

Software License Agreement
Between
Aptitude Solutions (Aptitude)
And
Nassau County, Florida, Clerk of the Circuit Court (Licensee)
SOFTWARE SUPPLEMENT

I. The Licensed Software

1. Aptitude will provide the Licensee with the Tribute Tax Deed System which includes the following functionality:

A. Scanning Technology

Greatly reduces internal paper flow by storing electronic copies of the entire tax deed file.

B. Fee Calculation

Auto-calculates all fees and interest. Allows for up to date calculation of the redeemable value based on most current fees and interest.

C. Task List/Milestones

Workflow tools that provide the ability to identify in progress and completed task, as well as a user based audit trail.

D. Auto Form Generation

Auto populates templates for mailings labels, correspondence, tax deed documents, file folder labels, and Sheriff Memorandums.

E. Receipting

General ledger accounting function allows for receipting of monies and accurately tracking the receipt and distribution of funds.

F. Official Record Import

OnCore customers can import official records images directly from OnCore into the Tribute Tax Deed System.

G. Search Engine

Allow public users to search and review tax deed files. Internet searches also provide hot links to the Property Appraisers and Tax Collectors sites where available.

2. All necessary documentation and manuals.

3. All necessary 3rd party control licenses are supplied with the Tribute Tax Deed System.

II. Professional Services

1. Aptitude will provide the following services required for the completion of the installation:

- A. **Data and Image Conversion.** Conversion of Licensee’s County Tax Deed database (please see complete pre-install workbook for complete listing of data fields) into the Tribute Tax Deed System database, plus conversion of existing images or providing a programming link to existing images.
- B. **Installation of Software.**
 - a) Installation of the Tribute system on Licensee servers in a test area for initial training and testing period.
 - b) Installation of the Tribute system into a “live”, production environment upon completion of testing, converting and training.
- C. **Training.** Training of Clerk’s Tax Deed department employees on the Tribute System.

2. The table below defines the estimated days that will be required. Any additional days will be invoiced at \$850 per day per trainer.

Training Description	Number of Days
Site Evaluation/Process Mapping	1
Manager, Supervisor and User Training	2
Conversion Data Testing	3
Public Search Training	1
Onsite Support for Final Implementation	3
Total Training Days	10

III. Fee Summary

The table below summarizes the fees for this agreement.

<i>Tribute License Fee</i>		\$45,000.00
<i>Installation Fee</i>		\$7,500.00
<i>Training Fee</i>	<i>Includes 10 person-days detailed in Item II</i>	\$8,500.00
<i>Data Forms Conversion Fee</i>	<i>See Item II for details</i>	\$5,500.00
<i>Annual Maintenance Fee</i>		\$9,000.00

Licensee is responsible for actual travel expenses incurred by Aptitude. Travel expenses incurred during training and installation will be invoiced monthly.

IV. Extras

A. Items not included in the Fee Summary are considered "Extras" as noted below:

1. Software modifications – There will be an additional fee for any software modification requested by the Licensee. The billable rate for any such modification is \$175 per hour.
2. Additional training. Additional training beyond that defined above will be billed at \$850 per trainer per day.



Initials Aptitude Solutions



Initials Licensee

V. Scope of Services - Aptitude

A. Aptitude will provide the following services:

1. Aptitude will appoint a project manager for the Licensee transition.
2. Aptitude will deliver the software and services set forth in the Software License Agreement between Aptitude Solutions and Licensee.
3. Aptitude will supply the required hardware specifications to Licensee so that Licensee may set about procuring the necessary components at their own expense.
4. Aptitude will supply Licensee with software specifications for required operating systems and network software so that Licensee may set about procuring the necessary components at their own expense.
5. Aptitude will assist Licensee (at no charge) telephonically with set up issues

for installation of the necessary hardware and operating/network software environment. Aptitude can also provide on-site assistance with set-up issues at our then prevailing hourly rates for technical support.

6. Aptitude will handle all of the data conversion specifically mentioned in the Software License Agreement.
7. Aptitude will handle the installation of the Tribute application into a test area on Licensee's servers for initial testing and training.
8. Aptitude will provide training on-site at the offices of the Licensee. Additional training days beyond those outlined in this Software Supplement (Section II) will be provided if necessary as determined by Licensee, at Aptitude's then prevailing rates for those services.
9. Aptitude will provide all of the necessary documentation referenced in the Software License Agreement.

B. Specifically excluded from this agreement include the following:

1. Conversion of data and images following go-live and customer acceptance. If the Licensee requests additional data and images to be converted after go-live, Aptitude will provide Licensee with a proposal for such work.
2. Modifications and/or enhancements to the Tribute system. Licensee is licensing the most currently released version of the Tribute system and this scope of services is to implement this version without modification. Any modifications or enhancements to the software, including creation of additional reports, are explicitly out of scope of this agreement. If the customer requests modifications or enhancements, including additional reports, Aptitude will provide Licensee with a proposal for such work.
3. On-site support following go-live and customer acceptance. If the customer requests on-site support or additional training following system acceptance, Aptitude will provide such assistance at the then prevailing rate, plus expenses.

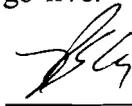
VI. Scope of Services - Licensee

A. Licensee will provide the following services:

1. Licensee will appoint a project manager to oversee the various responsibilities of Licensee's Office.
2. Licensee will be responsible for the timely procurement, at its own expense, of the necessary hardware referenced as minimum required hardware in the pre-install workbook given to Licensee in our initial site visit.

Exhibit 1

3. Licensee will be responsible for the timely procurement, at its own expense, of the necessary software referenced as minimum required software in the pre-install workbook given to Licensee.
4. Licensee will be responsible for the timely procurement, at its own expense, of the necessary network topology and related cabling as referenced in the pre-install workbook given to Licensee.
5. Licensee is responsible for supplying Aptitude with the necessary information on its present database, for the purpose of conversion, in a timely fashion. The information may include record layout information and copies in a media mutually agreed on for the actual data.
6. Licensee is responsible for insuring that the appropriate personnel are available for training and other purposes as site visits by Aptitude personnel become necessary.
7. Licensee is responsible for testing the county's data and images after they have been converted and prior to go-live.



Initials Aptitude Solutions



Initials Licensee

SOFTWARE MAINTENANCE AGREEMENT

between

APTITUDE SOLUTIONS, INC.

("Aptitude")

having its principal place of business at:

851 Trafalgar Court, Suite 160 West

Maitland, FL 32751

Facsimile: 407-260-2315

and

**Nassau County, Florida
Clerk of the Circuit Court**

("Licensee")

having its address at:

76347 Veterans Way

Yulee, FL 32097

(1) Definitions and Identifications. For all purposes of this Agreement, unless the context specifically indicates otherwise, and in addition to other terms defined only within the internal text of this Agreement or incorporated by reference into this Agreement, the terms defined in this section shall be applicable. Unless otherwise specifically provided herein, all defined terms used in the Software License Agreement shall have the same meaning assigned thereto when used in this Agreement.

(a) *Basic Maintenance Fees* – the fees for Covered Maintenance Services specified in §7 of this Agreement.

(b) *Basic Maintenance Period* – the basic maintenance period specified in §6 of this Agreement.

(c) *Covered Maintenance Services* – includes all Conformity Maintenance Services and all Upgrade Maintenance Services.

(d) *Conformity Maintenance Services* – services necessary to insure that the Software operates in conformity with all Functional Specifications.

(e) *Critical Defect* – an Error in the Software or Documentation which renders the Software unable to perform a Functional Specification.

(f) *Non-Critical Defect* – any defect in the Software or Documentation other than a Critical Defect.

(g) *Online Support* – the provision of diagnostic advice and assistance concerning the use and operation of the Software via a virtual private network or similar method.

