

Software License and Support Agreement

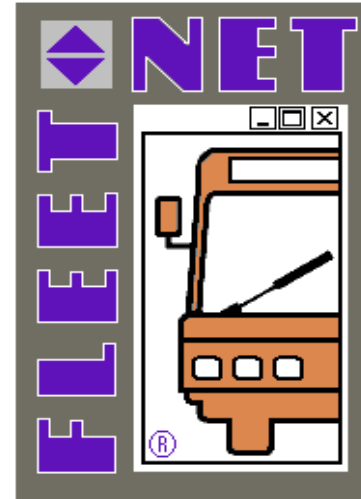
Effective: January 1, 2013

THIS AGREEMENT IS ENTERED INTO BETWEEN

City of Gainesville AND Fleet-Net Corporation (FNC).

NOTIFICATION OF COPYRIGHT. The software program package described herein ("Software") is a proprietary product of FLEET-NET CORPORATION and is protected by Copyright Laws and International Treaty. You must treat the Software like any other copyrighted material, except that you may make one copy of the Software solely for backup or archival purposes. Copyright laws prohibit making additional copies of the Software for any other reason. You may not copy the written materials accompanying the Software.

SOFTWARE LICENSE AGREEMENT. This agreement is a legal contract between you, the end user, and FNC, governing your use of the Software. This agreement shall also be binding on any of your employees, agents, or any subsequent, authorized licensee. For the initial license fee plus the on-going monthly license fees described in applicable Software Purchase Agreement(s), FNC grants you the non-exclusive right to use one copy of the Software on a single multi-user machine or local area network. You may not sublicense, rent or lease the Software. FNC further grants you the right to make a backup/archival copy of the Software as set forth in Notification of Copyright, above. You may not decompile, disassemble, reverse engineer, copy, transfer or otherwise use the Software except as stated in this agreement.



Whereas Customer utilizes Software licensed by FNC and whereas Customer recognizes a non-exclusive right to use the Software and wishes to have FNC provide software applications support with respect to the Software, IT IS HEREBY AGREED THAT:

1. **SCOPE OF WORK.** FNC shall provide software applications support for Software utilized by Customer on the specified computer system located at: City of Gainesville, PO Box 490 Station 14, Gainesville, FL 32602, for Software applications described in FNC Software Purchase Agreement(s) and respond to questions concerning: (1) operation of Software (2) procedures for implementing, installing and running Software (3) data base structure and accessing the data base, and (4) updating files and file maintenance and (5) debugging FNC licensed software only. (Debugging not applicable to software not proprietary to FNC).

Questions will be received during FNC's normal business hours, which are weekdays 8:00 a.m. to 5:00 p.m. Pacific Standard Time. Responses will be provided as soon as practicable, with priority given to questions which effect database integrity and current ability to utilize Software as installed. FNC will also provide the Customer with Software program maintenance, modifications, new development, documentation and training on an as available basis. The Customer will be made aware by FNC at the time of general release of any new products, which may be made available from time to time by FNC. This agreement does not obligate FNC to provide Customer with improvements or modifications, which were not developed during rendering of services pursuant to this Agreement. It is agreed that any modifications, additions, or enhancements to Software resulting from any work by FNC pursuant to this agreement and all documents with respect hereto shall become the property and proprietary information of FNC.

2. ACCESS TO CUSTOMER SYSTEM. Customer agrees to provide FNC with file access as requested and with sufficient support and test time on Customer's computer system to duplicate the problem, certify that problem is with the Software being maintained pursuant to this Agreement and certify problem has been corrected.

3. DESIGNATION OF CUSTOMER REPRESENTATIVES. Customer shall provide and designate appropriate knowledgeable personnel on its staff who shall be available to FNC as FNC may reasonably request for information, consultation and advice at no expense to FNC. Customer shall also designate one or more appropriate and knowledgeable persons who shall work with FNC personnel to assure the expeditious execution of work to be performed under this Agreement. These persons shall be empowered to request modifications or alterations of services performed and shall be the persons to whom any communications relating to this Agreement and determined any performance hereunder may be directed.

4. SERVICE REQUESTS. Customer shall be liable for all service requests made to FNC. Service requests may be made by phone, facsimile, or in writing by any authorized contact specified in this Agreement per Article 3.

5. CALCULATION OF PAYMENT. For purposes of determining the payment due for telephone support, any telephone call of less than fifteen minutes shall be billed at the rate of $\frac{1}{4}$ hour. All billings shall be rounded to the nearest unit of time. Customer shall be billed separately for software license fees, software installation charges and document preparation fees where appropriate. Customer shall, in addition to other amounts payable under this Agreement, pay all sales and other taxes, national, state or otherwise, however designated which are levied or imposed by reason of the transactions contemplated by this Agreement.

6. PAYMENT TERMS. All invoices shall be payable thirty days from date of invoice, in United States dollars. Payments received past thirty days after invoice date shall be subject to an additional late charge of 1.5 percent for every 30 days past due or ten dollars, whichever is more. Failure to pay FNC on a timely basis due to non receipt of extensive software modification requests still in progress, lack of comprehension of software applications by Customer, Customer's inability to immediately use the requested Software or other Customer controlled criteria shall result in immediate suspension of support which will not be reinstated until all payments for services are made to FNC, plus a retainer equal to twenty five percent (25%) of the past twelve months billing is received by FNC.

