

**PERCONTI DATA SYSTEMS, INC.
Installation and Scope Agreement**

THIS AGREEMENT, made and entered into this 23 day of Jan, 2013, by and between City of Doral (hereinafter "Customer") and Perconti Data Systems, Inc. (hereinafter "Consultant");

WITNESSETH:

WHEREAS, Customer desires to have Consultant provide consulting, and/or software, and/or development services, as hereinafter defined, on the terms and conditions set forth in this Agreement; and

WHEREAS, both parties represent that they are able to comply with and otherwise satisfy the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises, as well as the obligations herein made and undertaken, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

Section 1

Scope of Services

1.1 Consulting Services and Programming and Software and Materials. Consultant shall provide consulting services with respect to the development, integration, and implementation of utopia, as more fully described in Exhibit A attached hereto. Consultant shall provide all reasonable effort to prepare, complete, and install the software and provide the services identified in Exhibit A according to the schedule set forth in Exhibit B attached hereto.

1.2 Consultants Personnel. All work shall be performed in a workmanlike and professional manner by employees of Consultant having a level of skill in the area commensurate with the requirement of this Agreement. Consultant shall require its employees at all times to observe security and safety policies of Customer.

Section 2

Term and Termination

2.1 Term. The term of this Agreement shall commence on the date set forth above and shall continue through the completion of the services set forth in Exhibit A and Exhibit B hereto.

2.2 Termination. This Agreement may be terminated by either party upon 30 days written notice if the other party breaches any obligation provided hereunder and the breaching party fails to cure such breach within the 30 day period, provided that the cure period for any failure of Customer to pay fees and charges due hereunder shall be 10 days from the date of receipt by Customer of notice of such failure. Consultant may terminate this Agreement upon written notice at any time after completion of services Consultant has undertaken.

2.3 Remaining Payments. Within 30 days of termination of this Agreement for any reason, Consultant shall submit to Customer an itemized invoice for any fees or expenses theretofore accrued under this Agreement. Customer, upon payment of accrued amounts so invoiced, shall thereafter have no further liability or obligation to Consultant whatsoever for any further fees or expenses arising hereunder. In the event Consultant terminates this Agreement because of the breach of Customer, Consultant shall be entitled to a pro rata payment for work in progress based upon the percentage of work then completed, plus the full amount of payment attributable to programming and materials already furnished by Consultant. Notwithstanding any termination of this Agreement, the rights and licenses granted under Section 4 hereof shall continue in effect in accordance with their terms.

Section 3

Fees, Expenses, and Payment

3.1 Fees. In consideration of the services to be performed by Consultant, Customer shall pay Consultant fees according to the schedule set forth in Exhibit B hereto.

3.2 Reimbursement of Expenses. In addition to the foregoing, if expenses are specified in Exhibit B, Customer shall pay Consultant its actual out-of-pocket expenses as reasonably incurred by Consultant in furtherance of its performance hereunder. Consultant agrees to provide Customer with access to such receipts, ledgers, and other records as may be reasonably appropriate for Customer or its accountants to verify the amount and nature of any such expenses.

3.3 Payment. Customer shall pay all fees and expenses owing to Consultant hereunder according to the Florida Prompt Payment Act. The complete payment schedule is contained in Exhibit B.

Section 4

Ownership Rights

4.1 Ownership. As between Customer and Consultant, except as set forth below in this Section 4, all right title and interest, including trademarks, copyright interests, and other forms of intellectual property, in and to the programming and materials produced or provided by Consultant, alone or in combination with Customer and/or its employees (collectively, the "Software") in the performance of the services called for in this Agreement shall be the property of Consultant. Customer agrees that, except as otherwise provided in Section 4.3 hereof, and contribution by Customer or its employees to the creation of the Software, including all copyright interests therein, shall be considered works made for hire by Customer for Consultant and that, except as otherwise provided in Section 4.2 hereof, such works shall, upon their creation, be owned exclusively by Consultant. To the extent that any such works may not be considered works made for hire under applicable law, Customer hereby agrees to assign and, upon their creation, automatically assigns, to Consultant the ownership of all copyright interests therein, without the necessity of any further consideration.

4.2 Customer License. Effective upon completion of the services set forth in Exhibit A and payment by Customer of the fees and expenses invoiced by Consultant with respect thereto, Consultant shall issue to Customer a nonexclusive license to use the Software as set forth in Exhibit C. Notwithstanding any termination of this Agreement, Customer shall agree to the terms and conditions set forth in the license agreement in Exhibit C hereto. Consultant shall make available to Customer annual software maintenance as set forth in Exhibit D.