(h) *Telephone Support* – the provision of general information and diagnostic advice and assistance concerning the use and operation of the Software via telephone.

(i) *Upgrade Maintenance Services* – all Enhancements developed by Aptitude for the Software and related Documentation during the term of this Agreement.

(2) Agreement. This agreement (the “Agreement”) covers the maintenance of Software licensed or delivered by Aptitude for the benefit of Licensee pursuant to that certain concurrently effective Software License Agreement (the “Software License Agreement”) between the parties. **THIS AGREEMENT PROVIDES MAINTENANCE SERVICES ONLY WITH RESPECT TO SOFTWARE, INCLUDING THIRD PARTY SOFTWARE, SUPPLIED BY APTITUDE TO LICENSEE PURSUANT TO THE TERMS OF THE SOFTWARE LICENSE AGREEMENT. THIS AGREEMENT DOES NOT PROVIDE FOR MAINTENANCE SERVICES FOR ANY THIRD PARTY SOFTWARE NOT SUPPLIED BY APTITUDE TO LICENSEE OR FOR ANY HARDWARE.**

(3) Initial Maintenance Term. The initial term (“Initial Term”) of this Agreement shall begin ninety (90) days following the Software Acceptance Date (“Maintenance Agreement Effective Date”). Unless sooner terminated in accordance with §15 hereof, or unless extended in accordance with §4 hereof, the term of this Agreement shall remain in effect for a period ending on the date immediately prior to the third (3rd) annual anniversary date of the Maintenance Agreement Effective Date.

(4) Automatic Renewal and Subsequent Term. Upon expiration of the Initial Term, this Agreement shall be automatically extended for successive three (3) year periods (each such three (3) year period referred to as a "Subsequent Term"), unless the term of this Agreement is terminated during any such Subsequent Term in accordance with §15 of this Agreement.

(5) Software. This Agreement covers all Software as described in the initial License Summary incorporated into the Software License Agreement as *Exhibit 1* attached thereto. Unless Licensee otherwise notifies Aptitude, all subsequently ordered Software installed by Aptitude shall be automatically added to this Agreement immediately upon the expiration of the Warranty Period for such subsequently ordered Software.

(6) Basic Maintenance Period. The Basic Maintenance Period commences on Monday and continues through Friday of each week (7:30 a.m. to 6:00 p.m., Licensee Local Time), except on the following recognized holidays ("Holidays"): New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, and Christmas Day.

(7) Basic Maintenance Fees. Basic Maintenance Fees during the Initial Term are set forth in the License Summary. Basic Maintenance Fees become effective upon the expiration of the Warranty Period with respect to the applicable item of Software. Basic Maintenance Fees for subsequently ordered Software shall be the Aptitude Basic Maintenance Fees in effect and applicable thereto at the time of delivery. Aptitude's Basic Maintenance Fees for all Software originally included in the initial License Summary will not be increased during the Initial Term of this Agreement. For each Subsequent Term, Basic Maintenance Fees may be adjusted by Aptitude annually (subject to any written agreement of the parties with respect to a specified period of non-adjustment), effective as of each annual anniversary date of the Maintenance Agreement Effective Date. Each such adjustment shall be as mutually agreed upon in writing by the parties; *provided, however*, that, in the event the parties fail to so agree on or prior to an annual anniversary date of the Maintenance Agreement Effective Date, the annual Basic Maintenance Fees for each respective item of Software for any annual period shall equal the annual Basic Maintenance Fees in effect for such item of Software during the initial annual period (*i.e.*, anniversary date of the Maintenance Agreement Effective Date to the date immediately preceding the next annual anniversary date of the Maintenance Agreement Effective Date) in which such item of Software first became subject to Basic Maintenance Fees hereunder (the "Initial Annual Period"), multiplied by one hundred and five percent (105%) for the first annual period following the Initial Annual Period, which percentage multiplier shall increase by five (5) percentage points for each annual period following such first annual period (*i.e.*, 110% for the second annual period following the Initial Annual Period, 115% for the third annual period following the Initial Annual Period, *etc.*), including, without limitation, any annual period which includes a period of non-adjustment as described above. Notwithstanding any other term or provision of this §7, under no circumstances shall the Basic Maintenance Fees payable to Aptitude hereunder in respect of any item of Software during any applicable annual period be less than the Basic Maintenance Fees payable to Aptitude in respect of the

same item of Software for the applicable annual period immediately preceding the applicable annual period for which each respective annual computation is made hereunder.

(8) *Payment of Basic Maintenance Fees.*

(a) *Annual Invoices.* Basic Maintenance Fees shall be invoiced and paid annually in advance. Invoices for annual Basic Maintenance Fees shall be due and payable within thirty (30) days following receipt of invoice by Licensee.

(b) *Subsequently Ordered Software.* Basic Maintenance Fees for subsequently ordered Software shall be paid annually in advance but pro-rated for the applicable annual period of this Agreement based upon the conclusion of the Warranty Period for such subsequently ordered Software.

(c) *Failure of Payment.* In the event payment is not made as specified in this Agreement, Licensee shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month or part thereof that such sum is overdue; *provided, however,* that if Licensee is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this §8(c).

(9) *Covered Maintenance.*

(a) *General.* Aptitude will provide to Licensee all required Covered Maintenance Services. All Conformity Maintenance Services and all Online Support and Telephone Support will be performed by Aptitude during the Basic Maintenance Period. Covered Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software, such as magnetic tape cards, optical disks, disk packs, paper, and similar items, and such items are not provided free of charge by Aptitude hereunder.

(b) *Upgrade Maintenance Services.* As a part of this Agreement, Licensee shall also have the right to receive from Aptitude, without additional service charge, all Upgrade Maintenance Services. Upgrade Maintenance Services include the right to receive, during the applicable Software Warranty Period and during the term of this Agreement (except as otherwise provided in §9(c) hereof), all Enhancements to the Software, including all related update releases and associated Documentation. The right to receive Upgrade Maintenance Services does not include installation of any new release for an Enhancement or any training, and also does not include any New Product, all of which are separately chargeable by Aptitude.

(c) *Support of Outdated Software.* Support by Aptitude of previous versions of Software will cease ninety (90) days following the availability of a new Enhancement release. Failure of Licensee to install new Software Enhancement releases or any other correction or improvement provided by

Aptitude shall relieve Aptitude of responsibility for the improper operation or any malfunction of the Software as modified by any subsequent correction or improvement, but in no such event shall Licensee be relieved of any of its payment obligations to Aptitude hereunder, and Aptitude shall be released thereafter from its obligation to support the Software as provided herein. After failure to install for in excess of ninety (90) days, in order for Licensee to return to current Software release level, Licensee must obtain a Software audit at the then current Aptitude rates. Following any such reinstatement to current release level, Aptitude will reinstate Covered Maintenance Services hereunder.

(d) *Online Support and Telephone.* Online Support and Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. A toll-free maintenance telephone number is provided for Telephone Support from Aptitude's corporate offices. Remote diagnostics equipment is required at a minimum of one Licensee location for remote support, which equipment is to be obtained by Licensee at its sole expense.

