

Portal Prodigy Internet Operating Platform STANDARD Annual Support Plan

The following terms and conditions ("Support Terms") shall govern the delivery of Support Services (as defined below) by Portal Prodigy, Inc and to the customer ("Customer") ordering the Support Services for Portal Prodigy's Internet Operating Platform ("Application").

Support Services.

Subject to the terms and conditions set forth herein, Portal Prodigy will provide Customer with up to sixty hours of telephone assistance and email technical assistance ("Support Services") to a maximum of two (2) named support contacts ("Support Contacts").

Support Contacts shall have access to Portal Prodigy's online support resources via remote computer access ("Online Resources").

To request support, Support Contacts may contact Portal Prodigy via Portal Prodigy's website ("Support Ticket Request") or call the Portal Prodigy Support Center specified on Portal Prodigy's website ("Support Center"). Requests shall be reviewed and responses shall be provided to Support Contacts during the hours of 9:00 AM through 5:00 PM Eastern Time Monday through Friday (excluding holidays).

Customer hereby grants permission to Portal Prodigy to access the Application, including any and all systems on which it resides, for the sole purpose of providing Support Services to Customer. CUSTOMER ACKNOWLEDGES THAT IT MAY CONTROL ALL PORTAL PRODIGY ACCESS TO THE APPLICATION AND TO CUSTOMER'S SYSTEMS BY SELECTING A "HIGH" SECURITY SETTING AND MONITORING ALL SUCH ACCESS; PROVIDED, HOWEVER PORTAL PRODIGY SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE SUPPORT SERVICES AS A RESULT OF CUSTOMER'S SECURITY SETTINGS AND MONITORING OF PORTAL PRODIGY'S ACCESS TO CUSTOMER'S SYSTEMS.

Upgrades.

Portal Prodigy may periodically release version upgrades and minor updates or maintenance releases of the Application. Customer shall be entitled to receive all upgrades and minor updates that are publicly released during the term of this agreement at no additional charge upon its request. If term expires and is not renewed, Customer shall not be entitled to the installation of any additional upgrade even if the relevant upgrade was publicly released when Support Terms were in effect.

It is Customer's obligation to review and test any new upgrade, patch, fix, addition, modification or other change to the Application, in order to verify the continuity of any feature Customer may have used in an earlier version and plan to continue to use in a newer version, before requesting and upgrade and/or installing an upgrade. Customer

agrees that PortalProdigy has no obligation to continue to provide any feature, component, computer software, computer program code, digital images, graphical interface style, architecture, structure, methods, organization, design, algorithms, templates, data models, data structures, flow charts, logic flow, screen display, method of website administration, documentation, associated media, printed materials, and "online" or electronic documentation in newer versions. PortalProdigy disclaims any liability in relation to the direct or indirect damages caused by any release and/or the absence of release of new versions of the SoftwareProduct.

Restrictions.

Portal Prodigy may limit or terminate the Support Services being provided if Customer uses the Support Services in an abusive or fraudulent manner. Support Services may not be resold, assigned or transferred.

Exclusions.

Portal Prodigy shall not be required to provide any Support Services relating to problems or issues arising out of or from (i) Customer's use of the Application in a manner for which they were not designed; (ii) damage to the computer on which the Application is installed; (iii) Customer's negligence, misuse, or modification of the Application; or (iv) versions of Application other than the most recent version.

Term and Termination.

Portal Prodigy shall provide the above Support Services under these Support Terms for a term of one (1) year from Portal Prodigy's receipt and acceptance of Customer's order of Support Services ("Commencement Date") (the "Initial Term"). These Support Terms will automatically renew, at the prevailing support fee rate, for a subsequent one (1) year term unless one party provides other party with written notice of its desire not to renew at least thirty (30) days before the end of the then-current term.

Customer shall pay the support fee ("Annual Support Fee") set forth on the applicable purchasing document ("Purchase Agreement").

Notwithstanding anything to the contrary herein, these Support Terms may be terminated by Portal Prodigy if Customer fails to pay the Annual Support Fee within ten (10) days after execution of the Purchase Agreement. Portal Prodigy may also terminate these Support Terms if Customer materially breaches the terms of these Support Terms and fails to cure such breach within thirty (30) days of written notice thereof, except that a material breach of any license granted to Customer in the Application's end user license agreement ("EULA") shall be grounds for immediate termination.

Customer agrees that Portal Prodigy has the right to discontinue the further development and/or improvement of the Application at any time in its sole discretion.

Portal Prodigy reserves the right to alter these Support Services from time to time, using reasonable discretion but in no event shall such alterations result in (i) diminished support from the level of support set forth herein; (ii) materially diminished obligations for Portal Prodigy; (iii) materially diminished rights of Customer, or (iv) raise Annual Support Fees during the then-current term. Portal Prodigy shall provide Customer with sixty (60) days prior written notice of any significant changes to the Support Services.

Warranty and Disclaimer.

Portal Prodigy will make reasonable efforts to provide the Support Services in a timely manner.

Customer acknowledges that Portal Prodigy does not guarantee that every question, challenge, defect or problem related to Application can or will be answered and/or resolved. Nothing in these Support Terms shall be construed as expanding or adding to the warranty for the Application set forth in the EULA or any other agreement under which Customer has obtained the Application. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION, OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO CUSTOMER IN ITS JURISDICTION, PORTAL PRODIGY MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THESE SUPPORT TERMS OR THE PROVISION OF MATERIALS OR SERVICES UNDER THESE SUPPORT TERMS. PORTAL PRODIGY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. IN NO EVENT SHALL PORTAL PRODIGY'S LIABILITY ARISING FROM OR RELATED TO THESE SUPPORT TERMS EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SUPPORT SERVICES ORDERED BY CUSTOMER FOR THE ANNUAL TERM IN WHICH THE LIABILITY AROSE. IN NO EVENT SHALL PORTAL PRODIGY HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR INTERRUPTION OF BUSINESS, ARISING FROM OR RELATED THE SUPPORT TERMS UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT PORTAL PRODIGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

General.

These Support Terms may not be assigned by Customer. Any assignment in violation of the foregoing shall be null and void. Any additional services added to these Support

Terms by written notice to Customer will be governed by the terms of these Support Terms. With exception of the Application's EULA, these Support Terms supersede all other written and oral proposals, purchase orders, prior agreements, and other communications between Customer and Portal Prodigy concerning support and constitutes the entire agreement between Portal Prodigy and Customer regarding provision of Support Services. These Support Terms shall be governed by the laws of the State of New Jersey in the United States of America without reference to conflict of law principles; and Customer consents to the personal jurisdiction of the state and federal courts located in Mercer County, New Jersey.