4.3 Customer Data. All right, title, and interest in and to any data relating to Customer's business are and shall remain the property of Customer, whether or not supplied to Consultant.

Section 5

Responsibilities of Customer for Software

5.1 Environment and Utilities. Customer is solely responsible for ensuring a proper environment and proper utilities for the computer system on which the Software operates.

5.2 Qualified Operator. Customer is responsible for selecting a trained operator(s) who is/are qualified to operate the Software on Customer's own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Software. Customer accepts sole responsibility for the use of the Software in its business and operations.

5.3 Right to Inspect. Customer hereby authorizes Consultant to enter Customer's premises in order to inspect the Software in any reasonable manner during normal business hours.

5.4 Obsolescence. Except as otherwise agreed by Consultant with reference to further work orders, Consultant is not responsible for obsolescence of the Software that may result from changes in Customer's requirements. Consultant assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software.

Section 6

Proprietary Information

6.1 Trade Secrets. Customer acknowledges that in order to perform the services called for in this Agreement, it shall be necessary for Consultant to disclose to Customer certain Trade Secret(s) that have been developed by Consultant at great expense and that have required considerable effort of skilled professionals. Customer further acknowledges that the Software will of necessity incorporate such Trade Secrets. Customer agrees that it shall not disclose, transfer, use, copy, or allow access to any such Trade Secrets to any employees or to any third parties, excepting those who have a need to know such Trade Secrets in order to give effect to Customer's rights hereunder and who have bound themselves to respect and protect the confidentiality of such Trade Secrets. In no event shall Customer disclose any such Trade Secrets to any competitors of Consultant.

6.2 Scope of Restriction. As used herein, the term "Trade Secret(s)" shall mean any scientific or technical data, information, design, process, procedure, formula, or improvement that is commercially valuable to Consultant and not generally available in the industry.

Section 7

Warranties

7.1 By Customer. Customer warrants that it owns all right, title, and interest in and to, or has full and sufficient right and authority to use in the manner contemplated by this Agreement, any programming, materials, or data furnished by Customer to Consultant in connection with Consultant's performance of the services called for by this Agreement.

7.2 By Consultant. Consultant warrants that:

a. Consultant's performance of the services called for by this Agreement does not and shall not violate and applicable law, rule, or regulation; any contracts with third parties, or any third-party rights in any patent, trademark, copyright, trade secret, or similar right; and

b. Consultant has sufficient right, title, and interest in and to the Software, exclusive of rights respecting programs, data, and materials identified as furnished to Customer by Third-party vendors, to grant and convey the rights accorded to Customer under Section 4 hereto.

7.3 Conformity of Software. Consultant warrants that, commencing upon installation of the Software and for a period of six months thereafter, the Software shall operate in substantial conformity with the specifications published by Consultant with respect thereto. If, on the basis of evidence submitted to Consultant during such period, it is shown that the Software is nonconforming, then, as the sole and exclusive remedy of the customer, Consultant shall, at its option, either correct the nonconformity or return all payments made to Consultant for such nonconforming software. If it is ultimately determined that no such nonconformity exists, or that the nonconformity is owing to actions of Customer or third-party vendors, Customer shall compensate Consultant for its services at Consultant's established rates. EXCEPT AS SET FORTH IN THIS SECTION 7, CONSULTANT MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 8

Limitation of Liability

8.1 No Consequential Damages, etc. In no event shall Consultant be liable to Customer for any incidental, indirect, or consequential damages or lost revenues/profits of Customer.

8.2 Loss of Data. In no event shall Consultant be liable for loss of data or records of Customer, it being understood that Customer shall be responsible for assuring proper and adequate backup and storage procedures.

Section 9

Miscellaneous

9.1 Governing Law. This agreement shall be governed and construed in all respects in accordance with the laws of the State of Florida as they apply to a contract entered into and performed in that State.

9.2 Arbitration and Venue. The Customer and Consultant expressly agree that any claim or controversy arising out of or relating to this Contract, or breach thereof, shall be settled by arbitration before an arbitrator and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof. The venue for any arbitration shall be the City of Mount Dora, Florida.

9.3 Independent Contractors. The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties.

9.4 Notices. All notices required or permitted hereunder shall be in writing addressed to the respective parties as set forth herein, unless another address shall have been designated, and shall be delivered by hand or by registered or certified mail, postage prepaid.