(e) *Exclusions.* Covered Maintenance Services do not include any of the following: (i) maintenance outside the agreed upon Basic Maintenance Period; (ii) maintenance required by: (a) operator error or improper operation or use of the Software by Licensee; (b) modifications, repairs, or additions to the Software performed by Persons other than Aptitude, and Licensee shall notify Aptitude of any such modifications, repair, or addition; (c) modifications, repairs, or additions to hardware or to any software supplied by any Person other than Aptitude; (d) damage to Software by Licensee's employees or third Persons, including, without limitation, damage caused by improper operation or use of other software, hardware, or other equipment; (e) causes beyond the reasonable control of Aptitude, including, without limitation, any matter described in §14 (Excusable Delays) of this Agreement; (f) electrical disturbances, outages, brownouts, or similar events; (g) Aptitude's requested involvement in determining or solving a problem with the Software and/or any other software, hardware, or equipment not covered by this Agreement; (h) damage to optical or magnetic media or any work effort associated with copying, reconstructing, or restructuring files or data; (i) damage resulting from radiation, radioactivity, ultraviolet light, or similar agents; (j) training services other than those expressly provided for without charge pursuant to the terms of the Software License Agreement; (k) travel costs, including, without limitation, mileage, air fare, meals, lodging, and similar items, except those incurred by Aptitude in connection with the provision of Covered Maintenance Services; (l) any New Product; (m) Software removed or detached from the System; or, (n) modifications to the Software or to any of the Functional Specifications requested by Licensee.

(10) Response Times. Aptitude will use its best good faith efforts to respond within four (4) hours (but only during the Basic Maintenance Period) of notice from Licensee of the need for Conformity Maintenance Services or notice of a request for Online Support or Telephone Support. Any such notice from Licensee shall, to the extent possible, identify all Critical Defects, and, in connection with the provision of any Conformity Maintenance Service, Online Support, and/or Telephone Support, Licensee shall, at its own expense, provide its full good faith support and cooperation with Aptitude's efforts at resolution. Aptitude will use its best good faith efforts to correct all Critical Defects within twenty-four (24) hours after notice from Licensee of the applicable Critical Defects. Non-Critical Defects will be

corrected, if correction is reasonably possible, before the earlier of: (a) seventy-five (75) days following the date of next release (following notice of defect from Licensee) of an Enhancement relating to the applicable Software component; or, (b) one (1) year following notice of defect from Licensee.

(11) Billable Call Maintenance. Any maintenance service or related service or training other than Covered Maintenance Services will be charged at Aptitude's then current billable call maintenance rates in effect. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half of one hour (1/2 hour). Should billable call maintenance services require travel to the Licensee's site, Licensee will also be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, airfare, meals, lodging, and similar expenses; *provided, however*, that, in the event Licensee is a governmental agency or authority, travel expenses shall be limited in amount by applicable federal or state statutory requirements. All charges for billable call maintenance shall be due and payable within thirty (30) days following invoice by Aptitude.

(12) Taxes. All Software maintenance fees and all other charges payable hereunder are exclusive of federal, state, and local Taxes. Licensee shall pay or reimburse Aptitude for all such applicable Taxes (exclusive of income and gross receipts Taxes properly payable by Aptitude) and Aptitude may add such Taxes to invoices submitted to Licensee.

(13) LIMITATION OF LIABILITY. IN NO EVENT SHALL APTITUDE BE RESPONSIBLE TO LICENSEE UNDER THE TERMS OF THIS AGREEMENT OR OTHERWISE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS OF USE. IN NO EVENT SHALL APTITUDE'S LIABILITY HEREUNDER WITH RESPECT TO THIS AGREEMENT IN THE AGGREGATE FOR ALL CLAIMS EXCEED FIFTY PERCENT (50%) OF THE MAXIMUM BASIC MAINTENANCE FEES PAID HEREUNDER BY LICENSEE TO APTITUDE DURING ANY ONE-YEAR PERIOD. THE LIMITATIONS OF APTITUDE'S LIABILITY HEREUNDER SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. LICENSEE UNDERSTANDS THAT THE FEES CHARGED HEREUNDER BY APTITUDE SPECIFICALLY REFLECT THE ALLOCATION OF RISK AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS SECTION, AND THAT THE REMEDIES PROVIDED TO LICENSEE HEREUNDER ARE ADEQUATE.

(14) Excusable Delays. Notwithstanding any other term or provision hereof, Aptitude shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of Aptitude, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state, or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

(15) Termination.

(a) *Termination at Will.* During the Initial Term or any Subsequent Term of this Agreement, neither Party may terminate the term of this Agreement for reasons other than those expressly provided for in this Agreement; *provided, however*, that either Party hereto may terminate the term of this Agreement at any time as of and effective at the conclusion of the Initial Term or any Subsequent Term upon notice to the other Party given not later than ninety (90) days prior to the conclusion of the then current term of this Agreement.

(b) *Termination by Aptitude for Non-Payment or Upon Termination of License.* Aptitude may terminate the term of this Agreement and its obligation to provide Covered Maintenance Services or any other service hereunder upon notice to Licensee in the event (i) Licensee fails to make any payment when due to Aptitude after ten (10) days notice of such failure to pay from Aptitude; or, (ii) in the event of the termination of Licensee's license of the Software. No termination pursuant to this subsection (b) shall relieve Licensee of its payment obligations to Aptitude pursuant to the terms of this Agreement or otherwise.

(c) *Termination by Licensee.* Licensee may terminate the term of this Agreement upon notice to Aptitude in the event Licensee's license of the Software is terminated pursuant to §12(b) of the Software License Agreement.

(d) *General Effect of Termination.* No termination of the term of this Agreement shall relieve any Party hereto of any continuing payment obligation hereunder, or shall terminate any right or remedy available to a Party as a consequence of any breach of this Agreement prior to the effective date of termination.

(16) Miscellaneous Provisions.

(a) *Materiality of Breach.* Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and, therefore, is a material term hereof.

(b) *Governing Law; Jurisdiction.* This Agreement is to be governed by and construed and enforced in accordance with the internal laws of the state of Florida, without giving effect to the principles of conflicts of laws thereof. Each Party hereto consents to the exclusive personal jurisdiction and exclusive venue of the federal and state courts with jurisdiction in Orange County, Florida, for a resolution of all disputes arising out of the construction, interpretation, or enforcement of any term or provision of this Agreement, and each Party hereby waives the claim or defense that such courts constitute an inconvenient forum. **BY ENTERING INTO THIS AGREEMENT, APTITUDE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH ANY SUCH DISPUTE. NOTWITHSTANDING THE FOREGOING, UPON THE DEMAND OF EITHER PARTY HERETO, ANY ACTION OR PROCEEDING SEEKING TO**

ENFORCE OR TO INTERPRET ANY PROVISION OF THIS AGREEMENT OR ANY RIGHT OR OBLIGATION, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OBLIGATION, OF ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT OR ARISING OUT OF APTITUDE'S RELATIONSHIP HEREUNDER WITH COUNTY, SHALL BE DETERMINED EXCLUSIVELY BY ARBITRATION CONDUCTED IN ORANGE COUNTY, FLORIDA, UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

(c) *ARBITRATION.* UPON THE DEMAND OF EITHER PARTY HERETO, ANY ACTION OR PROCEEDING SEEKING TO ENFORCE OR TO INTERPRET ANY PROVISION OF THIS AGREEMENT OR ANY RIGHT OR OBLIGATION, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY RIGHT OR OBLIGATION, OF ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT OR ARISING OUT OF APTITUDE'S RELATIONSHIP HEREUNDER WITH LICENSEE, SHALL BE DETERMINED EXCLUSIVELY BY ARBITRATION CONDUCTED BY AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; *PROVIDED, HOWEVER,* THAT ARBITRATION SHALL, AT APTITUDE'S OPTION, NOT BE REQUIRED IN ANY ACTION OR CLAIM BY APTITUDE WHICH INCLUDES A REQUEST FOR INJUNCTIVE, EQUITABLE, OR OTHER EMERGENCY RELIEF.

(d) *Binding upon Successors and Assigns.* Subject to, and unless otherwise provided in, this Agreement, each and all of the covenants, terms, and provisions contained herein shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

(e) *Severability.* If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.

(f) *Entire Agreement.* This Agreement, together with any and other material incorporated herein, constitute the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any Party whose signature appears thereon, and all of which together shall constitute one and the same agreement.