7. BILLING RATE ADJUSTMENTS. The service rates shall be adjusted for any increases in the cost of doing business as determined by FNC annually after the expiration of each one-year term. FNC may change its rate, terms, and conditions upon a 30-day written notification.

8. CUSTOMER MODIFICATIONS TO SOFTWARE. Customer agrees to inform FNC in writing of any modification(s) made by Customer to (a) software supported under the Agreement, (b) any other software being utilized with the Software, and (c) any operating system software being utilized on Customer's system. FNC shall not be responsible for maintaining Customer modified portions of the software or portions of the software affected by Customer modified portions of the software system. Corrections for difficulties or defects traceable to Customer's errors or systems changes shall be billed at FNC's standard time and material charges.

(2013 Software License & Support Agreement)

9. TERM OF AGREEMENT. This agreement shall remain in effect from the date it is accepted by FNC for a one-year term. Extensions to this agreement may be executed yearly upon agreement of both parties. FNC may, at its sole discretion, refuse to support Customer if Customer does not make payments within 45 days of invoice due date. If in FNC's judgment the Customer is consistently late in making payments, FNC shall advise the Customer in writing that any further late payments by the Customer will result in termination of FNC's obligations under this Agreement. If Customer fails to make timely payment of any invoice within 30 days after the sending of such notice by FNC, FNC may at its option terminate providing services under this Agreement immediately upon sending further written notice to Customer. FNC shall, at its sole discretion, immediately terminate services upon any notice of summons or suit involving FNC and Customer, employee or agent of Customer.

10. TERMINATION OF MODULE LICENSE FEE. Written notification is required in order to terminate a software module license. Adjustments to billing will be effective 30 days after FNC receives written notification from customer.

11. GENERAL PROVISIONS.

- A. FNC is not obligated by this Agreement to provide service to correct problems caused directly or indirectly as a result of accident, negligence or abuse by Customer or third parties or failure of Customer to have equipment maintained.
- B. This Agreement shall be effective on the date accepted and executed by an authorized representative of FNC and is not assignable or transferable without the prior written consent of FNC, and shall remain in effect until terminated as herein provided.
- C. IN NO EVENT SHALL FNC BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, AND CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATION UNDER THIS AGREEMENT.
- D. In no event shall FNC's liability for any services performed hereunder exceed two times the charges paid by Customer in the month which FNC's liability arose.
- E. Any notice to be delivered pursuant to this Agreement shall be deemed delivered upon personal delivery to the office of the party three days after deposit in the United States mail if mailed by first class mail, postage prepaid, registered or certified, and addressed to a party at the address set forth at the end of this Agreement.

- F. FNC warrants Software licensed and maintained under this Agreement shall perform in accordance with its written specifications. Program errors shall be corrected by FNC at no charge to Customer (exclusive, however of media, freight, or installation fees) within a reasonable time after FNC learns of the existence of the program error as long as this Agreement remains in force. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- G. In the event that any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable to the maximum extent possible.
- H. Waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.
- I. This Agreement shall be governed by and enforced in accordance with the laws of the State of Nevada as applied to contracts entered into in Nevada, by Nevada residents and to be performed entirely within the State of Nevada.
- J. This Agreement constitutes the entire agreement of the parties relating to the subject matter and supersedes all oral or written proposals or understandings and any oral representations concerning the subject matter of this Agreement. This Agreement may only be modified in writing duly executed by both parties.
- K. Buyer agrees to pay the amount of any taxes resulting from this Agreement or any activities hereunder, exclusive of taxes based upon net income of Seller.

U.S. Government Restricted Rights. Software and accompanying materials are provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (b)(3)(ii) of the Rights in Technical Data and Computer Software clause at 252.227-7013. Contractor/ manufacturer is FLEET-NET CORPORATION, 9183 W. FLAMINGO RD. #110 LAS VEGAS, NV 89147

12. RATES AND SUPPORT PLANS. The Customer must choose the amount of Budget Billing time required per TABLE "A", below.	
TABLE A - SUPPORT PLAN	
FNC Services Rendered	Budget Billing Plan. In exchange for lower support rates, the Customer elects to pre-purchased support time for twelve months, billed monthly. Minimum package is 2 hours per month. Time not used during any month is irredeemable. In the event that Customer exceeds telephone support hours purchased, the Customer will be billed according to the Time and Material Rates outlined below.
Programming, Debugging, Testing, Design, Consultation, Business Plan Improvement	Time and Material Rate...\$150.00 per hour
Software Update Releases	Shipping charges/ Phone Support
On-site Support and Training	\$1800.00 per technician, per day, including expenses
Training Seminars FNC's office	Cost per day for each attendee \$300.00
Telephone Software Support	* Minimum two (2) hours pre-purchased monthly for 12 months...\$ 60.00 per hour