

BUSINESS RECORDS CORPORATION

1431 Tallevast Road, Sarasota, FL 34243 • (800) 800-0056

SOFTWARE/HARDWARE CONTRACT

Date: May 22, 1997

C Nassau County Clerk of Court

S Same as Client

L P.O. Box 100

H

I Fernandina Beach, FL 32034

I

E

P

N Contact: Ms. Margie Armstrong

T Telephone:

T P.O. Number:

O Sales Rep: Jeffrey Schulze

Software Application	Purchase Price	Training Days	Training Price	Annual SSA Price
DELINQUENT COLLECTION SYSTEM				
MAINTENANCE				157.50/MO 1890.00/YR

Hardware Description	Purchase Price	Model/Feature	Qty	Total Amount	Total Annual HSA Price
POINT OF SALE, PRINTER, CONTROLLER					156.83/MO 1881.91/YR

Software TOTAL	1890.00				Total
Hardware TOTAL	1881.91		Training Total		Discount
					Grand Total 3771.91

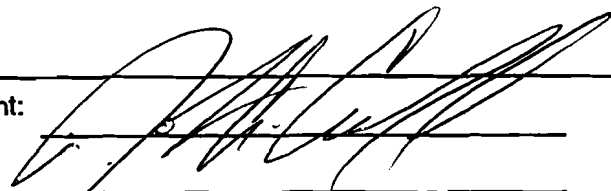
Commencement Date: 10/1/97

Termination Date: 9/30/98

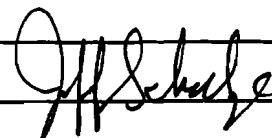
Special Instructions:

CONTRACT TO BE BILLED MONTHLY BEGINNING WITH OCTOBER, 1997 THROUGH SEPTEMBER 30, 1998

Signed Client:



BRC:



Date:

7/14/97

Date:

5/23/97

THIS AGREEMENT is made between BUSINESS RECORDS CORPORATION, a Delaware corporation referred to in this document as "BRC", and customer, referred to as "CLIENT", in order to clearly state the mutual responsibilities, considerations and commitments they have agreed to.

A. SPECIFIC PRODUCTS AND FEES. BRC will provide the Customer with the Licensed Software Products and Hardware listed on front, at the stated license fees/price.

Each Licensed Software product consists of object programs, control language procedures and a user reference manual. CLIENT acknowledges that changes to the systems are to be prepared by the CLIENT.

B. TRAINING, ASSISTANCE AND CONSULTATION. Included in the license fees, BRC will provide CLIENT with training, assistance or consultation as limited to the man hours set forth and conducted on the premises of BRC.

C. LIMITED SERVICES. This agreement specifically excludes:

- (1) additional consulting, training and installation assistance,
- (2) modification or development of Licensed Software Products,
- (3) updating of Licensed Software Products after the first 90 days from date of delivery, or 6 months from date of contract, whichever happens first,
- (4) conversion from predecessor systems. These services are separate and apart from this agreement and are properly a part of a PROFESSIONAL SERVICES AGREEMENT.

D. LIMITED LICENSE. CLIENT is granted a license to use the Licensed Software Products indicated for a period of ninety-nine (99) years. This license is granted for use by the CLIENT on a single computer processing unit and is not to be duplicated other than for internal backup copies or used by others without the express written permission of BRC. The license may not be transferred to any processing unit other than the original processor on which the software is installed without the express written consent of BRC.

E. ACCESS TO UPDATED VERSIONS. For a period of 90 days following the delivery of the software or 6 months from date of contract, whichever comes first, CLIENT will be entitled to all corrections or enhancements to the standard unmodified Licensed Software Products. After this period, CLIENT may elect to obtain updated versions of the Licensed Software Products through a software support agreement.