(g) *Amendment and Waivers.* Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach hereof or default hereunder shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

(h) *Title to Software Change Materials.* All changes, Maintenance Modifications, Enhancements, and other additions to the Software or any Documentation shall remain proprietary to Aptitude, and shall be subject to all of the terms and conditions of the Software License Agreement.

(i) *Notices.* Whenever any Party hereto desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by personal service (which shall include delivery by delivery service, over-night delivery service, telecopy, or telefax) or mailed, by United States certified mail, postage prepaid, and addressed to each Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt, but, if sent by certified mail in the manner set forth above, shall be effective three (3) days following deposit in the United States mail. Any Party may change its address for such communications to another address in the United States of America by giving notice thereof to the other Party in accordance with the requirements of this section.

(j) *Construction of Agreement.* This Agreement has been negotiated by the respective Parties hereto, and the language hereof shall not be construed for or against any Party. The titles and headings herein are for reference purposes only, and shall not in any manner limit the construction of this Agreement, which shall be considered as a whole.

(k) *Further Assurances; Cooperation.* Each Party hereto shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

(l) *Independent Contractor Status.* Licensee hereby retains Aptitude as an independent contractor to Licensee, and Aptitude hereby accepts such appointment. It is the intention of the Parties hereto that their relationship, as created by this Agreement, is that of an independent contractor and contractee, and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties hereto. Neither Party shall hereby acquire any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity.

(m) *Absence of Third Party Beneficiary Rights.* No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any Person other than the Parties and their proper successors and assigns, and all terms and provisions hereof shall be personal solely between the Parties to this Agreement and such proper successors and assigns.

(n) *Fees and Costs.* In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for a declaratory judgment, or for the construction or interpretation of this

Agreement or any right or obligation under or impacted by this Agreement (in each case, a "Proceeding"), the Party which substantially prevails in any such Proceeding shall be entitled to recover from the other Party all of such prevailing Party's fees and costs therein, including, without limitation, attorney's fees, court costs, and costs of expert witnesses and of investigation, incurred at or in connection with any level of the Proceeding, including all appeals thereof.

IN WITNESS WHEREOF, the Parties have hereunto set their hands, by their duly authorized representatives.

Signed in the presence of:

Brenda Linville
Brenda Linville

Name: (please print)

Connie H. Acton
CONNIE H. ACTON

Name: (please print)

Signed in the presence of:

Amir Haghghi
Amir Haghghi

Name: (please print)

Gregory E. Echstein, Jr.
Gregory Echstein, Jr.

Name: (please print)

NASSAU COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT

By: [Signature]

Name: John Crawford

Title: Clerk of the Circuit Court

Date: _____

APTITUDE SOLUTIONS, INC.

By: [Signature]

Name: Paul S Miller

Title: Executive Vice President

Date: 11/28/2007

SOFTWARE LICENSE AGREEMENT

between

APTITUDE SOLUTIONS, INC.

("Aptitude")

a Florida corporation

having its principle place of business at:

851 Trafalgar Court, Suite 160 West

Maitland, FL 32751

Facsimile: 407-260-2315

and

**Nassau County, Florida
Clerk of the Circuit Court**

("Licensee")

having its address at:

76347 Veterans Way

Yulee, FL 32097

(1) Definitions and Identifications. For all purposes of this Agreement, unless the context specifically indicates otherwise, and in addition to other terms defined only within the internal text of this Agreement, the terms defined in this §1 shall be applicable:

(a) *Agreement* – this Agreement, all exhibits thereto, and any and all subsequent duly executed amendments thereto.

(b) *Confidential Information* – Copyrights, Trade Secrets, Technical Information, Technology, and any and all other confidential and/or proprietary information provided by one Person (“Discloser”) to another Person (“Recipient”) pursuant to this Agreement or otherwise, relating to, among other items, the research, development, products, processes, business plans, customers, finances, suppliers, and personnel data of or related to the business of Discloser, including, without limitation, the Software and all Documentation. Confidential Information shall also include all “non-public personal information” as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S. C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the “GLB Act”), as the same may be amended from time to time. Confidential Information does not include any information: (1) Recipient knew before Discloser provided it; (2) which has become publicly known through no wrongful act of Recipient; (3) which Recipient developed independently, as evidenced by appropriate documentation; or, (4) of which Recipient becomes aware from any third Person not bound by non-disclosure obligations to Discloser and with the lawful right to disclose such information to Recipient. Notwithstanding the foregoing, specific information will not be deemed to be within the foregoing exceptions merely because it is contained within more general information otherwise subject to such exceptions.

(c) *Copyrights* – copyrighted and copyrightable materials, whether or not registered, published, or containing a copyright notice, in any and all media, and further including, without limitation, any and all moral rights and corresponding rights under international agreements and conventions, all Derivatives thereof, and any and all applications for registrations, registrations, and/or renewals of any of the foregoing.

(d) *Deliverables* – those components, milestones, and/or materials, including, without limitation, the Software, Documentation, Maintenance Modifications, and Enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement and/or an effective Maintenance Agreement. Deliverables can mean either Deliverables required from Aptitude (“Aptitude Deliverables”) or Deliverables required from Licensee (“Licensee Deliverables”).

(e) *Derivatives* – any and all adaptations, enhancements, improvements, modifications, revisions, or translations, whether to Intellectual Property or otherwise.

(f) *Documentation* – manuals, user guides, and other documentary materials for use with the Deliverables, including, without limitation, all Derivatives thereof.

(g) *Enhancements* – changes or additions, other than Maintenance Modifications, to Software and related Documentation, including, without limitation, all new releases, that improve functions, add new functions, or significantly improve performance by changes in system design or coding; *provided, however*, that Enhancements do not include any New Product.

(h) *Error* – (1) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet Functional Specification therefor; or, (2) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the Documentation to meet the Functional Specification therefor.

(i) *Functional Specifications* – the design and/or performance criteria for and qualities of the Software described as Functional Specifications in the Software Supplement.

(j) *Intellectual Property* – (1) Trade Secrets, (2) Copyrights, (3) Derivatives, (4) Documentation, (5) Patents, (6) Software, (7) Technical Information, (8) Technology, and (9) any and all proprietary rights relating to any of the foregoing.

(k) *Licensee* – the Person executing this Agreement.

(l) *Licensee Data* – all data of Licensee, whether proprietary or non-proprietary to Licensee, converted to the System.

(m) *Licensee Materials* – all Licensee Data and all Derivatives thereof.

(n) *Maintenance Agreement* – a separate written agreement setting forth the terms and conditions under which maintenance services for the Software will be provided by Aptitude to Licensee after the expiration of the Warranty Period.

(o) *Maintenance Modification* – any modification or revision (except to the extent the same constitutes an Enhancement or a New Product) to Software or Documentation that corrects Errors, supports new releases of the operating systems with which the Software is designed to operate, supports new input/output (I/O) devices, or provides other incidental updates and corrections.

(p) *Material Breach* – failure by a Party to perform any requirement, duty, or obligation upon it as provided for in this Agreement, other than as accepted pursuant to the provisions of §15 (Excusable Delays) of this Agreement.

(q) *New Product* – any change or addition to Software and/or related Documentation that: (1) has a value or utility separate from the use of the Software and Documentation; (2) as a practical matter, may be priced and offered separately from the Software and Documentation; and, (3) is not made available to Aptitude’s licensees generally without separate charge. In the event of any disagreement between the Parties with respect to whether a particular change or addition constitutes a New Product, the good faith determination of such issue by Aptitude shall be final, binding, and conclusive.

(r) *Party* – either Aptitude or Licensee, and “Parties” means both of the same.

(s) *Patents* – all patentable materials, letters patent, and utility models, including, without limitation, all reissues, continuations, continuations-in-part, renewals, Derivatives, and extensions of any of the foregoing and all applications therefor (and patents which may issue on all such applications).

