General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List

MULTIPLE AWARD SCHEDULE – MAS

CONTRACT NUMBER: GS-35F-0152X
CONTRACT PERIOD: December 28, 2020 through December 27, 2025

Address: 75 Second Ave., Suite 450, Needham MA 02494
Phone: (617)-391-9504
Website: www.priority5.com
Contract Administrator: Ginny Friedman
Email: ginny@priority5.com
Business Size: Veteran Owned Small Business

PRICELIST CURRENT THROUGH: Modification 52 dated September 12, 2022
CONTRACTOR INFORMATION

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

SIN 511210  Term Software License and Maintenance as a Product
SIN 51451S  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):

<table>
<thead>
<tr>
<th>SIN</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$500,000</td>
</tr>
<tr>
<td>51451S</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

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:

United States of America and Territories

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 511210 Thirty (30) days After Receipt of Order
SIN 51451S 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 REQUIREMENTS:

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.
75 Second Avenue, Suite 450
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).

14. PAYMENT ADDRESS:
Ginny Friedman
Director, Business Operations
Priority 5 Holdings, Inc.
75 Second Avenue, Suite 450
Needham MA 02494
617-391-9504 (telephone)
781-400-5607 (facsimile)
ginny@priority5.com

15. WARRANTY PROVISION:
SIN 511210 60 days (see TACCSTM License Agreement, Section 7)
SIN 511210-Per FAR as applicable
SIN 54151S 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:  

25. DUNS NUMBER:
791413227

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARDS 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.

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 SOFTWARE LICENSES AND SERVICES

The TACCSTM software suite is licensed for use by specified numbers of concurrent users under annual or multi-year term license agreements (Priority 5 no longer offers perpetual licenses). Its users access the software through virtual private networks using devices that host web browser technology (mobile users) or that host a downloaded client software program (workstation users). The TACCSTM Enterprise Server may be hosted by the licensee on premises or in a remote hosting environment, or may be hosted by Priority 5 in a public or private cloud hosting environment.

**Base Installation**

10 Users, One Year, Priority 5 or Licensee managed hosting; up to 2 concurrent Users may access using TACCSTM Workstation software.

This license entitles two authorized users to concurrently access TACCSTM Enterprise Server software using TACCSTM Workstation software. The TACCSTM Enterprise Server software, when installed in a computing environment consistent with Priority 5’s specifications and with appropriate network availability, enables TACCSTM Workstation users to access all of its functionalities and enables the TACCSSMobileSTM users to access selected functionalities. TACCSTM Workstation may be obtained by authorized users by a download of the software from the TACCSTM Enterprise Server software. During the term of the license, the user is entitled to receive updates, upgrades and support for the software as described in the applicable Priority 5 license agreement.

**Additional User**

11-40, One Year, Priority 5 or Licensee managed hosting; 1 additional concurrent access per each additional 15 users.

This license entitles additional, individual concurrent users, not in excess of 30 in number, to access the TACCSTM Enterprise Server software for a period of one year. The license may not be purchased except in conjunction with or addition to the purchase of a license for the Initial Installation of 10 concurrent users. A TACCSS MobileSTM user has access to the TACCSTM Enterprise Server software to use functionalities that are made available for users who do not need or are not permitted to access the full range of capabilities of the server software.
Additional User
Users 41-100, One Year, Priority 5 or Licensee managed hosting; 1 additional concurrent access using TACCSTM Workstation software per each additional 30 users.
This license entitles additional, individual concurrent users, not in excess of 60 in number, to access the TACCSTM Enterprise Server software for a period of one year. The license may not be purchased except in conjunction with or addition to the purchase of a license for the Initial Installation of 10 concurrent users and licenses for 30 TACCSTM Additional Concurrent Users. A TACCSMobileTM user has access to the TACCSTM Enterprise Server software to use functionalities that are made available for users who do not need or are not permitted to access the full range of capabilities of the server software.

Additional User
Users in excess of 100, One Year, Priority 5 or Licensee managed hosting
This license entitles additional, individual concurrent users, not in excess of 5,000 or such greater number as may be determined by Priority 5, to access the TACCSTM Enterprise Server software for a period of one year. The license may not be purchased except in conjunction with or addition to the purchase of a license for the Initial Installation of 10 concurrent users and licenses for 90 TACCSTM Additional Concurrent Users. A TACCSMobileTM user has access to the TACCSTM Enterprise Server software to use functionalities that are made available for users who do not need or are not permitted to access the full range of capabilities of the server software.

TACCSTM Executive Dashboard, One Year License (available at any time, required after 100 users)
This license entitles existing authorized concurrent TACCSMobileTM, not in excess of 5,000 or such greater number as may be determined by Priority 5, to access the TACCSTM Enterprise Server software for a period of one year. The license may be purchased at any time in conjunction with or after the purchase of the Initial Installation of 10 concurrent users, but must be purchased in conjunction with the purchase of any license after the purchase of the 100th TACCSMobileTM license. A user of the TACCSTM Executive Dashboard has access to graphics and analytics not available to TACCSTM Workstation or TACCSMobileTM users.