F. LIMITED WARRANTY. BRC represents that its sales literature and illustrative brochures are accurate in all material respects. Licensed software products are however, subject to continued revision and may, at times, be at variance with the sales literature. For a period of 90 days following the date of delivery, BRC agrees to correct, at its expense, in a timely manner, all substantive errors reported in writing by the CLIENT. The correction of the licensed software products may take the form of (1) corrected documentation, (2) corrected source or object code, or notice of availability of corrected code, (3) or a change in functional definition of the licensed software product. BRC does not guarantee service results or represent that all errors will be corrected. BRC will remain diligent in its efforts to correct errors. BRC will not be liable for any lost profits, or for any claim or demand against customer by any other party, and in no event will BRC be liable for consequential damages even if BRC has been advised of the possibility of such damages.

BRC AND CLIENT ACKNOWLEDGES THAT THIS AGREEMENT DOES NOT CONSTITUTE A SALE OF GOODS AND THAT THERE ARE NOT WARRANTIES MADE OR IMPLIED, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

G. RESPONSIBILITY FOR USE AND CONTROL. CLIENT agrees that it will be exclusively responsible for the supervision, management, and control of its use of the Licensed Software products; such responsibilities include, but are not limited to:

1. Insuring proper machine configuration, program installation, audit controls, and operating methods;
2. Establishing adequate software, hardware and data back up and recovery plans, based on alternate procedures;
3. Implementing sufficient procedures and check points to satisfy CLIENT'S requirements for security and the accuracy of input and output;
4. Providing qualified and properly trained computer operators;
5. Providing all forms and supplies necessary for the system;
6. Providing all necessary data preparation and entry.

H. PROPRIETARY RIGHTS. CLIENT recognizes that the Software Products licensed under this agreement are proprietary, and that BRC or the Licensed Software product's owner, referred to as "Proprietor", RETAINS OWNERSHIP OF ALL RIGHTS, TITLE AND INTEREST TO ITS LICENSED SOFTWARE PRODUCTS, which includes source programs, object programs, control language procedures, systems design, modular program structure, system logic flow, technical documentation, report and video formats, subroutines, processing techniques and procedures, and report generation. All enhancements made on behalf of CLIENT by BRC will be proprietary to BRC. Any improvements, creations, etc., whether patented, copyrighted or not, made by employees or agents of the CLIENT which relate to the System's data processing techniques by their work in connection with the System, are to be reported to BRC. The CLIENT hereby grants and agrees to grant to BRC the unrestricted right to practice such improvements, and to license others to practice such improvements without charge.

I. CONFIDENTIAL AND VALUABLE SUBSTANCE. CLIENT recognizes that the Licensed Software Products have substantial monetary value and are considered TRADE SECRET, PROPRIETARY, and CONFIDENTIAL. Proprietor is desirous of maintaining rigorous control over these Licensed Software Products. CLIENT therefore, agrees that it will exercise due care to prevent disclosure of the Licensed Software products including:

1. CLIENT shall insure that any identification labels or legal notices contained in any aspect of the Licensed Software Products are not modified, suppressed or in any other way made inconspicuous;
2. CLIENT shall restrict access to the Licensed Software products to only those employees of the CLIENT who must have access in order to perform their specific obligations in the CLIENT'S business. CLIENT shall take all necessary and proper precaution to insure that unnecessary and unauthorized access to the Licensed Software Products by its employees does not occur;
3. CLIENT agrees that it will take all reasonable precautions to insure that non CLIENT personnel, including non-employee agents of CLIENT, do not obtain access to or knowledge of the Confidential information without first obtaining the express written consent of BRC. BRC agrees that it will not unreasonably withhold such consent.

THIS AGREEMENT.

P. ACKNOWLEDGMENT. BY SIGNING THIS CONTRACT, THE CLIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS; AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR AND CONCURRENT PROPOSALS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF

this agreement may be brought by either party more than one year after the cause of action has arisen. including actual attorney's fees, which it incurs from enforcing this agreement. No action, regardless of form, arising out of 2. Litigation. If CLIENT defaults in any part of this agreement, CLIENT shall pay to BRC all costs and expenses, when deposited in the mail prepaid with prepaid postage.