(t) *Person* – an individual, partnership, corporation, association, joint stock company, limited liability company, trust, joint venture, unincorporated organization, or any governmental agency or authority.

(u) *Scope of Services* – the written description and specifications for the System, including, without limitation, the Deliverables and Functional Specifications, and all milestone, delivery, and acceptance schedules, as described in the Software Supplement.

(v) *Software* – includes, as applicable, all Aptitude Software and all Third Party Software supplied by Aptitude pursuant to this Agreement. Software shall include any Maintenance Modification or Enhancement thereto created by Aptitude from time to time during the Warranty Period of this Agreement and/or thereafter during the term of any effective Maintenance Agreement. The term “Software” does not include New Products except to the extent added to the Software by separate agreement of the Parties as to additional fees, terms, and conditions.

(w) *Software Acceptance Date* – the date of final acceptance of the System by Licensee as described in §4(e) of this Agreement.

(x) *Software Supplement* – the Software Supplement attached hereto as *Exhibit 1*.

(y) *System* – the Software system developed by Aptitude in accordance with the Scope of Services for use by Licensee and solely in the Territory pursuant to the terms and conditions of this Agreement.

(z) *Taxes* – all federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar taxes), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other taxes of any kind, including, without limitation, any interest, penalty, or addition thereto, whether or not disputed.

(aa) *Technical Information* – know-how, data, and other technical information including, without limitation: (1) engineering documentation, such as development records, production software information, algorithms, flow charts, design information, drawings, specifications, and data sheets; (2) manufacturing documentation such as manufacturing drawings, instructions, specifications, procedures, methods, standards documentation, tooling and fixture drawings, process specifications and instructions; and, (3) quality and reliability documentation such as quality plans, specifications, instructions, procedures, test plans, test records and regulatory documentation; and further including any and all Intellectual Property therein or relating or referring thereto.

(ab) *Technology* – know-how, show-how, procedures, systems, processes, Trade Secrets, inventions (whether or not patentable and whether or not reduced to practice), algorithms, formulae, research and development data, manufacturing, development, and production techniques, and all other proprietary information relating thereto, and further including any and all Intellectual Property therein or relating or referring thereto.

(ac) *Territory* – the Territory shall mean the offices of the Putnam County Courthouse (or other location within Putnam County, Licensee may designate)

(ad) *Test Validation Criteria* – the acceptance criteria for the Aptitude Deliverables, including, without limitation, the Software, set forth in the Scope of Services.

(ae) *Third Party Software* – software utilized in tandem with the Software, and necessary to enable the Software to perform the Functional Specifications, supplied either by Aptitude with the Software or by Licensee independently of Aptitude.

(af) *Trade Secrets* – shall have the meaning set forth in applicable statutory law, if any, and, if not, as defined by applicable common law; *provided, however*, that, where both statutory and common law may be applicable, the broadest possible definition shall apply.

(ag) *Trademarks* – trademarks, service marks, logos, trade names, and/or domain names including, without limitation, any and all common law and/or statutory rights therein and any and all applications to register and/or registrations therefor, anywhere within or outside of the Territory.

(ah) *Warranty Period* – the ninety (90) day period commencing on the Software Acceptance Date.

(2) *Agreement to License.* This Agreement provides for the license of Software by Aptitude to Licensee, in accordance with the terms and conditions of this Agreement. Aptitude shall license to Licensee and Licensee shall license from Aptitude, the Software as described on the attached Software Supplement. Licensee may license additional Software hereunder by execution of a subsequent Software Supplement.

(3) *Fees, Installation Charges, and Taxes.*

(a) *License Fees.* The license fees for the initial items of licensed Software are set forth on the Software Supplement. Subsequent orders shall be at the fees in effect at the time of receipt by Aptitude of any applicable subsequent Software Supplement executed by Licensee and Aptitude. Fees resulting from the provision by Aptitude to Licensee of Third Party Software are passed through by Aptitude to Licensee, and, in that context, such fees payable by Licensee shall increase, and such increase shall be payable, as and to the extent of any such fee increases payable by Aptitude.

(b) *Installation Fees.* Licensee shall also pay for installation of Software at the then prevailing fees, plus any travel expenses required, including reasonable mileage, air fare, meals, lodging, and similar expenses. In the event Licensee is a governmental agency or authority, travel expenses shall be limited in amount by applicable federal or state statutory requirements.

(c) *Taxes.* Licensee is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by Aptitude) and other fees or assessments incurred as a result of the license or use of the Software by Licensee.

(4) *Delivery and Acceptance.*

(a) *Delivery.* Each Party shall timely perform delivery of its required Deliverables in accordance with the Scope of Services, including the delivery schedule specified therein. Licensee shall pay or reimburse Aptitude for all costs of shipping Software to Licensee, including freight, insurance, and special packaging charges, if any. The carrier, method of shipment, and other matters relating to shipment shall be determined by Aptitude. Licensee is responsible for movement into or within Licensee's premises, site preparation per Aptitude requirements, and other site expenses required for installation.

(b) *Testing.* Testing of Aptitude Deliverables shall be completed by Licensee in accordance with the Test Validation Criteria within fifteen (15) days following initial delivery to Licensee.

(c) *Initial Acceptance.* Within twenty (20) days following initial delivery to Licensee, Licensee shall either: (i) accept the Aptitude Deliverables in writing; or, (ii) reject the Aptitude Deliverables and provide Aptitude with a statement of Errors resulting in operation not in conformance with the Test Validation Criteria. Failure by Licensee to provide the rejection and statement of errors within the twenty (20) day period provided herein shall be deemed to be acceptance by Licensee of the Aptitude Deliverables. Aptitude will correct any Error and redeliver the affected Deliverables to Licensee within thirty (30) days following receipt of the statement of Errors. Licensee shall, within ten (10) days following such redelivery, retest and accept or reject the redelivered Aptitude Deliverables in accordance with the procedures set forth herein. Failure by Licensee to provide a statement of either acceptance or Errors within ten (10) days following redelivery of the Aptitude Deliverables shall be deemed to be acceptance by Licensee of the Aptitude Deliverables.

(d) *Installation.* Within thirty (30) days following acceptance of the Aptitude Deliverables, Aptitude shall install the System at the Licensee's facilities for final acceptance testing.

(e) *Final Acceptance.* Within ten (10) days following completion of installation, Licensee shall either: (i) accept the System in writing; or, (ii) reject the System and provide Aptitude with a statement of Errors resulting in operation not in conformance with the Test Validation Criteria. Aptitude will correct any Error and redeliver the System to Licensee within thirty (30) days following receipt of the statement of Errors. Licensee shall, within ten (10) days following such redelivery, accept or reject the redelivered System in accordance with the procedures set forth herein. Failure by Licensee to provide a statement of acceptance or Errors within either of the ten (10) day periods specified herein shall be deemed to be final acceptance by Licensee of the System.

(5) Payment.

(a) *Initial Software Supplement.* Payment of Software license fees, installation fees, and other fees on the initial Software Supplement will be made in installments as follows:

(i) Thirty percent (30%) of such license fees, installation fees, and other fees to Aptitude, as indicated on the initial Aptitude Software Supplement, is due at the time Licensee signs this Agreement.

(ii) Seventy percent (70%) of such license fees, installation fees, and other fees to Aptitude, plus applicable Taxes and shipping charges, if any, is due upon the Software Acceptance Date.

(iii) Fees for all Third Party Software provided by Aptitude as described in the Software Supplement shall be payable at least thirty (30) days prior to due date for payment by Aptitude to Aptitude's provider.

(b) *Subsequent Software Supplement.* Payment of license fees, installation fees, and other fees to Aptitude on any subsequent Software Supplement shall be made as specified in such subsequent Software Supplement.

