

**GENERAL SERVICES ADMINISTRATION  
AUTHORIZED SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

**FEDERAL SUPPLY SCHEDULE 70  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE and SERVICES**

**CONTRACT NUMBER:** GS-35F-0152X

**CONTRACT PERIOD:** December 28, 2010 through December 27, 2020

**PRICELIST CURRENT THROUGH:** Modification 29 dated October 7, 2015

For more information on ordering, visit [www.gsa.gov/schedules](http://www.gsa.gov/schedules)

**CONTRACTOR:** Priority 5 Holdings, Inc.  
175 Highland Avenue  
Suite 405  
Needham MA 02494  
617-391-9504 (telephone)  
781-400-5607 (facsimile)  
[www.priority5.com](http://www.priority5.com)

**CONTRACTOR'S POINT OF CONTACT FOR CONTRACT ADMINISTRATION:**

Ginny Friedman  
Director, Business Operations  
Priority 5 Holdings, Inc.  
175 Highland Avenue  
Suite 405  
Needham MA 02494  
617-391-9504 (telephone)  
781-400-5607 (facsimile)  
[ginny@priority5.com](mailto:ginny@priority5.com)

**BUSINESS SIZE:** Small

## CONTRACTOR INFORMATION

**1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

SIN 132-32 Term Software License and Maintenance as a Product  
SIN 132-33 Perpetual Software License and Maintenance as a Product  
SIN 132-51 Information Technology Professional Services

**1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:**

Not Applicable

**1c. HOURLY RATES:** See Section 29, below.

**2. MAXIMUM ORDER:** See NOTE TO ORDERING ACTIVITIES (below)

SIN 132-32 \$500,000  
SIN 132-33 \$500,000  
SIN 132-51 \$500,000

NOTE TO ORDERING ACTIVITIES: \*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned Contactor for a better price. The Contractor may (1) offer a new price for this requirement, (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

**3. MINIMUM ORDER:** \$100

**4. GEOGRAPHIC COVERAGE:** Domestic

**5. POINT(S) OF PRODUCTION:** Needham, Massachusetts USA

**6. DISCOUNT FROM INTERNAL RATE:**

The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

**7. QUANTITY DISCOUNT:** None

**8. PROMPT PAYMENT TERMS:** Net 30 Days

**9. GOVERNMENT PURCHASE CARD:**

Accepted for sales at or below the micro-purchase threshold.

Acceptance for purchases above the micro-purchase threshold will be determined on a procurement-by-procurement basis.

**10. FOREIGN ITEMS:** None

**11a. TIME OF DELIVERY:**

SIN 132-32 Thirty (30) days After Receipt of Order

SIN 132-33 Thirty (30) days After Receipt of Order

SIN 132-51 Negotiated at the Task Order Level with the Ordering Activity.

**11b. EXPEDITED DELIVERY:**

Please contact the Contractor for availability and rates.

**11c. OVERNIGHT AND 2-DAY DELIVERY:**

Please contact the Contractor for availability and rates.

**11d. URGENT REQUIRMENTS:**

Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

**12. FOB POINT:** Destination

**13a. ORDERING ADDRESS:**

Ginny Friedman  
Director, Business Operations  
Priority 5 Holdings, Inc.  
175 Highland Avenue  
Suite 405  
Needham MA 02494  
617-391-9504 (telephone)  
781-400-5607 (facsimile)  
ginny@priority5.com

**13b. ORDERING PROCEDURES:**

Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage ([fss.gsa.gov/schedules](http://fss.gsa.gov/schedules)).

**14. PAYMENT ADDRESS:**

Ginny Friedman  
Director, Business Operations  
Priority 5 Holdings, Inc.  
175 Highland Avenue  
Suite 405  
Needham MA 02494  
617-391-9504 (telephone)  
781-400-5607 (facsimile)  
ginny@priority5.com

**15. WARRANTY PROVISION:**

SIN 132-32 30 days (see TACCS License Agreement, Section 30)  
SIN 132-33 30 days (see TACCS License Agreement, Section 30)  
SIN 132-51 Delivered, As Negotiated

**16. EXPORT PACKING CHARGES:** Not Applicable

**17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**

Please contact the Contractor for terms and conditions of acceptance.

**18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):**

Not Applicable

**19. TERMS AND CONDITIONS OF INSTALLATION:** Not Applicable

**20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):**

Not Applicable

**20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES:**

Not Applicable

21. **LIST OF SERVICE AND DISTRIBUTION POINTS:** Not Applicable

22. **LIST OF PARTICIPATING DEALERS:** None

23. **PREVENTIVE MAINTENANCE:** None

24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):**

None

24b. **SECTION 508 COMPLIANCE FOR ELECTRONIC and INFORMATION TECHNOLOGY:**

Please refer to [www.priority5.com](http://www.priority5.com).

25. **DUNS NUMBER:** 205259283

26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:**

Contractor has an Active Registration in the SAM database.

27. **LABOR CATEGORY DESCRIPTIONS**

The Contractor provides programming services to develop custom plug-ins to configure TACCS™ for specific customer applications. This work is performed on either a negotiated firm fixed price (preferred), or labor/hours basis based on the following labor categories and rates:

**Sr VP/Sr Project Manager/Senior Subject Matter Expert**

Description: Considered an expert/authority in their discipline typically with an advanced degree and 15+ years experience, a bachelor's degree with 17+ years experience or equivalent, or recognized expertise resulting from extensive field experience; supervises the development and application of advanced concepts, techniques and standards; develops solutions to complex problems requiring a high degree of ingenuity and innovation; self-supervisory, serving as a consultant to top management; erroneous decisions would result in failure to achieve goals critical to major objectives of the organization; prime consultant and spokesperson for the organization on highly significant matters relating to policies, programs, capabilities, and long-range goals and objectives; managerial/leadership experience or necessary skills.