One Additional concurrent access using TACCSTM Workstation Software
One Year, Priority 5 or Licensee managed hosting
This license entitles one authorized user to access TACCSTM Enterprise Server software concurrently using TACCSTM Workstation software. TACCSTM Workstation software, when installed in a computing environment consistent with Priority 5’s specifications and with appropriate network access, enables its user to access all of the functionalities of the TACCSTM Enterprise Server software. Multiple TACCSTM Workstation users may access the same TACCSTM Enterprise Server software for joint or independent use.

TACCSTM Consequence Analysis Module
One Year Priority 5 or Licensee managed hosting
This license entitles all authorized concurrent users of TACCS™ Workstation Software, within the number authorized by license, to access the consequence analysis features of the Consequence Analysis Module software. The Consequence Analysis Module software may not be purchased except simultaneously with, or for use as an additional component to an already-purchased installation of, TACCS™ Enterprise Server software. The Consequence Analysis Module software is installed with a TACCS Enterprise Server software.

One Additional TACCS™ Consequence Analysis Workgroup
One Year, -Priority 5 or Licensee managed hosting
This license entitles all authorized concurrent users of TACCS™ Workstation Software, within the number authorized by license, to access the consequence analysis features of the software in an additional Consequence Analysis Module. An additional Consequence Analysis Module software may not be purchased except simultaneously with, or TACCS™, or for use as an additional component to an already-purchased installation of, Consequence Analysis Module software for use on the same TACCS™ Enterprise Server installation.

29. SOFTWARE AND LABOR CATEGORY PRICING

SIN 511210 - TERM SOFTWARE LICENSES

<table>
<thead>
<tr>
<th>Product</th>
<th>Government Price Including IFF (0.75%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Installation (10 Users, One Year, Priority 5 or Licensee managed hosting; up to 2 concurrent Users may access using TACCS™ Workstation software)</td>
<td>$48,241.81</td>
</tr>
<tr>
<td>Users 11-40, One Year, Priority 5 or Licensee managed hosting; 1 additional concurrent access using TACCS™ Workstation software per each additional 15 users.</td>
<td>$1,809.07</td>
</tr>
<tr>
<td>Users 41-100, One Year, Priority 5 or Licensee managed hosting; 1 additional concurrent access using TACCS™ Workstation software per each additional 30 users.</td>
<td>$603.02</td>
</tr>
<tr>
<td>Users in excess of 100, One Year, Priority 5 or Licensee managed hosting</td>
<td>$301.51</td>
</tr>
<tr>
<td>TACCS™ Executive Dashboard, One Year License (available at any time, required after 100 users)</td>
<td>$10,251.39</td>
</tr>
<tr>
<td>One Additional concurrent access using TACCS Workstation Software, One Year, Priority 5 or Licensee managed hosting</td>
<td>$1,809.07</td>
</tr>
<tr>
<td>TACCS™ Consequence Analysis Module, One Year Priority 5 or Licensee managed hosting</td>
<td>$60,302.27</td>
</tr>
</tbody>
</table>

Rev. 2022.02.01
Additional TACCSTM Consequence Analysis Workgroup, One Year License (only used with TACCSTM Consequence Analysis Module by current users) $15,075.57

<table>
<thead>
<tr>
<th>SIN 51451S - INFORMATION TECHNOLOGY PROFESSIONAL SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Category</td>
</tr>
<tr>
<td>Senior Vice President/Senior Project Manager/Senior Subject Matter Expert</td>
</tr>
<tr>
<td>Vice President/Project Manager/Subject Matter Expert</td>
</tr>
<tr>
<td>Senior Engineer/Senior Programmer/Subject Matter Expert Engineer</td>
</tr>
<tr>
<td>Engineer/Programmer</td>
</tr>
<tr>
<td>Analyst/Senior Admin</td>
</tr>
<tr>
<td>Admin</td>
</tr>
</tbody>
</table>

30. TACCSTM License Agreement

*Each copy of a component of the Software is controlled by the U.S. Government and is subject to an Encryption Licensing Arrangement (D11613902). Each such copy is authorized for export only in accordance with applicable law. No Software may 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.*

The Licensed Products are provided to the U.S. Government only as commercial items. Consistent with FAR $12.212 and the Contract Document, all U.S. Government end-users acquire the Licensed Products only with those rights and restrictions as set forth herein, as and to the extent modified by MAS Contract No. GS-35F-0152X, as the same may be amended from time to time.

LICENSE AGREEMENT
License Agreement, dated as of the date set forth below (as the same may be amended from time to time, this “Agreement”), between Licensee, as such term is defined below, and Priority 5 Holdings, Inc., a Delaware corporation (“Priority 5”) having an address at 75 Second Avenue, Suite 450, Needham, MA 02494.

TERMS AND CONDITIONS

1. **This Agreement.**

   (a) This Agreement contains the terms and conditions that govern the reproduction and use of all or a portion of a suite of software products known under the name of the “Touch Assisted Command and Control System,” or “TACCS™” (as further described below, the “Software”), by any person accessing the Software.