1. Governing Law, Waiver, Notices. This agreement will be governed by the laws of the State of Florida, and is the entire agreement between the parties. A waiver of any part of this agreement shall be limited to that specific event and shall not be a waiver of the entire agreement. Any notices required in this agreement will be effective when in writing, and

O. GENERAL UNDERSTANDINGS. The commitments in this agreement are based on the following understandings: not modified or merged into other program materials as authorized herein. destroyed. This requirement will apply to all copies in any form including translation, whether partial or complete, and whether or all copies of the Licensed Software products received from BRC or made in connection with such license have been returned or Return or Destruction" certifying that through the CLIENT'S best effort, and to the best of the CLIENTS knowledge, the original and Upon termination by either party, CLIENT will furnish to BRC a completed form entitled "CLIENT Licensed Program Certification of decision of the arbitrator shall be final, and binding upon the parties.

shall be submitted to an arbitrator appointed by, and operating under the rules of the American Arbitration Association. The written arbitrator is pending, this agreement shall remain binding on the parties. All disputes involving the termination of this agreement arbitration procedure. The party wishing to terminate the agreement shall have the burden of proof. While the decision of the the other party. The non-terminating party may contest the propriety of the termination by submission to an arbitrator under the provision or condition set forth herein by giving thirty (30) days written notice of a desire to terminate, and the specific grounds, to N. TERM. Either party may terminate this agreement prior to its expiration for the failure of the other party to comply with a major rights without the consent of CLIENT.

without the prior written consent of BRC and BRC agrees that it will not unreasonably withhold such consent. BRC may assign its M. ASSIGNMENT. This agreement and the rights granted by it cannot be assigned or otherwise transferred by the CLIENT BRC amounts equal to the resulting taxes.

L. TAXES. The contract price does not include taxes of any kind, if under any applicable law, BRC is required to collect or pay taxes on the software products or services furnished in this agreement, exclusive of income taxes, then CLIENT agrees to pay to signing this agreement, 40% upon delivery of the Licensed Software Products and the remaining 20% within 30 days of receipt of the product. A credit for the training and consultation hours will be applied as used.

K. DELIVERY AND PAYMENT. CLIENT agrees to pay, on a non-refundable basis, 40% of the software license fees upon however, if modifications are made, all warranties are immediately voided.

J. RIGHT TO MODIFY. CLIENT will have the right to modify the Licensed Software Products without the prior consent of BRC, protect Proprietors rights.

any recurrence thereof and cooperate with BRC in any litigation or other proceedings deemed necessary by BRC to Products. CLIENT shall promptly furnish BRC with full details of such possession, use or knowledge, assist in preventing 6. CLIENT agrees to notify BRC immediately of any unauthorized possession, use or knowledge of any Licensed Software copy of duplicate any physical embodiments of the Licensed Software Products, other than for internal backup purposes; and CONFIDENTIAL and belonging solely to Proprietor and shall not, without the prior written permission of Proprietor,

5. CLIENT shall treat the ideas and expressions contained in the Software Products as TRADE SECRET, PROPRIETARY unaffiliated persons;

4. CLIENT will use all reasonable precautions to prevent the Licensed Software Products from being acquired by



BUSINESS RECORDS CORPORATION

BOARD MEETING

DATE: 2/14

ACTION: 1

INFO: _____

May 22, 1997

Nassau County Clerk of Court
c/o Ms. Margie Armstrong
P.O. Box 100
Fernandina Beach, FL 32034

Dear Margie:

The enclosed contracts are for Business Records Corporation's Delinquent Collection System maintenance and hardware maintenance services for the contract year beginning October 1, 1997 through September 30, 1998.

Upon the contracts meeting with your approval, please execute all three copies and return one copy to our Sarasota office. The second and third copies are for your files and submission to the Department of Revenue, if required.

Should you have any questions, please give me a call at 1-800-800-0056.

We are looking forward to serving you in the coming year.

Sincerely,

Jeffrey Schulze
Southeast Region Tax Manager

JS:md

:Enclosure

CALL YOUR SOUTHEAST REGIONAL REPRESENTATIVE AT 800-800-0056
1431 Tallevast Road, Sarasota, Florida 34243 Phone: 941-351-4981 • Fax: 941-351-4985

SOFTWARE \$ 1850.00 / YR
ADUJ 1881.91 / YR
TOTAL \$ 3731.91 ANNU. AMT

LF

RECEIVED
6/5/97

1997