**VP/Project Manager/ Subject Matter Expert**

Description: Considered an expert/authority in their discipline typically with an advanced degree and 12+ years experience, a bachelor's degree with 14+ years experience or equivalent, or recognized expertise resulting from extensive field experience; develops and applies advanced concepts, techniques and standards; develops solutions to complex

problems requiring a high degree of ingenuity and innovation; works under consultative direction toward long-range goals and objectives; virtually self-supervisory, often serving as a consultant to top management; erroneous decisions would result in failure to achieve goals critical to major objectives of the organization; prime consultant and spokesperson for the organization on highly significant matters relating to policies, programs, capabilities, and long-range goals and objectives; managerial/leadership experience or necessary skills.

### **Senior Engineer/Senior Programmer/Subject Matter Expert**

Description: Emerging authority typically with an advanced degree and 7+ years experience or bachelors with 9+ years experience or equivalent; applies extensive expertise; solves complex problems that require the regular use of ingenuity and creativity; work is performed without appreciable direction and is reviewed for desired results at relatively long intervals; erroneous decisions would normally result in failure to achieve major organizational objectives or in the expenditure of extensive company resources; may function in project leadership roles and represents the organization as prime customer contact on significant technical matters on contracts.

### **Engineer/Programmer**

Description: Career level individual typically with an advanced degree and 3+ years experience or bachelors with 5+ years experience or equivalent; capable of wide application of principles, theories, and concepts in designated field and able to provide solutions to a wide range of difficult problems with imaginative and thorough solutions; works under general direction, and results are reviewed upon completion for adequacy in meeting objectives; failure to achieve results normally results in serious program delays and considerable expenditure of resources; frequent internal and external customer contacts and represents the organization in providing solutions to difficult technical or business issues associated with specific projects.

### **Analyst/Senior Admin**

Description: Entry-level to experienced, but still a learner typically with an advanced degree and 0-1+ year experience or bachelor's degree and 0-3+ years experience or equivalent; solves problems of limited to moderate scope and complexity, work is closely supervised following established policies and procedures or under very general supervision; contacts are primarily with immediate supervisor and within company or group but may be external as well; errors in judgment would normally require a moderate expenditure of resources to rectify.

## **Addendum 3 - Standard Terms and Conditions For Professional Software Services**

### **PRIORITY 5 HOLDINGS, INC.**

#### **STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL 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 professional software services.

2. Current Release; No Default. Priority 5 will not be obligated to provide any software services (i) for any installation of TACCS™ or any TACCS™ Plug-In 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 SOFTWARE PREPARED IN SATISFACTION OF ITS OBLIGATIONS HEREUNDER. The sole remedy for any defect in the professional 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 professional 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 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 PROFESSIONAL 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 PROFESSIONAL SERVICE FEES PAID TO PRIORITY 5 ON ACCOUNT OF SUCH PROFESSIONAL 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 professional 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.

## **28. DESCRIPTION OF PERPETUAL SOFTWARE LICENSES AND SERVICES**

There are five perpetual licenses options available for TACCS™ software. Each license is assigned to a single machine, which, with the exception set forth in the broadcast license, may be connected to a computer network only for the purposes of data input or networking with other TACCS™ licensed computers. Each license is subject to terms and conditions set forth in Addendum 1. A description of each license option is as follows; this description does not address licenses supplied by third party data providers such as DigitalGlobe.

TACCS™ Multi-User Workgroup (Enterprise Server) License. This software is delivered pre-installed on a Linux server conforming to Priority 5 performance specifications. This license also entitles the user to one Workstation License as described below. This installation is a full-featured version of TACCS™ and its database, which, as the name indicates, is capable of sharing data with multiple workstations. Any workstation may be designated as the control unit, which determines the imagery and simulated conditions (the “canvas”) viewed by the other workstations. Using the resulting canvas, any workstation may perform data queries.

TACCS™ Desktop (Single-user Workgroup) License. This software is delivered pre-installed on a Windows 7 or XP PC and touch display (if desired) supplied by the user and conforming to Priority 5 performance specifications. This license provides a level of independent operation beyond that of a Workstation License and a user may operate either as part of a multi-user workgroup or independently in conjunction with a TACCS™ server. In the single-user mode, the user may control the imagery, initiate a simulation, and store asset data in a local database.

TACCS™ Workstation License. This software is delivered pre-installed on a Windows 7 or XP PC and touch display

(if desired) supplied by the user and conforming to Priority 5 performance specifications. This installation requires access to a TACCS™ server. While a user on a workstation may perform data queries, only the workstation designated as the control unit may change the imagery, edit the asset database, or initiate a simulation. All workstations share the same canvas.

The purpose and concept of operation with the use of multiple workstations within a network is to support a focused common operating picture (COP) in which multiple and possibly distributed network users share the same area of interest and are hence looking at the exact same geographic view. Additionally, this mode supports redundant system coverage should the control unit become disabled and immediate and identical coverage is needed.

TACCS™Mobile. TACCS™Mobile extends the power of TACCS™ situational awareness to first responders in the field. TACCS™Mobile allows first responders and agents in the field to interact with your TACCS™ server. The field agents can be tracked on the canvas and have the ability to both receive information from TACCS™ and submit live reports, including images, back to the server. This provides field personnel and EOC operators a complete understanding of an ongoing event.