   (b) This Agreement is being provided in connection with the General Services Administration Federal Supply (MAS) Contract No. GS-35F-0152X and Authorized Catalogue Schedule/Price List (the foregoing MAS Contract No. GS-35F-0152X, as amended from time to time, the “MAS Contract”). An ordering activity under the MAS Contract, which may be an agency or instrumentality of the United States Government or another entity entitled to issue purchase the Software 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 MAS Contract for any Software, (ii) effective as of the date of its granting of an award for the acquisition under the MAS Contract 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 MAS Contract apply, such purchase order, award or contract being referred to as a “Purchase Order.” Notwithstanding the foregoing, this Agreement may be incorporated by reference in a contract that is not the MAS Contract, in which case references to the MAS Contract in this Agreement shall be deemed to be references to such contract and not to the MAS Contract, and any other terms and conditions of MAS Contract not contained in such contract shall not be applicable to such contract.

   (c) This Agreement applies to any Software, whether downloaded as a client in a client/server architecture or as a mobile application, or whether 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.

   (d) The MAS Contract contains a provision that resolves inconsistencies between the MAS Contract, any Purchase Order and this Agreement by giving precedence to various terms and conditions of each of such documents in a particular order. If there is any such inconsistency among the terms and conditions of the MAS Contract, any Purchase Order and this Agreement, such inconsistency shall be resolved by giving precedence to such terms and conditions in the manner prescribed in the MAS Contract. The MAS Contract also contains a provision that renders certain terms and conditions of this Agreement unenforceable against an agency or instrumentality of the United States Government. Such terms and conditions shall be unenforceable against any agency or instrumentality of the United States Government as and to the extent so provided in the MAS Contract.
2. **Definitions: Software; Hosted Software; Documentation; Licensed Products; Contract Documents.**

   (a) The term “Software” means

   (i) the computer software identified and described as “Hosted Software” in Paragraph 1 of Schedule 1 hereto (as amended from time to time),

   (ii) any computer software hereafter made available to Licensee by Priority 5 in conjunction with, addition to or replacement of the software described in such Paragraph 1, including, without limiting the generality of the foregoing, any related software provided or developed by Priority 5 and at any time installed as part of such hosted software, and further including, without limitation, all software extensions and plug-ins, all software models and all software configurations, in each case made, created, developed or installed by any person in before or during the term hereof, and

   (iii) all upgrades, updates and replacements of any of the foregoing (the software described in clause (i), (ii) or (iii) being collectively referred to as the “Hosted Software”). The term “Software” is also used to refer to, and shall include, individual components or copies of any components of the Hosted Software, including any downloads of any copy of such components or the Hosted Software, any copy required from time to time to implement high availability, and any copy utilized as a back-up, training or staging installation described in Schedule 1. The term “Software” also includes such additional computer software that shall have been specified in any Contract Document (as such term is defined below) subsequent to the date of this Agreement or that shall have been provided to Licensee subsequent to the date of this Agreement, in any such case whether or not such additional software shall been added to Schedule 1; and to copies of any mobile telephone application that may be separately downloaded for use in conjunction with the Hosted Software, which application shall be governed by this Agreement notwithstanding the provisions of any other license agreement to which such application may otherwise be subject. The term “Software” does not include source code. The initial Hosted Software deployment shall consist of the Software components otherwise described and specified in Paragraph 1 of Schedule 1 as of the date hereof in the quantities specified in such schedule.

   (b) The term “Documentation” means one or more end-user manuals and other explanatory or instructive materials (which may be provided by electronic means and may include video presentations) that may be or may have been provided or made available to Licensee or any Permitted End-User of the Software.

   (c) The term “Licensed Products” means the Software and the Documentation.

   (d) The term “Contract Documents” means the MAS Contract, any Purchase Order, this Agreement, and any amendment to any thereof permitted by the MAS Contract.

3. **Deployment.**

   (a) The Hosted Software will be installed on computer resources in a hosting environment as described in Schedule 1, in a software-as-a-service deployment model or otherwise (the operator of such hosting environment is referred to as a “Hosting Provider,” and is identified in Schedule 1). Use of the full features of the Hosted Software is dependent upon a user of the Software downloading a copy of a proprietary Software component that enables that user to access all of the Hosted Software features. Other use of certain of the features of the Hosted Software is dependent upon the appropriate configuration of the Hosted Software and the use of a web browser supported by the Hosted Software or a mobile application licensed from Priority 5.
(b) 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 Hosting Provider facility on which the Hosted Software may be installed.

(c) 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, including any specifications relating to high availability or other performance criteria, and Priority 5 shall not be responsible for the extent to which the Software (other than the Hosted 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 unless such computing devices are selected and managed by Priority 5. 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 Hosted Software in the manner desired if such end-users are using a web browser or other software not supported by the Software.