9.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the party sought or be bound.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

[Customer]

By:

[Handwritten Signature]

Title:

Ast City Mgr

Date:

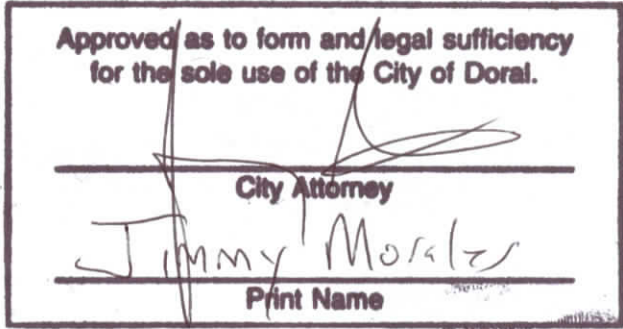
1/24/13

Address for Correspondence:

8401 NW 53 Terrace

3rd Floor

Doral, FL 33166



[Consultant]

By:

[Handwritten Signature]

Title:

MANAGING CONSULTANT

Date:

1-23-2013

Address for Correspondence:
Perconti Data Systems, Inc.
100 2ND AVE S, STE 101-S
ST PETERSBURG, FL 33701

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____

_____ known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

PERCONTI DATA SYSTEMS, INC.
Maintenance and Support Agreement 2013

This Maintenance and Support Agreement is made and entered into by and between Perconti Data Systems, Inc., hereinafter referred to as "Support Vendor", and a licensee of the Perconti Data Systems, Inc. Licensed Program, hereinafter referred to as "Customer". This Agreement is considered binding upon full payment by Customer of the proper Perconti Data Systems, Inc. maintenance invoice.

WITNESSETH:

WHEREAS, the Customer has purchased a license to one or more modules of the computer system henceforth referred to as "Licensed Program". The Customer has obtained a non-exclusive, non-transferable license to use certain computer software (the "Licensed Program") on certain terms and conditions; and

WHEREAS, Support Vendor has, as the owner of the Licensed Program, the source code and other support documentation for the Licensed Program and has the requisite authorization to have access to the Licensed Program in Customer's possession and to make and offer to Customer the maintenance modifications, enhancements, and new releases provided for herein; and

WHEREAS, Support Vendor desires to offer Customer certain services with respect to the Licensed Program on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the promises hereof, and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Definitions

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

"Licensed Program." The computer software henceforth referred to as *CD-Plus*. Including any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent Releases) to the extent offered to Customer under this Agreement or the License Agreement.

"Agreement Term." The Agreement Term shall begin upon full payment of the maintenance invoice and end on December 31, 2013.

"Normal Working Hours." The hours between 8:30A.M. and 5:00P.M. Eastern Time on the days Monday through Friday, excluding regularly scheduled holidays of Support Vendor.

"Releases." New versions of the Licensed Program, which new versions may include both Program Corrections and Enhancements.

"Approved Interface." The online support programs and mechanism by which the Support Vendor accesses the Licensed Programs installed at the Customer's location. All Approved Interfaces will be listed on the Support Vendor's web site (www.perdasys.com). Customers may submit programs to the Support Vendor for approval and addition to the list. Addition to the Approved Interface list is at the sole discretion of the Support Vendor. The Support Vendor will make available at least one Approved Interface solution which will cost the Customer less than \$199.

Scope of Services

During the Agreement Term, Support Vendor shall render the following services in support of the Licensed Program, during Normal Working Hours.

- Support Vendor shall maintain a telephone hot line and email address that allows Customer to report system problems and seek assistance in use of the Licensed Program.
- Support Vendor shall provide responsive support and maintenance by providing availability during Normal Working Hours with a goal of no longer than four (4)-hour response time. Support Vendor shall provide modem or Internet support.
- Support Vendor shall be responsible for using all reasonable diligence in correcting verifiable and reproducible program errors when

reported to Support Vendor in accordance with Support Vendor's standard reporting procedures. Support Vendor shall, upon verifying that such an error is present, initiate work in a diligent manner toward development of a correction or "fix".