TACCS™-ISE. TACCS™-ISE provides out-of-the-box capability to aggregate the disparate information sources needed to support the decision making process, coordinate operational plans between divisions and agencies, process alerts and incidents, and identify potential threats. While TACCS™-ISE does not provide live state tracking of asset operational status or what if analysis, a full credit of the amount paid for the ISE license is provided should you decide to upgrade at a later date.

**TACCS™ LICENSE TYPES AND CAPABILITIES**

Feature	TACCS™ Multi-user Workgroup (Enterprise Server) (1)	TACCS™ Workstation	TACCS™ Desktop (Single-user Workgroup) License
TACCS™ Netcentric Database	•		
Workgroup Collaboration	•	•	(2)
Access to Netcentric Database		•	•
Canvas Imagery Control	•	(3)	•
Alert/Incident/Event Management	•	•	•
Create/modify Interdependency Models	•	(3)	•
Add Asset Information to the Database	•	•	•
Event Modeling and Simulation	•	(3)	(4)
Asset state notification	•	•	•
Modify asset state	•	(3)	(4)
View Shared Simulations		•	•

Notes:

1. All TACCS™ installations must include at least one server license
2. Desktop users may also log into a multi-user workgroup
3. Any single workstation/desktop unit may be selected to control the TACCS™ canvas and UnitySM at a given time
4. Desktop users may perform independent simulations

**MAINTENANCE OPTIONS**

Annual maintenance agreements, which entitle users to a specified level of user support and updates, are also available. Maintenance agreements are subject to the terms and condition set forth in Addendum 2.

Priority 5 Holdings, Inc., offers support for TACCS™ as follows:

Maintenance Element	Premier Support
Email user support	24/7 4 Hour Response
Telephone support	24/7 Immediate Assistance
Customer focused support team	Yes
TACCS™ interoperability support	Yes
Software updates for installed release	Yes
Alerts and notifications	Yes

Notes:

1. Response times are determined by customer-defined priority.  
Times shown are for issues identified as Critical.

## 29. SOFTWARE AND LABOR CATEGORY PRICING

### SIN 132-33 - PERPETUAL SOFTWARE LICENSES

Product	Government Price Including IFF (0.75%)
TACCS™ Multi-user Workgroup and Enterprise Server with Work Station (maintenance included for any extensions installed on server)	\$43,070.63
Additional TACCS™ Work Station	\$4,785.63
TACCS™ Single User Workgroup on Extension Server	\$5982.03
TACCS™ ISE Multi-user Workgroup and Enterprise Server with Work Station (maintenance included for any extension installed on server)	\$14,356.88
Enterprise Server TACCS™ Mobile Extension	\$19,142.50
Enterprise Server TACCS™DST Extension	\$4,785.63

### SIN 132-32 - TERM SOFTWARE LICENSES

Product	Government Price Including IFF (0.75%)
TACCS™ Mobile 10 Users (10 user minimum) One Year	\$478.54 each
TACCS™ Mobile 11-40 Users One Year	\$334.99 each
TACCS™ Mobile 41-100 Users One Year	\$239.28 each
TACCS™ Mobile >100 Users One Year	\$143.57 each

### SIN 132-33 - TACCS™ SOFTWARE MAINTENANCE AS A PRODUCT

Period of Performance -One Year (beginning in 2013)	Premier Support Government Price Including IFF (0.75%)
TACCS™ Multi-user Workgroup and Enterprise Server with Work Station (maintenance included for any extensions installed on server)	\$38,285.00
Additional TACCS™ Work Station	\$1,914.25
TACCS™ Single-user Workgroup on Enterprise Server	\$5,982.03
TACCS™ ISE Multi-User Workgroup and Enterprise Server with Work Station (maintenance included for any extensions installed on server)	\$4,785.63

**SIN 132-51 - INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

Labor Category	Government Price Including IFF (0.75%)
Senior Vice President/Senior Project Manager/Senior Subject Matter Expert	\$229.71
Vice President/Project Manager/Subject Matter Expert	\$191.43
Senior Engineer/Senior Programmer/Subject Matter Expert Engineer	\$153.14
Engineer/Programmer	\$124.43
Analyst/Senior Admin	\$95.72
Admin	\$62.21

## 30. TACCS License Agreement

### TACCS™ LICENSE AGREEMENT

This TACCS™ License Agreement (this “Agreement”) governs the use of the computer software described below (“Software”). This Agreement is being provided in connection with the General Services Administration Federal Supply (MAS) Schedule 70 Contract No. GS-35F-0152X and Authorized Catalogue Schedule/Price List (the foregoing MAS Schedule 70 contract and the Schedule 70 Contract No. GS-35F-0152X, together with any Purchase Order, as such term is defined below, are collectively referred to as the “Contract Document”). An ordering activity under the Contract Document (each, a “Licensee”) shall become bound by the terms and conditions of this Agreement (i) effective as of the date of its issuance of a purchase order under the Contract Document for any Software, (ii) effective as of the date of its granting of an award for the acquisition under the Contract Document of any Software, or (iii) effective upon its execution and delivery of a contract for the licensing of any Software to which the pricing terms of the Contract Document apply, such purchase order, award or contract being referred to as a “Purchase Order.” In the event of a conflict between any term or condition of this Agreement and the corresponding term or condition of a Purchase Order, the term or condition of the Purchase Order shall govern.