(c) *Ancillary Charges and Out of Pocket Expenses.* Notwithstanding §5(a) of this Agreement, all ancillary charges (e.g., additional training charges) and all out of pocket expenses of Aptitude (e.g., certain travel expenses) which are payable by Licensee hereunder shall be due and payable within thirty (30) days following invoice by Aptitude.

(d) *Failure of Payment.* In the event payment is not made as specified in this Agreement, Licensee shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month or part thereof that such sum is overdue; *provided, however*, that if Licensee is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this §5(d).

(6) *Warranty, Exclusions, and Disclaimer.*

(a) *Software Warranty.* Aptitude warrants that the Software delivered hereunder shall conform to the Functional Specifications set forth in the Software Supplement and will be free of Errors during the Warranty Period. Aptitude's sole obligation and responsibility to Licensee under the foregoing warranty is to remedy, at no cost to Licensee, any such Error reported to Aptitude during the Warranty Period. Notwithstanding the foregoing or any other term or provision of this Agreement, with respect to Third Party Software provided by Aptitude hereunder, Aptitude makes no warranties, but shall, to the extent legally permitted, pass through to Licensee all warranties provided by the original licensor/manufacturer.

(b) *Software Warranty Exclusions.* The foregoing warranties do not apply to any of the following:

(i) Damage arising from any cause beyond Aptitude's reasonable control, including, without limitation, damage due to the improper operation or use of Software by

Licensee, abuse or misuse of Software other than as designed or intended, malfunctions caused by alteration or tampering, or any reason specified in §15 (Excusable Delays) of this Agreement.

(ii) Damage resulting from movement of Software after its initial installation.

(iii) Malfunction or breakdown of Software due to attachment to, or addition or use of software not supplied by Aptitude with the Software, or as a result of attachment of the Software to hardware or software by anyone other than Aptitude, or as a result of hardware associated problems.

(iv) Damage, malfunction, or breakdown of Software due to improper operating environment, including, without limitation, temperature, humidity, dust, or static charge.

(v) Destruction or damage, in whole or in part, of Software by any Person other than Aptitude.

(c) **SOFTWARE WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS §6 AND IN §12 OF THIS AGREEMENT, APTITUDE DISCLAIMS AND LICENSEE WAIVES ALL WARRANTIES ON THE SOFTWARE FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LICENSES THE SOFTWARE "AS IS" AND "WITH ALL FAULTS." IN NO EVENT SHALL APTITUDE'S LIABILITY UNDER THIS §6, IN THE AGGREGATE FOR ALL CLAIMS WITH RESPECT TO ANY ITEM OF SOFTWARE, EXCEED THE LICENSE FEE PAID HEREUNDER TO APTITUDE FOR SUCH ITEM OF SOFTWARE, REDUCED BY THREE PERCENT (3%) FOR EACH MONTH OR PORTION THEREOF FOLLOWING THE SOFTWARE ACCEPTANCE DATE THEREOF UNTIL THE EFFECTIVE DATE APTITUDE IS NOTIFIED OF THE APPLICABLE CLAIM BY LICENSEE. THIS LIMITATION OF APTITUDE'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF APTITUDE ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, AND/OR PERFORMANCE OF THE SOFTWARE. ALL RIGHTS OF REVOCATION OF ACCEPTANCE UNDER THE UNIFORM COMMERCIAL CODE ARE EXPRESSLY SUPERSEDED BY LICENSEE'S RIGHTS AND APTITUDE'S OBLIGATIONS AS REFERENCED IN THIS §6. EXCEPT AS STATED IN THIS §6, THE RISK OF THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS UPON LICENSEE, AND LICENSEE UNDERSTANDS THAT THE FEES CHARGED HEREUNDER BY APTITUDE SPECIFICALLY REFLECT THE ALLOCATION OF RISK AND EXCUSION OF DAMAGES PROVIDED FOR IN THIS §6.

(7) Functional Specifications.

(a) *Functional Specifications.* Aptitude shall provide guidance and assistance to Licensee and Licensee shall complete all associated tasks requested by Aptitude for the purpose of defining and approving all Functional Specifications for each of the items of Software licensed by Licensee from Aptitude hereunder.

(b) *Customized Software.* Licensee understands that such Functional Specifications shall be defined in accordance with Aptitude standard applications and that any application and/or communication and/or functions not currently supported by Aptitude shall be considered "customized" and, as such, may incur additional costs and delivery schedules beyond those stated and agreed to by Aptitude.

(8) Training. Aptitude shall provide Licensee with initial training in accordance with the Software Supplement.

(9) Maintenance Services. Except as expressly provided in §6, maintenance services are not provided under this Agreement. Licensee shall execute a separate, governing Maintenance Agreement at the time this Agreement is executed. Separate fees regarding maintenance services will commence as specified in the Maintenance Agreement.

(10) Software License.

(a) *Background.* Aptitude and/or its suppliers have designed, developed, and made available proprietary computer Software containing Trade Secrets of Aptitude and/or its suppliers. Use of this Software is strictly governed by the terms of this Agreement. No title or ownership in the Software is transferred to Licensee. The License granted hereby is for Licensee's internal use only, and only in the Territory. Licensee shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures (non-printed, machine readable form) approved by Aptitude in advance, and in writing, which approval shall not be unreasonably withheld. In connection with any such permitted copy, Licensee shall reproduce and incorporate all Trade Secret and/or Copyright notices, and the same shall be subject to all of the terms and conditions of this Agreement. All copies made by Licensee of the Software and any Documentation, including, without limitation, all translations, compilations, partial copies, etc., are the exclusive property of Aptitude. Software, Documentation, and all copies thereof may not be assigned, conveyed, relicensed, sublicensed, published, disclosed, displayed, or otherwise transferred (voluntarily, involuntarily, by operation of law, or otherwise) by Licensee for the benefit of a third Person. Licensee shall not permit any other Person (exclusive of Licensee's employees and necessary contractors acting in the proper scope of their services to Licensee) to use the Software, Documentation, or any copy thereof, whether in the operation of a service bureau or otherwise, or permit access to the Software through

terminals outside of Licensee's business premises. Licensee shall secure and protect the Software licensed hereunder and all copies thereof and all Documentation relating thereto in a manner consistent with the full preservation of Aptitude's rights therein, and shall take such appropriate action, by instruction or agreement, with its employees and necessary contractors as shall be reasonably requested by Aptitude in order to protect Aptitude's rights therein. Licensee shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any Documentation. Licensee is entitled to all Enhancements and/or Maintenance Modifications to the Software and Documentation as are expressly provided for in this Agreement or in any effective Maintenance Agreement between Aptitude and Licensee. Licensee is not entitled to any New Product (or other product of Aptitude) hereunder, under any Maintenance Agreement, or otherwise, except pursuant to a separate written agreement with Aptitude and separate payment therefore.

(b) *License.* Unless terminated in accordance with §14, Aptitude grants Licensee a perpetual, nontransferable, revocable and nonexclusive license for use of the Software (machine readable version) and Documentation therefor, solely by Licensee in accordance with the terms and conditions of this Agreement. Such use shall be limited to Licensee only, and only within the Territory. Title to the Software remains in Aptitude. Aptitude shall be the sole and exclusive owner of all rights to Patents, Copyrights, Trademarks, Trade Secrets, and all other Intellectual Property rights in the Software and in all Maintenance Modifications, Derivatives and Enhancements thereto.

(c) *Third Party Software.* Licensee shall execute all documents reasonably requested by Aptitude and will abide by all reasonable requirements with respect to all Third Party Software licensed or sublicensed by Aptitude to Licensee hereunder, or necessary to the performance of the Software hereunder in accordance with the Functional Specifications, and Licensee agrees to maintain in effect all required licenses and approvals of all applicable third Persons.