4. Grant of License.
   (a) Priority 5 grants to Licensee, subject in all respects to the terms and conditions hereof, a non-exclusive, non-assignable license, for individuals who are authorized by Licensee as Permitted End-Users under Paragraph 3(a) of Schedule 1 or in any subsequent Contract Document, to the extent of the permissions set forth in Schedule 1 or such subsequent Contract Document,
      (i) to access the Hosted Software, download copies of the Workstation component of the Software, and reproduce and use such copies of the Workstation component to access, exchange data with and use some or all of the features and functions of the Hosted Software, except that the numbers of such individuals using a copy of such Workstation component to access and use the Hosted Software at any given time shall not exceed the number of end-users of the Workstation component permitted in such Paragraph 3(a), and
      (ii) to (A) download and use the mobile application component of the Software to access, exchange data with and use certain of the features and functions of the Hosted Software in conjunction with such mobile application, and (B) use a web browser mobile application supported by the Hosted Software to access, exchange data with and use certain of the features and functions of the Hosted Software, except that the numbers of such individuals concurrently using such technologies to access and use the Hosted Software shall not exceed the number of users, including the individuals using a copy of the Workstation component, permitted in such Paragraph 3(a)
   (the foregoing grant of license, as herein further increased, being referred to as the “License Grant”). The License Grant also includes the non-exclusive, non-assignable license, for individuals authorized by Licensee as Permitted End-Users under Paragraph 3(b) or in any subsequent Contract Document, to the extent of the permissions set forth in Schedule 1 or such subsequent Contract Document, to (A) download and use the mobile application component of
the Software to access, exchange data with and use certain of the features and functions of the Hosted Software in conjunction with such mobile application, and (B) use a web browser mobile application supported by the Hosted Software to access, exchange data with and use certain of the features and functions of the Hosted Software, all for the respective Permitted End-Uses described in Paragraph 3(b), except that the numbers of such individuals using such technologies to access and use the Hosted Software shall not exceed the numbers reasonably appropriate to achieve the Permitted End-Uses specified in Paragraph 3(b), such rights in all such cases being subject to the terms and conditions of this Agreement.

(b) 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 end-users, or uses authorized in Schedule 1 or in any subsequent Contract Document or at variance with the intent of the License Grant. Upon Priority 5’s requests from time to time, which may not be made on a basis more frequently than once in any calendar month, Licensee shall provide Priority 5 with a copy of the user report for each of the last three full calendar month periods.

5. **Term of License Grant.**

The License Grant shall have a term commencing on

(i) the date of delivery to Licensee, at a location described in the Contract Documents, of the first computer upon which a copy of Software has been installed,

(ii) the date of installation of Software on a hosting facility, or

(iii) the date of first use of a Software component by Licensee for any purpose,

whichever shall first occur. The use of the Software without payment of the license fees therefor or without the express written consent of Priority 5 shall constitute a violation of national and international copyright law. The License Grant shall continue until the date of expiration provided in Schedule 1 or in any subsequent Contract Document, subject to earlier termination as provided herein or in such subsequent Contract Document.

6. **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 or any subsequent Contract Document;

(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 or any subsequent Contract Document;

(v) the use of any Licensed Product, in addition or ancillary to the Permitted Uses, for the purpose of replicating or imitating the features or functions of the Software in any software program or other work of authorship that is intended to be used in any way, in the marketplace or in any organization, to compete with, replace or render redundant the Software (e.g., it would be a prohibited use of a Licensed Product for an organization to engage a contractor, or direct its employees, expressly or impliedly to observe or otherwise obtain information about the Software from a Licensed Product for the purposes described in this clause);

(vi) the bypassing or deletion of any copy protection methods that are intended to prevent the unauthorized copying or use of any Licensed Product, or the use of any user name and password by more than one individual end-user;

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

(viii) 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;

(ix) the installation of any portion of the Software (other than Workstation Software or the mobile application Software) on any computer other than the computer on which such Software has been installed by Priority 5 unless as otherwise expressly permitted by any Contract Document, or the transfer of the possession of the computer on which any portion of the Software (including a copy of the Workstation Software or mobile application component) has been so installed to anyone other than Licensee, or the use of the Software by any person other than Licensee, in each such case except as may be otherwise expressly permitted by this Agreement or any subsequent Contract Document;

(x) 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 or any subsequent Contract Document;

(xii) 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;

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

(xiv) the end use of any of the Software by, or the granting of access to any of the Software to, any non-United States intelligence or military end user except in compliance with applicable export control laws and regulations of the United States and this Agreement;

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

7. **Payments.**

Licensee shall not be entitled to exercise the rights and benefits granted to it by this Agreement unless the license fee for such rights and benefits shall have been paid to Priority 5 in the amounts, on the dates and in the manner specified in the Contract Documents. Priority 5 reserves the right to increase the amount of license fees to be paid for access to the Hosted Software through the Mobile Extension component of the Software to reflect any excessive use of the Software beyond the usage permitted by this Agreement or any subsequent Contract Document as determined by Priority 5 in its reasonable discretion. In such event, Priority 5 may invoice Licensee, and Licensee shall be liable, for such excessive use; and Priority 5 and Licensee shall cooperate to either eliminate such excessive use in the future or amend this Agreement to increase the License Grant to encompass appropriate use.

8. **Intellectual Property; Government Procurement.**

(a) Each Licensed Product contains intellectual property that is owned by or licensed to Priority 5. This Agreement does not transfer any ownership in such intellectual property to Licensee or any other person. As between Priority 5 and Licensee, Priority 5 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 and any configuration of the Software. Neither the License Grant nor any other document entered into by Priority 5 in connection with this Agreement, including any Contract Document, creates any right on the part of Licensee in or to such intellectual property except as expressly set forth herein, notwithstanding the terms and conditions of any such document. 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) The Licensed Products are protected, in whole or in part, by patent and trade secret laws, by the copyright laws of the United States of America and by international treaty. Licensee may 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 Priority 5. 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) Each of the Licensed Products is a "commercial item," consisting of "commercial
computer software," a “commercially available off-the-shelf (COTS) item,” “computer
software documentation,” “commercial computer software documentation” or “technical
data,” as the case may be, as all such terms are defined in the Federal Acquisition Regulation
and the Defense Federal Acquisition Regulation Supplement. The Licensed Products are
provided to the U.S. Government only as commercial items. Consistent with FAR §12.212
and the Contract Document, all U.S. Government end-users acquire the Licensed Products
only with those rights and restrictions as set forth herein, as and to the extent modified by
MAS Contract No. GS-35F-0152X, as and to the extent the same may be amended from time
to time.