### TERMS AND CONDITIONS

1. Grant of License. Priority 5 Holdings, Inc., a Delaware corporation having at address at 175 Highland Ave., Suite 405, Needham, MA 02494 (the “Company”), grants to Licensee a non-exclusive license to reproduce and use, on one or more computers at the locations described in the applicable Purchase Order, one or more copies of Software in the quantities installed pursuant to such applicable Purchase Order, all under the terms and conditions set forth herein and in the Contract Document. The installation of any Software pursuant to a Purchase Order or any maintenance, support or other agreement as described below shall cause the Software described in such Purchase Order or installed pursuant to such maintenance, support or other agreement to be subject to the terms and conditions of this Agreement and, if applicable, the Contract Document. Each copy of the Software and the computer on which such Software shall be installed shall constitute a stand-alone installation, and shall not be connected to a computer network (including the internet) or to any dependent computer terminal by any means or for any purpose except (i) to the internet, or to a computer network controlled by Licensee, for the purpose of receiving digital imagery and other data inflows, (ii) to a computer network controlled by Licensee for the purpose of receiving data flows from equipment or software constituting a part of such network, and (iii) to the internet or such network for the purpose of networking with other computers operating licensed TACCS™-based software or for the purpose of enabling access, to the extent permitted by this Agreement, to Software by personnel using web browser capabilities as authorized by Licensee pursuant hereto. Upon payment of the license fee specified in the applicable Purchase Order, the grant of license made hereby shall be in effect for the term provided in Schedule 1 or such Purchase Order, subject to termination as provided herein. The Company shall not be responsible for obtaining digital imagery or other information for use as the underlying locational reference in conjunction with any Software, nor shall it be responsible for obtaining and maintaining access to the internet or any other network. Unless otherwise expressly provided herein or by Applicable Law (as such term is defined below), the grant of license made hereby does not include any right to distribute a copy of all or any portion of the Software, any right to sublicense, any right to make a derivative work, or any right to display any screenshot produced by the Software. The term “Software” means the computer software known as “Touch Assisted Command and Control System,” or “TACCS™”, all as further described in Schedule 1 hereto as the same may be amended from time to time and in the applicable Purchase Orders; related additional software provided as part of a TACCS™ installation; and all upgrades, updates and replacements thereof provided pursuant to any maintenance, support or other agreement (the foregoing also constitute the “TACCS™ software suite”). The term “Software” is also used herein to refer of different components of such software. Notwithstanding the foregoing, for the purposes of Section 7 of this Agreement, the term “Software” shall not include software licensed by the Company or by Licensee from third parties or compiled from open source code utilized by the Company. The

term “Documentation” means one or more user manuals and other documentation that describes one or more aspects of the Software for the benefit of end-users of the Software or their system administrators. The term “Licensed Product” means the Software and the Documentation. The term “Applicable Law” means the applicable laws and regulations of the United States, including without limitation the Contract Disputes Act (41 U.S.C. Chap. 71), the Anti-Deficiency Act (31 U.S.C. §1341), the Federal Acquisition Regulation (48 CFR §1.000 *et seq.*) and, to the extent applicable, corresponding acquisition regulations of the General Services Administration and other agencies of the United States and the applicable laws and regulations of individual states of the United States.

2. Term of License. The grant of license made by this Agreement (the “License Grant”) shall have a term commencing on (i) the date of delivery of the first computer upon which a copy of the Software is installed at a location described in the Contract Document, or (ii) the date of installation of the Software on the first designated computer at the location described in the Contract Document, or (iii) the date of first use of any Software component by Licensee for whatever purpose, whichever shall first occur; and shall continue for the term set forth in Schedule 1 or the applicable Purchase Order, subject to termination as provided herein or by Applicable Law.

3. Prohibited Activities. Except as otherwise expressly permitted in this Agreement or as otherwise expressly permitted as a matter of right by Applicable Law, Licensee agrees to not 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 the Company may be entitled, the License Grant shall immediately terminate without any further action on the part of the Company, 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;

(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 any Licensed Product with any other software or documentation, unless, in the case of such combination, the Company shall have given its prior written consent thereto or shall have configured the Software, at the request of Licensee, to enable such combination;

(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;

(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;

(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;

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

(viii) the installation of any portion of the Software on any computer other than the computer on which such Software has been installed by the Company, 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 person other than Licensee;

(ix) the use of the Licensed Product to provide services to a third party, or in a rental, leasing, service bureau or software-as-a-service arrangement; or

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

4. Intellectual Property. Each Licensed Product contains intellectual property that is owned by or licensed to the Company, and this Agreement does not transfer any ownership in such

intellectual property to Licensee or any other person. As between the Company and Licensee, the Company shall be deemed to be the owner of any copyright rights and inventions or discoveries relating to the Licensed Products, including any translations of any thereof. The License Grant creates no right on the part of Licensee in or to such intellectual property except as expressly set forth herein. Licensee will give the Company 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 the Company. To the extent applicable, the Licensed Products are protected by patent and trade secret laws, by the copyright laws of the United States of America and by international treaty. The Software is a "commercial item," as that term is defined at FAR §2.101, consisting of "commercial computer software" as such term is used in 48 C.F.R. §12.212 and in DFARS §252.227-7014. It is provided to the U.S. Government only as a commercial end item. Consistent with FAR §12.212 and DFARS §227.7202, all U.S. Government end users acquire the Software with only those rights set forth herein and in the Contract Document. Documentation provided by the Company and relating to the Software constitutes "computer software documentation" as defined in FAR §2.101 and in FAR §52.227-14, and "commercial computer software documentation" under DFARS §227.7202. Unless otherwise expressly permitted or prevented from doing so, as the case may be, by Applicable Law, Licensee will (i) not assert or claim any interest in, or do anything directly or indirectly that may adversely affect the validity of or infringe, any intellectual property rights of the Company, (ii) use reasonable efforts to protect such intellectual property rights and cooperate in the Company's efforts to protect such intellectual property rights, including placing all copyright notices and other indications of the Company's rights on all Licensed Products and all other property of the Company that are utilized by Licensee and as the Company may, from time to time, instruct, and (iii) will notify the Company promptly of any known or suspected breach or infringement of any such rights that may come to Licensee's attention.