- Support Vendor may, from time to time, offer Program Enhancements to its customers, generally for an additional charge.
- Subject to space availability, Customer may enroll its employees in Support Vendor's training classes, held at Support Vendor's facility, for regular or advanced training.
- Support Vendor shall consider and evaluate the development of Program Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by Support Vendor and Customer.
- Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware (other than the hardware constituting the program control center maintained at Support Vendor's facilities) necessary to operate the Licensed Software and to obtain from Support Vendor the services called for by this Agreement.
- Customer shall provide an online interface according to the specifications of the Support Vendor. Customer will permit access to system via online interface as required by Support Vendor. Failure to provide online access via an Approved Interface will result in suspension of the customers maintenance for the current month and forfeiture of that month's maintenance hours. No refunds of maintenance fees will be provided and no rollover of maintenance hours will occur. Support Vendor will inform Customer of any such situation and allow the Customer 2 business days to correct the situation, prior to suspension.

Support Vendor will provide support for a set number of hours per month according to the published maintenance schedule (available upon request) and selected by the customer. These hours will be based on a rolling average. Customer and Vendor will work together to establish support priorities.

Fees and Charges

Customer shall pay the Support Vendor for the services of this Agreement an amount set forth in the Maintenance Invoice. Fees are due within thirty (30) days from the start of the agreement. All Fees paid for this agreement are nonrefundable. All Fees must be paid in full, no partial payments will be considered valid.

Customer shall pay Support Vendor for **additional services** its fees and charges based on the Perconti rate schedule (available upon request). Support Vendor reserves the right to change its rate schedule from time to time, provided that no such change will be effective until at least sixty (60) days after Support Vendor has given Customer notice of such change.

Support Vendor shall invoice Customer at the beginning of each calendar month for all fees and charges accrued, and all reimbursable expenses incurred, during the previous month, and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Any amount not paid within 45 days after the invoice date shall bear interest at the lesser of one percent per month or the highest rate allowed by applicable law.

Proprietary Rights

To the extent that Support Vendor may provide Customer with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works prepared by Support Vendor (collectively, "Vendor Programs"), Customer may

- install one set of the Vendor Programs, in the most current form provided by Support Vendor, in Customer's own facility;
- use such Vendor Programs in connection with the Licensed Programs, and in a manner consistent with the requirements of the Agreement, for purposes of serving Customer's internal business needs; and
- make copies of the Vendor Programs in machine readable form for nonproductive backup purposes only. Customer may not use, copy or modify the Vendor Programs, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Support Vendor. Customer's rights shall remain in effect for so long as Customer is authorized to use the Licensed Programs under the License Agreement. Upon termination of such License Agreement, Customer shall return or destroy the Vendor Programs, and returning the Vendor Programs in the manner required by the License Agreement shall be sufficient for such purpose.

The Vendor programs are and shall remain the sole property of Support Vendor, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Support Vendor for the use of the work product. Customer shall not assert any right, title or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development.

Disclaimer of Warranty and Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SUPPORT VENDOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE LICENSED PROGRAM OR THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In no event shall Support Vendor's cumulative liability for any claim arising in connection with this Agreement exceed the total fees and charges paid to Support Vendor by Customer under this Agreement within the last twelve (12) months. In no event shall Support Vendor be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Support Vendor knew or should have known of the possibility of such damages.

Termination

This Agreement may be terminated as follows:

- This Agreement shall terminate on December 31 of any calendar year.
- This Agreement shall immediately terminate upon the termination of the License Agreement.
- Failure to pay any proper invoice within 30 days or notify the Vendor within 15 days of a valid reason to withhold payment shall be cause for termination of this Agreement by the Support Vendor, at the Support Vendor's option. Partial payments will not cure a breach for non-payment.
- This Agreement may be terminated by either party upon 30 days prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

Following termination of this Agreement, Support Vendor shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Customer may continue to use any work supplied to Customer by Support Vendor for the remaining term of the License Agreement. All fees paid for maintenance are non-refundable. Any amount not paid within 45 days after the due date shall bear interest at the lesser of one percent per month or the highest rate allowable by applicable law. Termination of this Agreement by either party does not relieve Customer of its obligation to pay all proper invoices.

Miscellaneous

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. Specifically, this Agreement supercedes all previous Maintenance Agreements. This Agreement may not be modified except by a written instrument duly executed by the parties hereto. This Agreement will be considered binding and in full effect upon full payment of the maintenance invoice. Partial payment of the maintenance invoice will not place this Agreement into effect.

This Agreement and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Florida.

The Customer and Support Vendor expressly agree that any claim or controversy arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration before an arbitrator or arbitrators and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof. The parties agree that all arbitration arising out of this agreement shall take place in Pinellas County, Florida. The parties also agree that the prevailing party in any arbitration shall be entitled to reimbursement of attorney's fees.

In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.

Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of the licensed program.