9. Proprietary Information.
The Licensed Products contain copyrighted and trade secret property of Priority 5 and
others, and are the subject of one or more patents or patent applications. Priority 5 may
disclose trade secrets 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”) for the purpose of
facilitating the use of the Software by Licensee. Licensee may not use Proprietary
Information except for such purpose, and may not disseminate or in any way disclose
Proprietary Information except to those persons who are employees of Licensee and who
have the need to know such information. Licensee may not exercise, in the custody and
control of Proprietary Information, any less degree of care than that it would be obligated to
exercise for the protection of trade secrets under the Uniform Trade Secret Act, and such
additional care as it may exercise with respect to its own trade secrets.

10. Disclaimer of Warranties.
PRIORITY 5 EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND
WARRANTIES OF WHATEVER NATURE, EXPRESS OR IMPLIED, NOT EXPRESSLY
STATED AS SUCH IN THIS AGREEMENT. SUCH DISCLAIMER INCLUDES,
WITHOUT BEING LIMITED THERETO, ANY IMPLIED WARRANTY OF
MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SUCH DISCLAIMER ALSO INCLUDES, WITHOUT BEING
LIMITED THERETO, ANY REPRESENTATION OR WARRANTY, IN THE
CONTRACT DOCUMENTS OR OTHERWISE IN CONNECTION WITH THE
LICENSED PRODUCTS, REGARDING THE LICENSED PRODUCTS OR ANY
SERVICES PROVIDED BY PRIORITY 5, EXCEPT FOR SUCH REPRESENTATIONS
11. **Exclusive Remedies.**


   (b) NOTWITHSTANDING ANY PROVISION OF THE CONTRACT DOCUMENTS OR ANY OTHER PROVISION OF THIS AGREEMENT, THE SOLE AND EXCLUSIVE REMEDY FOR THE FAILURE OF ANY LICENSED PRODUCT OTHER THAN THE SOFTWARE TO COMPLY WITH ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR ANY INTELLECTUAL PROPERTY CONDITION SHALL BE THE REPLACEMENT OR REPAIR OF SUCH LICENSED PRODUCT OR, IF SUCH LICENSED PRODUCT SHALL NOT HAVE BEEN PLACED IN A CONDITION OF COMPLIANCE WITH SUCH REPRESENTATION OR WARRANTY OR CONDITION WITHIN A REASONABLE PERIOD OF TIME, THE PAYMENT OF $50.00.

   (c) NOTWITHSTANDING ANY PROVISION OF THE CONTRACT DOCUMENTS OR ANY OTHER PROVISION OF THIS AGREEMENT, THE SOLE AND EXCLUSIVE REMEDY FOR A FAILURE OF CONNECTIVITY TO THE HOSTED SOFTWARE THAT OCCURS WITHIN A HOSTING FACILITY SELECTED AND MANAGED BY PRIORITY 5 AND THAT SHALL CONTINUE UNINTERRUPTED FOR ANY PERIOD OF TIME IN EXCESS OF EIGHT HOURS SHALL BE AN EXTENSION OF THE THEN EXISTING TERM OF THIS AGREEMENT BY THE NUMBER OF SO MANY CONSECUTIVE DAYS AS THE PERIOD OF TIME OF SUCH FAILURE, ROUNDED TO THE NEAREST FULL DAY OF FAILURE (e.g., one day of extension if the interruption shall exceed 8 hours but be less than 24).

12. **Limitation of Damages.**

   UNLESS OTHERWISE PROVIDED BY LAW AND WITHOUT REGARD TO A FINDING THAT ANY REMEDY HEREUNDER SHALL HAVE FAILED OF ITS ESSENTIAL PURPOSE, PRIORITY 5 SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, MORAL, CONSEQUENTIAL OR SPECIAL (NOMINAL, EXEMPLARY OR OTHER) DAMAGES ARISING FROM ANY CIRCUMSTANCE, WHETHER UNDER THIS AGREEMENT, UNDER ANY OF THE CONTRACT DOCUMENTS OR OTHERWISE (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.

13. **Limitation of Liability.**

IN NO EVENT SHALL PRIORITY 5’S TOTAL LIABILITY TO LICENSEE FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING FROM ANY CIRCUMSTANCE, WHETHER UNDER ANY OF THE CONTRACT DOCUMENTS OR OTHERWISE (INCLUDING, WITHOUT LIMITATION,

(i) THE USE OF OR INABILITY TO USE ANY LICENSED PRODUCT, OR

(ii) ANY LOSS OF PROPERTY, INTELLECTUAL PROPERTY CONDITION, PERSONAL INJURY, BREACH OF WARRANTY, LOSS OF PROFITS OR REVENUES OR INTERRUPTION OF BUSINESS), OR ARISING 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 SHALL HAVE BECOME FIXED OR THE AMOUNT PROVIDED IN SECTION 11(b) OR AS PROVIDED IN SECTION 11(c), WHICHEVER SHALL BE APPLICABLE.