5. Proprietary Information. The Licensed Products contain copyrighted and trade secret property of the Company and others, and are the subject of one or more patents or patent applications. The Company may disclose trade secret property and other proprietary information to Licensee (such trade secret and other proprietary information, which shall include computer software and any data provided as part of the Software, is referred to as "Proprietary Information"). Licensee will not use Proprietary Information except as permitted hereby or by the Contract Document, if applicable; and will not disseminate or in any way disclose Proprietary Information except to those persons who are employees or independent contractors of Licensee and who have the need to know such information (and, in the case of independent contractors, are obligated to maintain the confidentiality of such information). Licensee shall exercise, in the custody and control of Proprietary Information, at least the degree of care that it is obligated to exercise, under the Uniform Trade Secret Act or under Applicable Law, for the protection of trade secrets, and such additional care as it may exercise with respect to its own trade secrets.

6. Injunctive Relief. Licensee acknowledges that its unauthorized use or disclosure of Proprietary Information would cause irreparable harm to the Company for which the Company would have no adequate remedy at law. Therefore, the Company shall have the right, in addition to any other rights the Company may have at law or in equity, to immediate injunctive relief enjoining any such unauthorized use or disclosure, actual or threatened, but only to the extent not prohibited by Applicable Law. Licensee hereby waives the necessity of the posting of any form of bond relating to the issuance of injunctive relief.

7. Warranties. The Company warrants that the Software, for sixty days after the installation thereof on a computer that has been specified by Licensee and that is in compliance with the requirements of the Company, both as to operating systems and other software and as to the configuration and capabilities of such computer, will operate substantially in accordance with the specifications and architectures of such Software. The Company further warrants that the Software, to the knowledge of the Company, does not infringe upon any intellectual property right of any third party. THE COMPANY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF WHATEVER NATURE, EXPRESS OR IMPLIED, NOT EXPRESSLY

STATED AS SUCH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT

8. Exclusive Remedy. Notwithstanding any other provision of this Agreement or the Contract Document, the sole and exclusive remedy of Licensee for the failure of Software to comply with any representation or warranty, express or implied, unless Applicable Law otherwise requires, shall be the replacement or repair of such Software or, if such Software has not been placed in a condition of compliance with such representation or warranty within a reasonable period of time, the return of a portion of the license fee therefore (the "Refund Amount") as follows: (1) in the case of Software components licensed for a fixed period (not perpetual), the amount of the license fee for the then current license period but not greater than the license fee for one year; and (2) in the case of Software components licensed pursuant to perpetual license terms, the amount of the perpetual license fees for such components multiplied by a fraction the denominator of which is 5 and the numerator of which is the excess of 5 over the number of full years (measured as 12 full calendar months) of such perpetual term that have already expired. In the event of any infringement, Licensee shall promptly cease use of the Software or, if provided with a patch, work-around or other means by which to eliminate such infringement, install or institute such measure to as to eliminate any on-going infringement.

9. Limitation of Consequential Damages. UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW AND WITHOUT REGARD TO A FINDING THAT ANY REMEDY HEREUNDER SHALL HAVE FAILED OF ITS ESSENTIAL PURPOSE, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM ANY CIRCUMSTANCE (INCLUDING, WITHOUT LIMITATION, THE USE OF OR INABILITY TO USE ANY LICENSED PRODUCT, INFRINGEMENT, LOSS OF PROPERTY, PERSONAL INJURY, BREACH OF WARRANTY, LOSS OF PROFITS OR REVENUES OR INTERRUPTION OF BUSINESS). BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.

10. Limitation of Liability. IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO LICENSEE FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING FROM ANY CIRCUMSTANCE (INCLUDING, WITHOUT LIMITATION, THE USE OF OR INABILITY TO USE ANY LICENSED PRODUCT, LOSS OF PROPERTY, PERSONAL INJURY, BREACH OF WARRANTY, LOSS OF PROFITS OR REVENUES OR INTERRUPTION OF BUSINESS) OR UNDER ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, STRICT LIABILITY OR STATUTORY LIABILITY) EXCEED THE REFUND AMOUNT DETERMINED AT THE TIME THE LIABILITY AROSE.

11. 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 OF THIS AGREEMENT.

