™-DI software (each a “License”) and to each application by a local department or agency (each an “Application”). Capitalized terms used in the Conditions have the respective meanings for such terms set forth in the License.
2. Applications. Priority 5 is offering a limited number of local governmental agencies licenses for free access, for a limited term, to a cloud deployment of a focused version of the Software for 10 concurrent users to monitor the status of the Covid-19 outbreak in their respective jurisdictions and to inform the management of their responses. Priority 5 will issue licenses to each verified, eligible and accepted department or agency as described in the Conditions. Access to TACCS™-DI will be licensed only in accordance with the terms and conditions of this Agreement. Applications will not be effective if the applicant representative is not authorized to accept such terms and conditions. Such acceptance will not obligate Priority 5 until Priority 5 shall have provided its link to the representative or the agency or department. Priority 5 shall have the right to decline applicants and to limit the number of accepted applicants from time to time, in each case at its unfettered discretion.
3. Process. Applicant’s representative shall complete an Application by providing the information requested by Priority 5, all of which is required, as follows: name and mail address of government agency or department end-user; contact information for authorized representative (name, title, email, email to which link is to be sent if different, office telephone, mobile telephone); and accept the license and program conditions. Upon acceptance of an Application, Priority 5 will provide, to the email designated in the Application, a link to enable ten concurrent users designated by the representative to access the features of the Software available on an AWS server using Android or IOS mobile devices. Up to two of those users will be able to download and install, on a computer with a Windows 10 operating system and appropriate video card, Software to allow the Licensee to control certain features of the Software and the data to be entered. Priority 5 shall have the right to verify information provided in an Application.
4. Software. The term “Software” as used in this Agreement to also refer to, and shall include, any Software, whether downloaded as a client in a client/server architecture or as a mobile application; installed in an on-premises deployment; in a software-as-a-service deployment; in a deployment on a hosting facility under the control of Licensee; as part of a deployment in a back-up, mirror, staging or other non-production environment; or in another deployment of any nature, individual components or copies of any components of the hosted Software, including any downloads of any copies of such components or the hosted Software. The term “Software” also includes such additional computer software that shall have been made available to Licensee prior to the Expiration Date, and to copies of any mobile telephone application that may be separately downloaded for use in conjunction with the Software, which application shall be governed by the License and the Conditions notwithstanding the provisions of any other license agreement to which such application may otherwise be subject. The term “Software” does not include source code.
5. Grant of License. Priority 5 shall have the right at any time and from time to time to audit the extent to which Licensee has used or permitted or enabled the access and use of the Software to determine whether such access or use is at variance with the numbers, classes, Permitted Users or at variance with the intent of the License Grant.
6. Deployment. (a) Priority 5 shall not be responsible for providing digital imagery or other information for use as the underlying locational reference of any Software, nor shall it be responsible for providing any other data or access to the internet or any other network, nor shall it be responsible for connectivity to any Third Party Provider facility on which the Software may be installed.
(b) The Software is intended to be installed and operated on computing devices having minimum technical specifications and meeting other requirements as specified by Priority 5, and Priority 5 shall not be responsible for the extent to which the Software (other than the Software) may operate in a manner other than that intended by Priority 5 when such Software is installed and operated on computing devices that do not meet such minimum technical specifications and other requirements. Priority 5 shall also not be responsible for the extent to which end-users of the mobile extension or mobile application may be unable to access the Software in the manner desired if such end-users are using a web browser or other software not supported by the Software.
7. Prohibited Activities. Except as otherwise expressly permitted in this Agreement, Licensee shall not agree to engage in, and shall not engage in (and the License Grant does not permit Licensee to engage in), any of the following actions or permit any of the following to occur, for the breach of which, in addition to whatever other remedies to which Priority 5 may be entitled, the License Grant for all Software shall immediately terminate without any further action on the part of Priority 5, any other provision of this Agreement notwithstanding:
 - (i) the translation, decompilation, disassembly, reverse compilation, reverse engineering, interrogation, or decoding of any Software or effecting in any other manner the reduction of all or any portion of the Software to human perceivable form except to the extent permitted by applicable law;