14. **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.

15. **Use by Third Parties; Third Party Liability.**

(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 End-User and the use of the Software is a Permitted End-Use; and

(ii) the same is expressly permitted as otherwise set forth in this Agreement or any subsequent Contract Document 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.

(c) PRIORITY 5 SHALL HAVE NO LIABILITY, DIRECT OR INDIRECT, TO LICENSEE OR ANY THIRD PARTY, IN POSSESSION OF SOFTWARE OR NOT, UNDER ANY CONTRACT DOCUMENT OR OTHERWISE, ON ACCOUNT OF
CLAIMS MADE AGAINST LICENSEE BY ANY SUCH THIRD PARTY, OR AGAINST LICENSEE OR SUCH THIRD PARTY BY OTHERS, ARISING FROM THE USE OF THE SOFTWARE BY LICENSEE OR ANY OTHER PERSON.

16. Interoperability; Data.
   (a) Priority 5 shall not, and only Licensee shall, be responsible for
      (i) selecting and integrating, using the functionality and application
          programming interfaces (APIs) available to end-users as features and
          functions of the Software, 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.
      Licensee shall have no responsibility for any data in the possession of Priority 5 during the time
      of Priority 5’s possession of such data.
   (b) In the case of Software not hosted by Licensee, 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 prior to 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 such expiration or
       termination; and neither Priority 5 nor any such other entity shall have any liability to Licensee
       or any third party for so doing.

17. Default.
   (a) If Licensee should default in the performance of its obligations under any of the Contract
       Documents (including this Agreement), or if Licensee shall breach or violate any term or
       condition of any of the Contract Documents, the same shall constitute a breach of and default
       under this Agreement. Any act or omission that is committed by any person authorized by
       Licensee to access and use the Software as a Permitted End-User and that
       , if performed by
       Licensee, would have constituted a default, breach or violation of this Agreement shall be
       deemed to be a default, breach or violation by Licensee hereunder.
   (b) In the event of any such default, breach or violation, 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.
   (c) In no event shall Priority 5 be in default of any obligation pursuant to this Agreement
       unless and until Licensee shall provide to Priority 5 written notice of such asserted default; and
       Priority 5, after a reasonable time, shall have failed to remedy such asserted default or provide
       substitute performance therefor.

18. Expiration and Termination of License Grant.
(a) Upon expiration or termination of the License Grant as to any Licensed Product, Priority 5 (or any Hosting 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 or storage device in the possession of Licensee after such termination or expiration, Licensee shall delete such copy and confirm such deletion to Priority 5. Licensee may not transfer possession or control of a computing or storage device to any third party if such device contains a copy of any Software. 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) 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 any Contract Document (including this Agreement) or under applicable law.

(c) Payment to Licensee of the Refund Amount as provided in Section 11 or 13 or as provided in any other terms and conditions applicable to Priority 5 shall constitute a termination of the License Grant.

19. Compliance with Laws.

Licensee may not violate, breach or be in default under any applicable laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act and the export control laws of the United States, insofar as may be applicable to this Agreement, any other Contract Document or any Licensed Product. Each copy of a component of Software contains “encryption software,” as such term is defined in the Export Administration Regulations, and is classified as ECCN 5D002 under such regulations. Each copy of a component of the Software is controlled by the U.S. Government and is subject to an Encryption Licensing Arrangement (D11613902). Each such copy is authorized for export only in accordance with applicable law. No Software may 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.

SPECIAL EXPORT PROVISION

PURSUANT TO THE ENCRYPTION LICENSING ARRANGEMENT UNDER WHICH THE SOFTWARE IS BEING PROVIDED TO LICENSEE (ELA No. D11613902) (THE “ELA”), 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. ITEMS SUBJECT TO THE EXPORT ADMINISTRATION REGULATIONS (EAR) AND WITHIN THE SCOPE OF THE ELA MAY NOT BE REEXPORTED OR TRANSFERRED (IN-COUNTRY)) UNLESS SUCH
REEXPORT OR IN-COUNTRY TRANSFER IS (I) AUTHORIZED BY THE ELA, OR ANOTHER LICENSE OR OTHER APPROVAL ISSUED BY THE U.S. GOVERNMENT; (II) AUTHORIZED BY A LICENSE EXCEPTION OR OTHER AUTHORIZATION UNDER THE EAR; OR (III) TO A DESTINATION, END USER, AND END USE THAT WOULD BE “NLR” (NO LICENSE REQUIRED) UNDER THE EAR.

2. THE ELA 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 EAR), 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 (PARAGRAPH 2) OF THE ELA, SEPARATE U.S. GOVERNMENT AUTHORIZATION IS REQUIRED.


(a) Priority 5 is not responsible to Licensee for software maintenance and support except as set forth in the following Section 20(b).