(11) Restrictions Upon Disclosure of Confidential Information.

(a) *Protection.* Recipient shall use commercially reasonable care, but in no event less than the same degree of care it uses to protect its own most confidential and proprietary information, to prevent the unauthorized use, disclosure, publication, or dissemination of Discloser's Confidential Information. Recipient shall provide Discloser's Confidential Information to its employees and necessary contractors only on a "need to know" basis, and always subject to the terms of this Agreement. Recipient agrees to accept and use Discloser's Confidential Information solely in connection with Recipient's participation in, and solely with respect to, this Agreement. Recipient shall inform its employees and necessary contractors of the obligations contained within this §11(a), and shall take such steps as may be reasonably requested by Discloser to prevent unauthorized disclosure, copying, or use of Discloser's Confidential

Information. Recipient acknowledges that, in the event of a breach by Recipient of its obligations under this §11, in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to seek preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach of this §11 or any unauthorized use of Discloser's Confidential Information. Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any Discloser's Confidential Information, or any other breach of the requirements of this §11 by Recipient (including, without limitation, by any contractors), and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.

(b) *Limited Disclosure.* Recipient may disclose Confidential Information of Discloser if and to the extent required by any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior written notice in order to enable Discloser to contest such request, requirement, or order. Recipient shall, except as otherwise expressly provided by the terms of this Agreement, return all tangible Discloser Confidential Information, including, without limitation, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon Discloser's request.

(c) *Ownership.* All Discloser Confidential Information, including, without limitation, any and all adaptations, enhancements, improvements, modifications, revisions, or translations thereof created by Discloser or Recipient, shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby. Except as otherwise expressly provided in this Agreement, all Discloser Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

(d) *Survival.* The obligation of Recipient to maintain the confidentiality of Discloser's Confidential Information shall survive the expiration or termination of this Agreement indefinitely, unless and until: (i) such Confidential Information shall cease to be Confidential Information; or, (ii) otherwise agreed to in writing by Discloser.

(12) Intellectual Property Rights.

(a) *Warranty.* Aptitude warrants and represents to Licensee that, to Aptitude's knowledge the Software does not infringe upon any Intellectual Property of any other Person; *provided, however,* that no warranty is provided by Aptitude in this §12 with respect to any Third Party Software, but Aptitude shall, to the extent legally permitted, pass through to Licensee any infringement warranty with respect to all Third Party Software provided by the original licensor/manufacturer. The foregoing warranty of Aptitude shall be ineffective if any of the

Software delivered by Aptitude hereunder has been modified, altered, or otherwise changed by Licensee (or on behalf of Licensee by any Person other than Aptitude). Notwithstanding the foregoing, Aptitude will have no liability or obligation under this §12 where any claim of infringement is based upon: (i) the combination, operation, or use of the Software with any Intellectual Property other than Aptitude Intellectual Property, if such claim would have been avoided but for such combination, operation, or use; and/or, (ii) any Derivative of any Aptitude Intellectual Property created by any Person other than Aptitude. Aptitude shall have sole control over the selection of counsel and the defense of any legal proceeding or other claim described herein and any settlement thereof, and Licensee shall provide Aptitude with all reasonable assistance in the defense of the same.

(b) *Remedy.* In the event of a breach by Aptitude of the warranty contained within this §12(a) hereof, Aptitude shall have the right, as Licensee's sole remedy against Aptitude, at Aptitude's sole election, to: (i) modify the allegedly infringing Software to be non-infringing, provided that such modification does not adversely impact the functionality of the Software licensed to Licensee hereunder in any material respect; or, (ii) obtain a license to enable Licensee to continue to use the applicable Software as contemplated in this Agreement. In the event Aptitude fails to accomplish either of the foregoing alternatives within a commercially reasonable period, or if a permanent injunction shall be entered against the use of the Software by Licensee, the license granted to Licensee pursuant to this Agreement shall terminate on notice by either Party to the other Party, and, in such event, Aptitude shall refund to Licensee the license fee provided for in §3(a) of this Agreement, less: (i) three percent (3%) thereof for each month, or part thereof, from the Software Acceptance Date to the effective date of termination; and less, (ii) all amounts paid by Aptitude to Licensee pursuant to §6 of this Agreement.

(c) *Notification.* Licensee shall promptly notify Aptitude of any claim described in this §12 which comes to the attention of Licensee.

(d) **LIMITATION OF LIABILITY. OTHER THAN WITH RESPECT TO ITS EXPRESS OBLIGATIONS UNDER THIS §12, IN NO EVENT SHALL APTITUDE BE LIABLE TO LICENSEE IN CONNECTION WITH ANY CLAIM OR OTHER MATTER DESCRIBED IN THIS §12.**

(e) *Survival.* The provisions of this §12 shall survive the expiration or other termination of this Agreement.

(13) Protection of Software.

(a) *Aptitude Ownership.* As between Aptitude and Licensee, Aptitude shall be the sole owner of all right, title, and interest in and to the Software, the Documentation, and any and

all copies or Derivatives therein or thereof, created by either Party, exclusive only of the Licensee Materials. Licensee hereby irrevocably grants, transfers, and assigns to Aptitude, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Patent, Copyright, Trademark and/or Trade Secret rights, which Licensee may have or acquire, by operation of law or otherwise, in and to any or all of the Software, the Documentation, and in and to any other Intellectual Property of Aptitude, along with the good will of the business appurtenant to the use of any of the same. Licensee further hereby irrevocably transfers and assigns to Aptitude any and all moral rights Licensee may have in and to such Software, the Documentation, and in and to any other Intellectual Property of Aptitude, and hereby forever waives and agrees never to assert any moral rights it may have therein, either prior to or following the termination of the license granted pursuant to this Agreement. Licensee shall, at the request of Aptitude, execute any and all documentation necessary to formally transfer such rights to Aptitude.

(b) *Licensee Ownership.* As between Aptitude and Licensee, Licensee shall be the sole owner of all right, title, and interest in and to all Licensee Materials. Aptitude hereby irrevocably grants, transfers, and assigns to Licensee, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property rights, which Aptitude may have or acquire, by operation of law or otherwise, in and to any or all of the Licensee Materials, along with the good will of the business appurtenant to the use of any of the same. Aptitude further hereby irrevocably transfers and assigns to Licensee any and all moral rights Aptitude may have in such Licensee Materials, and hereby forever waives and agrees never to assert any moral rights it may have therein, even after termination of the license granted pursuant to this Agreement. Aptitude shall, at the request of Licensee, execute any and all documentation necessary to formally transfer such rights to Licensee.

(c) *Protection of Aptitude Intellectual Property.* Aptitude shall have the right, but not the obligation, to file and prosecute all rights in and to any or all of its Intellectual Property, in its own name and at its own cost, within and outside of the Territory. Licensee shall cooperate with Aptitude, at the request of Aptitude, in providing any information, documentation, or other assistance to Aptitude reasonably necessary to enable Aptitude to file and prosecute any and all such rights. Licensee has no right to file or prosecute, in its own name, on behalf of Aptitude, or otherwise, any right in or to any or all of the Intellectual Property of Aptitude without the prior consent of Aptitude in each instance, which consent may be withheld in the sole and absolute discretion of Aptitude.

(d) *Enforcement of Aptitude Intellectual Property.* Aptitude shall have the right to enforce its Intellectual Property throughout the Territory and elsewhere, in its own name, against any and all third Persons whose activities: (i) violate, infringe, unfairly compete with, or are likely to violate, infringe, or unfairly compete with any or all of the Software licensed to Licensee hereunder; or, (ii) cause, or are likely to cause, harm, injury, or damage to, Licensee or Aptitude.