The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof not of any further or additional right that such party may hold under this Agreement.

This Agreement shall not be construed more favorably to one party than the other.

Notices

Any notice required or permitted to be made or given by either party under this Agreement shall be made in writing and delivered postage prepaid, addressed as set forth below or to such other address as a party shall designate by written notice given to the other party.

Support Vendor: Agreements
 Perconti Data Systems, Inc.
 100 2ND AVE S, STE 101-S
 ST PETERSBURG, FL 33701

Customer: Customer Name
 The same address to which the maintenance invoice was delivered.

PERCONTI DATA SYSTEMS, INC.
Non-Exclusive End-User License Agreement

THIS AGREEMENT, made and entered into this 23 day of Jan., 2013, by and between Perconti Data Systems, Inc. (hereinafter "Licensor"), a corporation duly authorized and existing under the laws of the State of Florida, and City of Coral (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Licensor desires to grant to Licensee and Licensee desires to acquire from Licensor a non-exclusive right and license to use and modify certain computer software as hereinafter defined, on the terms and conditions set forth in this Agreement; and

WHEREAS, both parties represent that they are able to comply with and otherwise satisfy the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises, as well as the obligations herein made and undertaken, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

Section 1

Definitions

The definition of terms set forth in this Section 1 shall apply when such terms are used in this Agreement, its exhibits, and any amendments hereto.

1.1 "Licensed Program." The computer program designated by Licensor, including both source code and object code as well as related procedural code. The modules included are specifically set forth at Exhibit A.

1.2 "Enhancements." Changes or additions, other than Maintenance Modifications, to the Licensed Program or Licensed Documentation that add significant new functions or substantially improved performance thereto by changes in system design or coding.

1.3 "Errors." Problems caused by incorrect operation of the computer code of the Licensed Program that produces incorrect results or causes incorrect actions to occur.

1.4 "Maintenance Modifications." Modifications or revisions to the Licensed Program or Licensed Documentation that correct Errors therein.

Section 2

Grant of License

2.1 Scope of License. Subject to compliance by Licensee with the terms hereof, Licensor hereby grants to Licensee, in perpetuity unless terminated as provided herein, a personal, non-exclusive, nontransferable license (without the right of sublicense), to:

- a. Install, use, and execute the Licensed Program on one computer or system (LAN) owned or leased and used by Licensee at its facilities in the United States in support of the internal business activities of Licensee;
- b. Use the Licensed Documentation only in conjunction with installation and use of the Licensed Program; and
- c. Prepare Maintenance Modifications to the Licensed Program and use such works only as authorized in Sections 2.1(a) and 2.1(b) hereof.
- d. Make one backup or archival copy of the software.
- e. To publicly perform and display the output visual displays produced by the Licensed Program including, without limitation, graphics, consent, reports and data.

2.2 Delivery of Materials. Licensor has delivered one copy of the Licensed Program to Licensee as per contract delivery schedule in Exhibit B.

2.3 Availability of Licensor Enhancements. Licensor agrees to offer to Licensee a license to Enhancements that Licensor develops and offers generally to licensees of the Licensee Program at its announced license fees for such Enhancements. Licensor shall advise Licensee of the availability of any such Enhancements and of the license terms available for such Enhancements.

Section 3

Title to Materials

3.1 Title to Licensed Program. All right, title, and interest in and to the Licensed Program and Licensed Documentation, including the media on which the same are furnished to Licensee, are and shall remain with Licensor. Licensee acknowledges that no such right, title, or interest in or to the Licensed Program and the Licensed Documentation is granted under this Agreement, and no such assertion shall be made by Licensee. Licensee is granted only a limited right of use of the Licensed Program and as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.

3.2 Title to Enhancements and Maintenance Modifications; Restrictions on Use, Disclosure, Access, and Distribution. All right, title, and interest in and to any Enhancements and Maintenance Modifications developed by Licensor or Licensee and furnished to Licensee hereunder shall be and remain with Licensor. Licensee shall treat all such Enhancements and Maintenance Modifications, whether developed by Licensor or Licensee, in accordance with the restrictions and limitations set forth herein respecting Licensed Programs.

Section 4

Royalties and Payments

4.1 License Fee. In consideration of the licenses granted hereunder, Licensee shall pay Licensor a one-time royalty as specified in Exhibit A

4.2 Payment. The License fee set forth in Section 4.1 hereof shall be paid within 30 days of Licensor's execution of this Agreement.