(b) Provided that Licensee shall not be in default hereunder and that Priority 5 shall have been requested and enabled to do so, Priority 5 will install all updates and upgrades for the Software to be installed during the then term of this Agreement directly via remote download to the hosting facility on which the Hosted Software is installed in accordance with the provisions of Attachment 1, and will provide other software maintenance for bug fixes and alleged defects as set forth in Attachment 1. Help desk support and management of the computing environment of the Hosting Provider, if not provided by Priority 5, will be provided by, and will be the responsibility of, the third party provider as identified in Schedule 1 (the “Third Party Provider”). Priority 5 shall not be responsible for the actions or omissions of the Third Party Provider. (c) Notwithstanding, Priority 5 shall be obligated to provide help desk support or technical support, as the case may be, hereunder only if the fees required to be paid hereunder shall have been paid to Priority 5 for the period during which access to the Software is to be provided, and only if this Agreement is in full force and effect and no breach, default or violation exists hereunder when such access is to be provided. Priority 5 does not provide technical support for problems of compatibility between the Software and any other computer programs or equipment other than in the case of computer resources being managed by Priority 5. Priority 5 does not support any backup installation unless separately obligated to do so.


If hosting services for the Hosted Software are being provided by a third party (which may be Amazon Web Services) under contract to do so with Priority 5, Priority 5 shall employ such third party provider’s standard contract forms. Unless otherwise expressly provided, the maintenance of the computing environment for the Software deployment, to the extent of all elements other than the Software (e.g., hardware, other software, networking, physical facility, personnel), including the provision of computing resources required to implement high availability or other performance standards, is the responsibility of the Hosting Provider, which may be Licensee or a third party, including the Third Party Provider. Except as otherwise set forth herein, Priority 5
shall not be responsible for the actions or omissions of the Hosting Provider; and shall not be liable for any failure on the part of the Hosting Provider, among other things, to provide access to the Software deployment; or for any failure of the Hosting Provider to comply with all applicable governmental requirements, if any, regarding the security of data entered into the Software; to maintain the integrity and security of the information technology systems supporting the operation of the Software; to maintain connectivity; to maintain computing resources necessary to implement high availability or other performance or security requirements; or to take any other action or perform any other obligation not expressly set forth herein or in any other Contract Document as being an obligation of Priority 5.


(a) This Agreement shall inure to the benefit of and be binding upon Priority 5 and its successors and assigns and upon Licensee and its permitted successors and assigns; and no other person shall have any rights hereunder. This Agreement supersedes all prior negotiations, samples, demonstrations, understandings and agreements relating to any of the Licensed Products. Licensee may not assign to any other person any of Licensee's rights hereunder or grant any sublicense, except as otherwise expressly permitted hereby or any subsequent Contract Document.

(b) This Agreement shall not be altered or amended except by another written Contract Document that shall include a statement 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; and in the event of a conflict between this Agreement and another Contract Document, the terms and conditions of this Agreement shall control except as amended as permitted hereby. 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 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.

(d) 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.

(e) 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.

(f) Licensee is hereby advised that its 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.

(g) This Agreement may be executed in any number of duplicate counterparts, each of which
shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile signature hereto shall be deemed to be an original signature for all purposes. 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.

(h) 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 of such communication by the addressee.
SCHEDULE 1 to END USER LICENSE

1. Description of the Hosted Software:

   (-) copy of the **TACCS™ Enterprise Server Software**.

   (-) copy of the **Consequence Analysis Module Software**, which will be integrated with the **TACCS™ Enterprise Server Software**.

   (-) copy of **Enterprise Server Mobile Extension Software**, which copy is integrated with the **TACCS™ Enterprise Server Software** and which includes the **Executive Dashboard**.

   (-) copy of **Workstation Software**, which copy is part of the **TACCS™ Enterprise Server Software** and is available for download to Permitted End-Users for Permitted End-Uses (but not more than the number of concurrent users at the Software Location specified below).

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


3. Permitted End-Users and Permitted End-Uses Defined:

   The following shall be permitted end-users and permitted end-uses of the Software to the extent described below (“Permitted End-Users” and “Permitted End-Uses,” respectively):

   (a) Licensee may authorize any individuals who are employees of Licensee and who are responsible for Licensee’s day to day operations to be Permitted End-Users of the Software pursuant to this Agreement, to access and use the Software pursuant to this Agreement and to download and use copies of Workstation Software to do so, except that (1) the Software may be accessed and used through the Workstation Software at any one time by not more than ______ such individuals, and (2) the Software may be accessed and used via the **TACCS™Mobile Extension software** at any one time by not more than ______ (__) such individuals in the aggregate in the course of any calendar month. Any of such users of the **TACCS™Mobile Extension software** (which may be up to all of the Permitted End-Users at any one time depending upon the number of users of the Workstation component of the Software at such time) may also utilize the Executive Dashboard features of the Mobile Extension software if otherwise entitled to do so.

   (b) In addition to the Permitted End-Users of the Software described in the preceding paragraph (a), Licensee may authorize any individuals who are directly coordinating with Licensee to access and use the Software as Permitted End-Users in the event of an emergency occurrence, for a limited period of time coincident with the duration of such occurrence and only for the purposes of
coordinating and implementing the response to such occurrence pursuant to the mission of Licensee, but none of such individuals shall be entitled to access and use the Workstation component of the Software. Any Permitted End-User may also utilize the Executive Dashboard features of the Mobile Extension software if available and to the extent authorized by Licensee. Permitted End-Uses for such Permitted End-Users are for ___________________________________.