(ii) the creation of any work (whether written, audio or otherwise) that includes in any respect any portion of any of the Licensed Product, or the creation of any work that is a derivative work of a Licensed Product, or the combination of the Software with any other software product, unless in any such case Priority 5 shall have given its prior express written consent thereto or shall have configured the Software, at the request of Licensee, to enable the same;

(iii) the copying of all or any portion of the Software into a computer memory or any other storage device of any nature that is available to be accessed by the internet, by any network or by any remote connection, except as may be otherwise expressly permitted by this Agreement;

(iv) the copying of any portion of a Licensed Product, or the copying of any screen shots or other images or reports produced by the Software, except in a manner consistent with the uses expressly permitted by this Agreement;

(v) the bypassing or deletion of any copy protection methods that are intended to prevent the unauthorized copying or use of any Licensed Product;

(vi) the purported granting of any sublicense for any Licensed Product other than as expressly permitted hereby;

(vii) the removal or obliteration, in whole or in part, or the violation of any term or condition, of any legend, copyright notice, label, mark, license or terms of use set forth or referred to in any Licensed Product;

(viii) the installation of any portion of the Software on any computer other than the computer on which such Software has been installed by Priority 5 unless as otherwise expressly permitted by this Agreement, or the transfer of the possession of the computer on which any portion of the Software has been so installed to anyone other than Licensee, or the use of the Software by any individual other than a Permitted User, in each such case except as may be otherwise expressly permitted by this Agreement;

(ix) the use of Software to provide services to a third party, or the use of Software in a rental, leasing, service bureau or software-as-a-service arrangement except as may be otherwise expressly permitted by this Agreement;

(x) the transfer, exporting or re-exporting of any portion of any of the Software in violation of the export control laws of the United States;

(xi) the grant of authorization to access the Software to any person to whom the transfer or export of the Software would be prohibited by any export control laws or regulations of the United States; or

(xii) the continued use of any of the Licensed Products after the License Grant shall have been terminated or shall have expired.

8. Intellectual Property. (a) Neither the License Grant, nor any other document entered into by Priority 5 in connection with this Agreement, creates any right on the part of Licensee in or to intellectual property embodied in the Licensed Products except as expressly set forth in this Agreement. Licensee will give Priority 5 proper acknowledgement wherever any portion of the Licensed Products are referenced or used; and will take no action to obscure, remove or alter any copyright notice or trademark, including, without limitation, those of Priority 5.

(b) Licensee will

(i) use reasonable efforts to protect such intellectual property rights and cooperate in Priority 5's efforts to protect such intellectual property rights, including placing all copyright notices and other indications of Priority 5's rights on all Licensed Products and all other property of Priority 5 that are utilized by Licensee and as Priority 5 may, from time to time, instruct, and

(ii) notify Priority 5 promptly of any known or suspected breach or infringement of any such rights that may come to Licensee's attention.

(c) The Licensed Products are a "commercial item," consisting of "commercial computer software," "computer software documentation," "commercial computer software documentation" and "technical data" as all such terms are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement. It is provided to the U.S. Government only as a commercial item. Consistent with FAR §12.212 and DFARS §227.7202, all U.S. Government end-users acquire the Licensed Products with those rights and restrictions as set forth herein.

9. U.S. Export Law. Each download of a component of Software contains "encryption software," as such term is defined in the Export Administration Regulations. *The Software is controlled by the U.S. Government and authorized for export only in accordance with applicable law. The Software may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than Licensee, either in its original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.*

10. Data Privacy. PRIORITY 5 IS NOT RESPONSIBLE FOR COMPLIANCE ON THE PART OF ANY LICENSEE WITH ANY APPLICABLE DATA PRIVACY LAWS THAT WOULD GOVERN THE USE OR DISCLOSURE OF DATA THAT ITS USERS MAY ENTER INTO THE SOFTWARE. IT IS THE RESPONSIBILITY OF LICENSEE TO ENSURE THAT NO DATA ARE USED OR DISCLOSED BY ANY OF ITS USERS IN A MANNER THAT WOULD CONSTITUTE A VIOLATION OF APPLICABLE LAWS AND REGULATIONS. ANY DATA STORED IN THE SOFTWARE AT THE END OF THE LICENSE TERM WILL BE DELETED BY THE AWS HOSTING FACILITY OR PRIORITY 5 AFTER

TWELVE HOURS FOLLOWING LICENSE TERMINATION OR EXPIRATION IF NOT SOONER DOWNLOADED OR DELETED BY THE END-USER.