12. Use by Third Parties; Third Party Liability; Licensee's Indemnification. Licensee acknowledges that its use of the Licensed Products is at its own risk. **THE COMPANY SHALL HAVE NO LIABILITY TO LICENSEE, DIRECTLY OR INDIRECTLY, UNDER THIS AGREEMENT OR OTHERWISE, ON ACCOUNT OF CLAIMS MADE AGAINST LICENSEE BY ANY PERSON ARISING FROM THE USE OF THE SOFTWARE BY LICENSEE.** Licensee shall 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 wholly-owned subsidiary of Licensee, either direct or indirect, or (ii) the use thereof by such third party is expressly limited to collaborating with Licensee in the

prevention, avoidance or mitigation of, response to or recovery from one or more occurrences of common concern, including planning, analyses or training relating thereto, or (iii) the same is expressly permitted as set forth in Schedule 1. Any such delivery shall be at the risk of Licensee; and **THE COMPANY SHALL HAVE NO LIABILITY TO LICENSEE OR ANY SUCH THIRD PARTY, DIRECTLY OR INDIRECTLY, UNDER THIS AGREEMENT OR OTHERWISE, ON ACCOUNT OF CLAIMS MADE AGAINST LICENSEE BY ANY SUCH THIRDPARTY, OR AGAINST LICENSEE OR SUCH THIRD PARTY BY OTHERS ARISING FROM THE USE OF THE SOFTWARE BY LICENSEE OR SUCH THIRD PARTY.** Licensee shall obtain an acknowledgement from each such third party for the benefit of the Company that the use by such third party of the Software or any portion of the Licensed Product is at its own risk and is subject to the terms and conditions of this Agreement. To the extent not prohibited under Applicable Law, Licensee shall pay, and shall protect, indemnify and hold harmless the Company from and against, any liability, loss, damage, cost or expense, and any claims or causes of action of whatever nature, arising with respect to any third party from Licensee's exercise of its rights hereunder, or otherwise arising in connection with the use by Licensee of any Licensed Product, except for and to the extent of any claims of third parties for which the Company shall be held to have been directly liable to such third parties.

13. **Default.** If Licensee should default in the performance of its obligations under this Agreement or under the Contract Document, or if Licensee shall breach any other term or condition of this Agreement or the Contract Document, the Company, to the extent not prohibited by Applicable Law, may pursue all remedies available to it at law, in equity or under this Agreement, including, without limitation, damages and injunctive relief. Except as otherwise provided above, if any default or other breach of any term or condition shall occur hereunder, in addition to any other remedies that the Company may possess, the Company, to the extent not prohibited under Applicable Law, shall be entitled, by written notice to Licensee, to terminate the License Grant if Licensee shall have failed to cure such default or other breach within thirty days after having received notice thereof. The Company also shall be entitled to recover any damages it may incur as a result of the breach of this Agreement by Licensee, including the Company's costs and reasonable attorneys' fees. In no event shall the Company be in default of any obligation pursuant to this Agreement unless and until Licensee shall provide to the Company written notice of such asserted default; and the Company, after a reasonable time, shall have failed to remedy such asserted default or provide substitute performance therefor.

14. **Expiration and Termination.** Upon termination of the License Grant as to any Licensed Product, Licensee shall immediately cease all use of such Licensed Product and return to the Company all copies of such Licensed Product; or, at the Company's request, immediately destroy all copies of such Licensed Product, including all copies of the Software installed on any computer (in memory or storage) or on any other electronic storage device. No termination of the License Grant shall affect the right of the Company to enforce all of its rights under any other provision of this Agreement.

15. **Compliance with Laws.** Licensee shall comply with all laws and regulations applicable to the use and possession by Licensee of the Licensed Products, including, without limitation, the U.S. Foreign Corrupt Practices Act and the export control laws of the United States. Each copy of the Software contains "encryption software," as such term is defined in the Export Administration Regulations, and is classified as ECCN 5D002 under such regulations.

#### **SPECIAL EXPORT PROVISION**

PURSUANT TO THE EXPORT LICENSE UNDER WHICH THE SOFTWARE IS BEING PROVIDED TO LICENSEE (D455630), THE FOLLOWING RESTRICTIONS SHALL APPLY (BREACH OF WHICH SHALL IMMEDIATELY TERMINATE THE LICENSE GRANT, WHICH TERMINATION SHALL BE IN ADDITION TO ALL OTHER REMEDIES THAT MAY BE AVAILABLE AT LAW):

1. THE ENCRYPTION LICENSING ARRANGEMENT TO WHICH THE LICENSED PRODUCTS ARE SUBJECT AUTHORIZES EXPORTS,

REEXPORTS, AND TRANSFERS TO ALL "GOVERNMENT END-USERS" (DEPARTMENTS, AGENCIES AND ENTITIES) IN COUNTRIES IDENTIFIED IN SUPPLEMENT 3 TO PART 740. FOR COUNTRIES IN SUPPLEMENT 3 TO PART 740 ONLY, A PREVIOUSLY AUTHORIZED GOVERNMENT END-USER MAY TRANSFER POSSESSION OF THE ITEMS FROM ONE AGENCY OR INSTRUMENTALITY OF SUCH GOVERNMENT TO ANOTHER AGENCY OR INSTRUMENTALITY OF SUCH GOVERNMENT THAT OTHERWISE WOULD BE AN AUTHORIZED END-USER WITHOUT SUCH PRIOR AUTHORIZATION, PROVIDED THAT THE TRANSFEREE IS LOCATED IN THE SAME COUNTRY AS THE TRANSFEROR.

2. THE ENCRYPTION LICENSING ARRANGEMENT TO WHICH THE LICENSED PRODUCTS ARE SUBJECT AUTHORIZES EXPORTS AND REEXPORTS TO "GOVERNMENT END-USERS" (DEPARTMENTS, AGENCIES AND ENTITIES) IN COUNTRIES LISTED IN COUNTRY GROUP B THAT ARE NOT ALSO LISTED IN COUNTRY GROUP D:1, D:2, D:3 OR D:4 (SEE SUPPLEMENT NO. 1 TO PART 740 OF THE EXPORT ADMINISTRATION REGULATIONS), EXCLUDING ANY INTELLIGENCE OR MILITARY END-USERS/END-USES.