   Help Desk Provider: Help Desk Provider is Priority 5 unless otherwise provided.

5. Back-Up Installation: N/A.


7. Software Location: Hosted Software Deployment:

8. License Term: Notwithstanding any other provision of this Agreement, the License Grant, if not sooner terminated, shall expire on the first anniversary of the date of Priority 5’s commencement of the term of the License Grant unless the License Grant shall be extended for one or more paid-up additional periods as may be specified by Priority 5 from time to time, in which case the License Grant, if not sooner terminated, shall expire upon the expiration of such paid-up additional period.

TERMS AND CONDITIONS FOR SUPPORT

Priority 5 (including Priority 5 Holdings, Inc., and Priority 5 International LLC) will provide software support and maintenance for Licensee’s Permitted End-Users in accordance with the following terms and conditions:

Support Portal: Help Desk
The Priority 5 customer support web portal (https://support.priority5.com) is available to Licensee’s end users 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 Licensee’s end-users as reasonably requested by email to Priority 5’s customer support desk (support@priority5.com). If an individual end-user does not have an account on the web portal, the end-user will need to submit an inquiry using Priority 5’s support email. In conjunction with that submission, Priority 5 will create an account for such end-user for future communications. If Help Desk support is being provided by Priority 5, 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. Priority 5 will endeavor to respond to an initial emergency message for Help Desk support required from Priority 5 within 15 minutes. Notwithstanding the foregoing, if Help Desk support is being provided by another entity, Priority 5’s sole obligation will be to refer requests for Help Desk support to the Help Desk facility being provided by such other entity.

For issues requiring a response from Priority 5’s Help Desk and for issues that require modification to its Software, 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.

Installation of software updates and upgrades for installed release
Priority 5 will notify Licensee or the entity managing the installation of the Software, as the case may be, 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.

When Priority 5 is given authority to remotely and directly install the update or upgrade, Priority 5 will schedule a convenient time window with Licensee to complete the update or upgrade. Priority 5 shall not be obligated to install an update or upgrade (1) if Priority 5 does not have authority to remotely access the Hosted Software, (2) for so long as Priority 5 shall not have connectivity with the computing resources hosting the Hosted Software, (3) if Licensee does not have the right under its agreements with Priority 5 to receive such update or upgrade, or (4) if Licensee shall have failed to grant authority to Priority 5 to install such release, or shall have failed to designate an acceptable time at which Priority 5 is to install such update or upgrade. If a third party is responsible for the installation of updates or upgrades, Priority 5 shall provide such update or upgrade to the third party either remotely or on portable media, and shall have no further responsibility for such update or upgrade.

General 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 its general support standards and these terms and conditions.

Current Release: No Default
Priority 5 will not be obligated to provide any software support for any installation unless (1) such installation has incorporated all previously distributed updates and upgrades for the software release included in such installation; (2) the release designation for the software release included in such installation is the current release designation; and (3) the license for such installation is in full force and effect and without a default existing thereunder.
Cooperation
Priority 5 shall not be obligated to provide support for any defect if the Hosting Provider 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.

Modifications
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 terms of any applicable Priority 5 Quotation, Task Order or Scope of Work 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.

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 remedy for the failure of the Priority 5 to provide an effective fix or work-around for any defect in its software shall be the replacement or repair of such software or, at the election of Priority 5, (i), if separately charged, the return of the maintenance fee for the then current license period but not greater than the maintenance fee for one year, or (ii) the payment of the Refund Amount (as such term is defined in the License Agreement to which this document is attached), whichever shall be applicable (the “Adjustment Amount”).

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 ADJUSTMENT AMOUNT.

PRIORITY 5 SHALL NOT BE LIABLE FOR THE CORRECTION OR MODIFICATION OF THE SOFTWARE THAT IS REQUIRED BY VIRTUE OF ANY ACT OF LICENSEE OR ANY FAILURE ON THE PART OF LICENSEE TO IMPLEMENT ANY UPDATE OR UPGRADE OF SOFTWARE MADE AVAILABLE BY PRIORITY 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.

General Provisions

(a) These terms and conditions shall inure to the benefit of and be binding upon Priority 5 and its successors and assigns. Third parties may not assign to any other person any of their rights hereunder.

(b) These terms and conditions supersede all prior negotiations, samples, demonstrations and understandings.

(c) These terms and conditions shall not be altered or amended with respect to any third party except by a written document signed by such third party and a duly authorized representative of Priority 5. No purchase order of third party shall in any way change or add to these terms and conditions.

(d) Except to the extent otherwise provided by applicable law, these terms and conditions shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Massachusetts. These terms and conditions shall not be subject to the United Nations Convention on Contracts for the International Sale of Goods.

(e) Except to the extent otherwise provided by applicable law, any action or proceeding brought by Priority 5 or third party to enforce any of these terms and conditions or to seek any damages on account of a breach of these terms and conditions and any other action or proceeding brought by Priority 5 or third party with respect to these terms and conditions, 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. Acceptance of any maintenance and support services by a third party shall constitute such third party’s consent to the exclusive jurisdiction of such courts and its agreement to raise no objection to jurisdiction or venue in such courts.