11. Interfaces and Data Management. (a) Priority 5 shall not be responsible for, and shall have no liability for the actions or omissions of Licensee in,

(i) using the functionality and application programming interfaces (APIs) available to end-users as features and functions of the Software to select and integrate electronic data sources (public or proprietary) that provide data for use in the Software, and

(ii) entering, verifying, triaging, managing, modifying, protecting and deleting any data associated with or used by the Software in any respect.

(b) Priority 5 shall have the right to duplicate, anonymize, aggregate, display, reproduce and publish data entered into the Software for the purposes of better representing the condition and extent of the COVID-19 infection and response for public health and public safety purposes.

12. Use by Third Parties. (a) Use of the Licensed Products is solely at the risk and expense of Licensee.

(b) Licensee may not deliver to a third party a computer upon which any portion of the Software is installed, or deliver to a third party any user name, password, URL or other information that would enable such third party to download any portion of the Software or access the Software, in any case unless

(i) such third party is a Permitted User and the use of the Software is a Permitted Use; and

(ii) the same is expressly permitted as otherwise set forth in this Agreement and would not otherwise constitute a breach or violation of, or default under, this Agreement.

Any such delivery shall be the responsibility of, and at the risk of, Licensee.

13. Default. In the event of any such default, breach or violation of this Agreement, Priority 5 shall be entitled to pursue all remedies available to it at law, in equity or under this Agreement, including, without limitation, damages and injunctive relief. If any default, breach or violation of any term or condition by Licensee or any such person shall occur hereunder, in addition to any other remedies to which Priority 5 may be entitled, Priority 5 shall be entitled, by written notice to Licensee, to terminate either or both of the License Grant and this Agreement. Priority 5 also shall be entitled to recover any damages it may incur as a result of such default, breach or violation of this Agreement, including Priority 5's costs and reasonable attorneys' fees.

14. Expiration and Termination of License Grant. (a) Upon expiration or termination of the License Grant as to any Licensed Product, Priority 5 (or any Third Party Provider on behalf of Priority 5) may immediately terminate any access on the part of Licensee to any Licensed Product and delete any copies of any Licensed Product on any computing devices available to Licensee, all without notice to Licensee. After any such expiration or termination, Licensee may no longer copy, use, distribute or exercise any other right hereunder with respect to any Licensed Product. If a copy of any Licensed Product shall remain on any computing device in the possession of Licensee after such termination or expiration, Licensee may not transfer possession or control of such computing device to any third party. The License Grant for any Software component with respect to any individual end-user shall terminate upon the download of a replacement (update or upgrade) or duplicate of such Software component by or on behalf of such end-user.

(b) If Licensee shall not have removed or deleted any data stored with any Software or deleted any APIs other than those provided with the Software by Priority 5 within 12 hours after any termination or expiration of the License Grant for the hosted Software, Priority 5 (and any entity having control of the compute resources containing any such data, upon the instructions of Priority 5 or otherwise on its own initiative) shall have the right, but not the obligation, to delete (but not otherwise remove) any and all such data residing in storage media under its control and any such APIs at any time after the expiration of such 12 hour period; and neither Priority 5 nor any such other entity shall have any liability to Licensee or any third party for so doing.

(c) No expiration or termination of the License Grant shall affect the right of Priority 5 to enforce all of its rights under any other provision of this Agreement or under applicable law.

(d) Payment to Licensee of the Refund Amount as provided in the License or as provided in any other terms and conditions applicable to Priority 5 shall constitute a termination of the License Grant.

15. Third Party Code. The Software may include object code licensed by Priority 5 from third parties and object code compiled from open source software ("Third Party Code"). Notices regarding Third Party Code are included in the Software. Such notices can be found in the "About" file, which also contains information on how to obtain source code for any such Third Party Code if Licensee shall be entitled to do so.

16. Notices. All notices and other communications in connection with the License shall be made in writing, shall be addressed to the party intended to receive the same at its address as set forth herein and shall be communicated using a means of communication that enables the sender to receive confirmation of receipt of such communication by the addressee.