3. FOR ANY EXPORT, REEXPORT OR TRANSFER TO END-USERS/END-USES NOT AUTHORIZED BY CONDITION NO. 1 OR 2 OF THE ENCRYPTION LICENSING ARRANGEMENT TO WHICH THE LICENSED PRODUCTS ARE SUBJECT, SEPARATE U.S. GOVERNMENT AUTHORIZATION IS REQUIRED.

4. NO END-USER MAY RESELL, TRANSFER, OR REEXPORT THE ITEMS LISTED ON THIS LICENSE WITHOUT PRIOR AUTHORIZATION BY THE U.S. GOVERNMENT EXCEPT THAT:

(A) A PREVIOUSLY AUTHORIZED NON-GOVERNMENTAL END-USER MAY TRANSFER POSSESSION OF THE ITEMS TO ANY AFFILIATE OF SUCH END-USER (PARENT OWNING AT LEAST 80% OF THE EQUITY OF SUCH END-USER, WHOLLY-OWNED SUBSIDIARY OF SUCH END-USER OR ANOTHER WHOLLY-OWNED SUBSIDIARY OF SUCH PARENT), PROVIDED THAT THE TRANSFEREE IS LOCATED IN THE SAME COUNTRY AS THE TRANSFEROR; AND

(B) A PREVIOUSLY AUTHORIZED NON-GOVERNMENTAL END-USER MAY TRANSFER POSSESSION OF THE ITEMS TO ANY PURCHASER OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF SUCH END-USER PROVIDED THAT THE TRANSFEREE IS LOCATED IN THE SAME COUNTRY AS THE TRANSFEROR AND (B) THE TRANSFEREE WOULD OTHERWISE CONSTITUTE AN AUTHORIZED END-USER.

SUCH EXCEPTIONS SHALL NOT CONSTITUTE AUTHORITY TO TRANSFER POSSESSION IN A MANNER THAT WOULD CONSTITUTE REEXPORT OF THE ITEMS LISTED ON THIS LICENSE. THE FOREGOING CONDITIONS SHALL NOT IMPAIR THE AUTHORIZATION OF A LICENSEE/DISTRIBUTOR OF THE MANUFACTURER TO RESELL, TRANSFER OR REEXPORT THE ITEMS LISTED ON THIS LICENSE TO AUTHORIZED END-USERS FOR AUTHORIZED USES.

5. ANY ENTITY PURPORTING TO TRANSFER, EXPORT OR REEXPORT

ANY ITEMS LISTED ON THE EXPORT LICENSE D455630 TO ANY  
CONSIGNEE MUST INFORM CONSIGNEE OF ALL LICENSE CONDITIONS.

16. Technical Support. The Company shall be obligated to provide technical support for the Software only to those persons licensed to use the Software under paid up current licenses, and then only to those persons having maintenance agreements currently in effect. The Company 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 Software has been installed by the Company, provided that such computer has met the specifications provided by the Company.

17. General Provisions. (a) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns, and upon Licensee and its permitted successors and assigns under Applicable Law; and no other person shall have any rights hereunder. This Agreement supersedes all prior negotiations, samples, demonstrations and understandings between the Company and Licensee relating to the Licensed Products. Licensee shall not assign to any other person any of Licensee's rights hereunder or grant any sublicense, except as otherwise expressly permitted hereby or by Applicable Law.

(b) This Agreement shall not be altered or amended except by a written document signed by Licensee and a duly authorized representative of the Company. Except as otherwise expressly provided herein, no purchase order of Licensee shall in any way change or add to the terms and conditions of this Agreement; and 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.

(c) The TACCS™ software suite may include object code licensed by the Company from third parties and object code compiled from open source software ("Third Party Code"). Notices regarding third party code are included in the Software for Licensee's information only. Such notices can be found in the "About" file, which also contains information on how to obtain source code for such Third Party Code.

(d) If any provision of this Agreement is found to be invalid or unenforceable, the grant of license contained herein, to the extent not prohibited by Applicable Law, shall immediately terminate and be of no further force and effect.

(e) The governing language of this Agreement is English. To the extent not prohibited 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 conflict of laws provisions. This Agreement shall not be subject to the United Nations Convention on Contracts for the International Sale of Goods.

(f) To the extent not prohibited by Applicable Law, any action or proceeding brought by the Company 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 the Company or Licensee with respect to this Agreement, any of the Licensed Products, any information contained therein or any acts relating thereto shall be brought exclusively in the Commonwealth of Massachusetts. To the extent not prohibited by Applicable Law, the Company and Licensee hereby consent to the exclusive jurisdiction of such courts and agree to raise no objection to jurisdiction or venue in such courts.

(g) All notices and other communications in connection with this Agreement 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 by the addressee.

SCHEDULE 1 to END USER LICENSE - LICENSE AND SOFTWARE

1. Licenses and Software: A **TACCS™ Multi-user Workgroup and Enterprise Server with Work Station License** is a license for one (1) copy of the **TACCS™ Enterprise Server software** (which is to be installed on a computer server or a network of computer servers running a 64 bit Red Hat Enterprise Linux (RHEL x64 bit) operating system or equivalent) with one (1) copy of **TACCS™ Multi-user Workgroup software**; and one (1) copy of **TACCS™ Work Station software** (which is to be installed on a different computer running a 64 bit Windows 7™ or later operating system and is able to participate in a multi-user workgroup).