Licensee shall promptly notify Aptitude in writing of any such third Person violation, infringement, or unfair competition of which Licensee acquires knowledge. Aptitude shall have the right to refrain from taking any such action, if, in the determination of Aptitude, such requested action cannot be undertaken without unreasonable expense or risk to Aptitude and/or to the Software, the Documentation, and/or any other Intellectual Property right of Aptitude. Licensee shall not have the right to undertake any such action, whether at its own expense, in its own name, on behalf of Aptitude, or otherwise, without, in each instance, the prior consent of Aptitude, which consent may be withheld in the sole and absolute discretion of Aptitude.

(14) License Termination. Aptitude may terminate Licensee's license as granted herein if Licensee commits any Material Breach of the terms and conditions of this Agreement. Upon notice of termination, Licensee shall discontinue all use of the Software and shall immediately return to Aptitude all copies of the Software, all related Documentation, and all other materials which contain any Confidential Information of Aptitude in Licensee's possession or control. In such event, Licensee shall also permanently delete all copies of all such items residing in Licensee's on or off line computer memory. Aptitude shall be entitled to enter into any location controlled by Licensee to repossess and remove all Software, Documentation, and any other Confidential Information of Aptitude, and/or to deactivate any Software. Licensee shall, within five (5) days following the effective date of termination of Licensee's license hereunder, certify in writing to Aptitude, by an executive officer of Licensee, that all copies of the Software and all Documentation, and all other materials required to be returned to Aptitude hereunder or to be deleted have been returned or deleted as appropriate.

(15) Excusable Delays. Notwithstanding any other term or provision of this Agreement, Aptitude shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of Aptitude, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

(16) Limitation of Liability. SUBJECT TO THE PROVISIONS OF §12 AND §6, IN NO EVENT SHALL APTITUDE'S AGGREGATE LIABILITY TO LICENSEE IN CONNECTION WITH ANY CLAIM OR OTHER MATTER REGARDING THE AGREEMENT EXCEED TEN PERCENT (10%) OF THE LICENSE FEE PAID BY LICENSEE. IN NO EVENT SHALL APTITUDE BE RESPONSIBLE TO LICENSEE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

(17) Miscellaneous Provisions.

(a) *Materiality of Breach.* Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and, therefore, is a material term hereof.

(b) *Governing Law; Jurisdiction.* This Agreement is to be governed by and construed and enforced in accordance with the internal laws of the state of Florida, without giving effect to the principles of conflicts of laws thereof. Each Party hereto consents to the exclusive personal jurisdiction and exclusive venue of the federal and state courts with jurisdiction in Orange County, Florida, for a resolution of all disputes arising out of the construction, interpretation, or enforcement of any term or provision of this Agreement, and each Party hereby waives the claim or defense that such courts constitute an inconvenient forum. **BY ENTERING INTO THIS AGREEMENT, APTITUDE AND LICENSEE HEREBY EXPRESSLY WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH ANY SUCH DISPUTE. NOTWITHSTANDING THE FOREGOING, UPON THE DEMAND OF EITHER PARTY HERETO, ANY ACTION OR PROCEEDING SEEKING TO ENFORCE OR TO INTERPRET ANY PROVISION OF THIS AGREEMENT OR ANY RIGHT OR OBLIGATION, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OBLIGATION, OF ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT OR ARISING OUT OF APTITUDE'S RELATIONSHIP HEREUNDER WITH LICENSEE, SHALL BE DETERMINED EXCLUSIVELY BY ARBITRATION CONDUCTED IN ORANGE COUNTY, FLORIDA, UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION.**

(c) **ARBITRATION. UPON THE DEMAND OF EITHER PARTY HERETO, ANY ACTION OR PROCEEDING SEEKING TO ENFORCE OR TO INTERPRET ANY PROVISION OF THIS AGREEMENT OR ANY RIGHT OR OBLIGATION, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY RIGHT OR OBLIGATION, OF ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT OR ARISING OUT OF APTITUDE'S RELATIONSHIP HEREUNDER WITH LICENSEE, SHALL BE DETERMINED EXCLUSIVELY BY ARBITRATION CONDUCTED BY AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; PROVIDED, HOWEVER, THAT ARBITRATION SHALL, AT APTITUDE'S OPTION, NOT BE REQUIRED IN ANY ACTION OR CLAIM BY APTITUDE WHICH INCLUDES A REQUEST FOR INJUNCTIVE, EQUITABLE, OR OTHER EMERGENCY RELIEF.**

(d) *Assignment.* Neither this Agreement, nor any rights, duties, or obligations of Licensee hereunder may be assigned or delegated in whole or in part by Licensee, whether by operation of law or otherwise, without the prior written consent of Aptitude, which consent shall not be unreasonably withheld. Subject to, and unless otherwise provided in, this Agreement,

each and all of the covenants, terms, and provisions contained herein shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the Parties hereto.

(e) *Severability.* If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.

(f) *Entire Agreement.* This Agreement, together with the Software Supplement, constitute the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any Party whose signature appears thereon, and all of which together shall constitute one and the same agreement.

(g) *Amendment and Waivers.* Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach hereof or default hereunder shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

(h) *Notices.* Whenever any Party hereto desires or is required to give any notice, demand, consent, approval, satisfaction, statement or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by personal service (which shall include delivery by delivery service, over-night delivery service, telecopy, or telefax) or mailed, by United States certified mail, postage prepaid, and addressed to each Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt, but, if sent by certified mail in the manner set forth herein, shall be effective three (3) days following deposit in the United States mail. Any Party may change its address for such communications to another address in the United States of America by giving notice thereof to the other Party in accordance with the requirements of this section.

(i) *Construction of Agreement.* This Agreement has been negotiated by the respective Parties hereto, and the language hereof shall not be construed for or against any

Party. The titles and headings herein are for reference purposes only, and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.

(j) *Further Assurances; Cooperation.* Each Party hereto shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

(k) *Non-Solicitation.* Licensee shall not solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of Aptitude who has been directly or indirectly involved in the development, licensing, installation, or support of any Aptitude software product, such bar to remain in effect for a period ending two (2) years following the latter of the: (i) date of termination of such individual's employment relationship with Aptitude or, (ii) Software Acceptance Date.

(l) *Independent Contractor Status.* Licensee hereby retains Aptitude as an independent contractor to Licensee, and Aptitude hereby accepts such appointment. It is the intention of the Parties hereto that their relationship, as created by this Agreement, is that of an independent contractor and contractee, and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties hereto. Neither Party shall hereby acquire any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity. Aptitude shall be entitled to list Licensee in any designation of Aptitude licensees, in advertising or other published materials of Aptitude.

(m) *Absence of Third Party Beneficiary Rights.* No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any Person other than the Parties and their proper successors and assigns, and all terms and provisions hereof shall be personal solely between the Parties to this Agreement and such proper successors and assigns.

(n) *Effect of License Termination.* No termination of the Software license granted in this Agreement shall terminate the continuing operation or effect of any other provision of this Agreement, or shall deny to any Party hereto the right to enforce any of its rights granted pursuant to this Agreement, whether such enforcement occurs prior to or following any such termination.

IN WITNESS WHEREOF, the Parties have hereunto set their hands, by their duly authorized representatives.

Signed in the presence of:

Brenda Linville
Brenda Linville

Name: (please print)

Connie H. Arthur
CONNIE H. ARTHUR

Name: (please print)

Signed in the presence of:

Paul S. Miller
Paul S. Miller

Name: (please print)

Gregory Eckstein, Jr.
Gregory Eckstein, Jr.

Name: (please print)

**NASSAU COUNTY, FLORIDA
CLERK OF THE CIRCUIT COURT**

By: [Signature]

Name: John Crawford

Title: Clerk of the Circuit Court

Date: _____

APTITUDE SOLUTIONS, INC.

By: [Signature]

Name: Paul S. Miller

Title: Executive Vice President

Date: 11/28/2007