17. Amendment; Waiver; Assignment. This Agreement supersedes all prior negotiations, samples, demonstrations, understandings and agreements relating to any of the Licensed Products. This Agreement shall not be altered or amended

except by another written agreement to the effect that such other document is an amendment to this Agreement. No purchase order or other document of Licensee shall in any way change or add to the terms and conditions of this Agreement. No waiver shall be effective unless the same shall be in writing and contain a specific reference to the provision to be waived. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Licensee may not assign to any other person any of Licensee's rights under this Agreement.

18. Enforcement; Jurisdiction. If any provision of this Agreement is found to be invalid or unenforceable, the License Grant shall immediately terminate and be of no further force and effect. The governing language of this Agreement is English. Except to the extent otherwise provided by applicable law, this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflicts of law provisions. This Agreement shall not be subject to the United Nations Convention on Contracts for the International Sale of Goods. Except to the extent otherwise provided by any applicable law, 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, any of the Licensed Products, any information contained therein or any acts relating thereto may only be brought in the federal or state courts sitting in Suffolk County, in the Commonwealth 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. Licensee's failure to comply with, or its default under, any term or condition of this Agreement would cause irreparable harm to Priority 5 for which Priority 5 would have no adequate remedy at law. Therefore, Priority 5 shall have the right, in addition to any other rights Priority 5 may have at law or in equity, to immediate injunctive relief enjoining any such failure or default, actual or threatened. Licensee hereby waives the necessity of the posting of any form of bond relating to the issuance of injunctive relief.

19. Maintenance and Support. (a) Priority 5 or the Third Party Provider may take the Software out of service for approximately one hour on any day, at its discretion and without notice, to conduct software updates and maintenance for the cloud deployment of the Software. Priority 5 will endeavor to limit such services outages to between the hours of midnight and 2 AM Boston time.

(b) Priority 5 will respond to inquiries of end-users that concern the performance and use of Licensee's software and that are transmitted (1) through the customer support web portal (<https://support.priority5.com>), (2) by email (support@priority5.com), or (3), in case of emergencies, via the 24 hour customer support number (877-463-5088). Inquiries should include a detailed description of the issue, any actions taken and the results obtained. When possible, screenshots or short videos should be included with the inquiry.

(c) The web portal requires a user account for direct access to the knowledge base, previously asked questions, user manuals and other software documentation provided on the support portal. Priority 5 will provide accounts to Permitted Users in connection with the initial deployment of its software, and thereafter as reasonably requested. If an individual end-user does not have an account on the web portal, the end-user will need to submit an inquiry using the support email or via telephone. In conjunction with that submission, Priority 5 will create an account for such end-user for future communications.

(d) Priority 5's response time for any inquiry will be based on the importance of the operational condition to which the inquiry relates. Inquiries that, if not responded to immediately, would not result in a significant impairment of operational capability will be responded to on the next business day. The priority of resolution of any identified issue will be determined based on the level of actual or potential impairment of Licensee's operations and the level of complexity of the solution as determined by Priority 5. A timeframe for issue resolution will be determined by Priority 5 customer support during the initial review period.

(e) Priority 5 will notify Licensee, via email or the support portal, of new software upgrades as well as any patches and updates as they become available. The notification will include release notes explaining any new features or fixes to the previous version of the software. Priority 5 will remotely update the Software during maintenance periods set forth above.

(f) 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 its general support standards as set forth from time to time at <https://priority5.com/support-maintenance/> and this Agreement.

(g) Priority 5 does not provide technical support for problems of compatibility between the Software and any other computer programs or equipment other than the computer on which a copy of the hosted Software has been installed by Priority 5. Priority 5 does not provide maintenance and support for any backup installation unless separately obligated to do so.

(h) Priority 5 will not be obligated to provide any software support (i) for any installation that does not incorporate all previously distributed updates and upgrades 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.

(i) Priority 5 shall not be obligated to provide support for any defect if the third party or customer 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. Priority 5 shall not be obligated to undertake any travel or incur any travel or other expenses, or provide support other than via telephone or electronic mail.

(j) The description of the support obligations of Priority 5 as set forth in the Priority 5 website

(<https://priority5.com/support-maintenance/>) are modified by the 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.