An **Additional TACCS™ Multi-user Workgroup on Same Enterprise Server License** is a license for one (1) copy of **TACCS™ Multi-user Workgroup software** that is to be installed on a computer that is already running at least one (1) copy of **TACCS™ Enterprise Server software** and at least one (1) copy of **TACCS™ Multi-user Workgroup software**.

A **TACCS™-ISE Multi-user Workgroup and Enterprise Server with Work Station License** is a license for one (1) copy of the **TACCS™-ISE Enterprise Server software** (which is to be installed on a computer server or a network of computer servers running a 64 bit Red Hat Enterprise Linux (RHEL x64 bit) operating system or equivalent) with one (1) copy of **TACCS™-ISE Multi-user Workgroup software**; and one (1) copy of **TACCS™ Work Station software** (which is to be installed on a different computer running a 64 bit Windows 7™ or later operating system and is able to participate in a multi-user workgroup).

An **Additional TACCS™-ISE Multi-user Workgroup on Same Enterprise Server License** is a license for one (1) copy of **TACCS™-ISE Multi-user Workgroup software** that is to be installed on a computer that is already running at least one (1) copy of **TACCS™-ISE Enterprise Server software** or **TACCS™ Enterprise Server software** and at least one (1) copy of **TACCS™-ISE Multi-user Workgroup software** or **TACCS™ Multi-user Workgroup software**.

An **Additional TACCS™ Work Station License** is a license for one (1) copy of **TACCS™ Work Station software** (which is to be installed on a different computer running a 64 bit Windows 7™ or later operating system and is able to participate in a multi-user workgroup).

Each installation of **TACCS™** or **TACCS™-ISE Enterprise Server software** or **TACCS™ Work Station software** includes: (i) the corresponding configuration of **TACCS™** or **TACCS™-ISE Enterprise Server software** or **Work Station software**, (ii) accompanying software libraries and (iii) a customized plug-in.

An **Enterprise Server TACCS™ DST Extension License** is a license for one (1) copy **TACCS™ DST Extension software**, which is installed

on a computer server on which **TACCS™ Enterprise Server software** is installed.

An **Enterprise Server TACCS™ Mobile Extension License** is a license for one (1) copy of **TACCS™ Mobile Extension software**, which is installed on a computer server on which **TACCS™ Enterprise Server software** is installed.

A **TACCS™ Mobile License** is a license that permits no fewer than ten (10) **TACCS™ Mobile** users to access and use **TACCS™ Mobile** features through the **TACCS™ Mobile Extension software** by means of an iPad® or other qualified mobile device.

An installation of the Software shall consist of an installation of at least one (1) copy of the **TACCS™** or **TACCS™-ISE Enterprise Server software**, with at least one (1) copy of the **TACCS™** or **TACCS™-ISE Multi-user Workgroup software**, and an installation of at least one (1) copy of the **TACCS™ Workstation software**. An installation that includes at least one (1) copy of the **TACCS™ Enterprise Server software** may also include one (1) or more copies of the **Enterprise Server TACCS™ DST Extension software**, and one (1) or more copies of the **Enterprise Server TACCS™ Mobile Extension software**. An installation of the Software that includes one (1) or more copies of the **Enterprise Server TACCS™ Mobile Extension software** may also include a license that permits a specified number of users to access the **TACCS™ Mobile** features.

2. Documentation: User Guide for the Software.
3. License Terms (in all cases subject to License terms and conditions):
- |   |           |
|---|-----------|
| <b>TACCS™ Multi-user Workgroup and Enterprise Server with Work Station License:</b>     | Perpetual |
| <b>Additional TACCS™ Multi-user Workgroup on Same Enterprise Server License:</b>        | Perpetual |
| <b>TACCS™-ISE Multi-user Workgroup and Enterprise Server with Work Station License:</b> | Perpetual |
| <b>Additional TACCS™-ISE Multi-user Workgroup on Same Enterprise Server License:</b>    | Perpetual |
| <b>Additional TACCS™ Work Station License:</b>  | Perpetual |
| <b>Enterprise Server TACCS™ DST Extension License:</b>                                  | Perpetual |
| <b>Enterprise Server TACCS™ Mobile Extension License:</b>                               | Perpetual |
| <b>TACCS™ Mobile License:</b>   | Annual    |

Addendum 2 – Software Maintenance as a Product Support Terms and Conditions (SIN 132-33)

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 TACCS™ or a TACCS™ plug-in 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 TACCS™ or, if applicable, a TACCS™ plug-in. 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 TACCS™ or a TACCS™ plug-in 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](http://www.priority5.com)) are modified by the terms of the 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 TACCS™ 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 ANY SOFTWARE PREPARED IN SATISFACTION OF ITS OBLIGATIONS HEREUNDER. The sole remedy for the failure of the Priority 5 to provide an effective fix or work-around for any defect in TACCS™ or any TACCS™ plug-in, as the case may be, shall be the replacement or repair of TACCS™ or such TACCS™ plug-in or, at the election of Priority 5, the return of the license fee therefore.
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 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, TACCS™ or ANY TACCS™ PLUG-IN, 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 AMOUNT OF THE FEE PAID BY LICENSEE FOR THE GRANT OF LICENSE FOR TACCS™.
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, TACCS™ or a TACCS™ plug-in, 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.