4.3 Taxes. The license fee specified in Section 4.1 hereof is exclusive of any federal, state, or local excise, sales, use, and similar taxes assessed or imposed with respect to the computer software licensed hereunder. Licensee shall pay any such amounts upon request of Licensor accompanied by evidence of imposition of such taxes, except as licensee is exempt from such taxes.

4.4 Source Code Fee. Licensee has the option of purchasing from Licensor, at any time and as often as it desires, a copy of the source code for the Licensed Program including, without limitation, any Maintenance Modifications and Enhancements, for a fee of \$5,000.00 per copy.

Section 5

Proprietary Protection of Materials and Trade Secrets

5.1 Acknowledgment of Proprietary Materials; Limitations on Use. Licensee acknowledges that the Licensed Program are unpublished works for purposes of federal copyright law and embody valuable confidential and secret information of Licensor, the development of which required the expenditure of considerable time and money by Licensor. Licensee shall treat the Licensed Programs in confidence and shall not use, copy, or disclose, nor permit any of its personnel to use, copy, or disclose the same for any purpose that is not specifically authorized under this Agreement.

5.2 Secure Handling. Except for copies of the Licensed Program installed and operated upon its computers as permitted hereunder, Licensee shall require that the Licensed Program be kept on Licensee's premises in separate, secured safes or cabinets, which shall be maintained in a manner so as to reasonably preclude unauthorized persons from having access thereto, and Licensee shall permit such safes or cabinets to be open to access only as necessary for Licensee's use thereof in accordance with the terms of this Agreement.

5.3 Proprietary Legends. Licensee shall not permit any personnel of Licensee to remove any proprietary or other legend or restrictive notice contained or included in any material provided by Licensor, and Licensee shall not permit Licensee personnel to reproduce or copy any such material except as specifically authorized hereunder.

5.4 Licensee's Obligations Respecting Access. Licensee shall limit use of and access to the Licensed Program to such personnel of Licensee as are directly involved in the use thereof by Licensee, and Licensee shall (1) disclose such information only to personnel of Licensee who Licensee has no reason to believe are untrustworthy or may violate the provisions of this Section 5 and (2) prevent all Licensee personnel from having access to any such information that is not required in the performance of their duties for Licensee.

5.5 Injunctive Relief. Licensee recognizes and acknowledges that any use or disclosure of the Licensed Program by Licensee in a manner inconsistent with the provisions of this Agreement may cause Licensor irreparable damage for which remedies other than injunctive relief may be inadequate, and Licensee agrees that in any request to a court of competent jurisdiction by Licensor for injunctive or other equitable relief seeking to restrain such use or disclosure, Licensee will not urge that such remedy is not appropriate under the circumstances.

5.6 Technical Protections. Licensor may from time to time prescribe password protection as an additional security measure for the Licensed Program, and Licensee shall cooperate with Licensor in connection therewith.

5.7 Security Audit. Licensor shall have the right to make visits to the Licensee's computer facilities to review security measures respecting the Licensed Program, and, if deficiencies are identified by Licensor, Licensee shall implement such additional security practices as are reasonably necessary to adequately ensure the security of the Licensed Program.

5.8 Survival of Terms. The provisions of this Section 5 shall survive termination of this Agreement for any reason.

Section 6

Limited Warranty, Limitation of Liability, and Indemnity

6.1 Limited Warranty Against Infringement. Licensor warrants that the Licensed Program and Licensed Documentation as delivered to Licensee do not infringe any third-party rights in patent, copyright, or trade secret in the United States.

6.2 Limited Warranty of Conformity. Licensor warrants, for the benefit only of Licensee, that for a period of one year after delivery to Licensee of the Licensed Program, the Licensed Program shall conform in all material respects to the Specifications (except for modifications made by Licensee or by Licensor at the request of Licensee). Licensor assumes no responsibility for obsolescence of the Licensed Program.

6.3 Exclusive Remedy. As the exclusive remedy of Licensee for any nonconformity or defect constituting an Error in the Licensed Program for which Licensor is responsible, Licensor shall use commercially reasonable efforts to provide Maintenance Modifications with respect to such Error. However, Licensor shall not be obligated to correct, cure, or otherwise remedy any Error in the Licensed Program resulting from any (1) modification of the Licensed Program by Licensee, (2) misuse or damage of the Licensed Program other than by personnel of Licensor, or (3) failure of Licensee to notify Licensor of the existence and nature of such nonconformity or defect promptly upon its discovery.

6.4 Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, LICENSOR MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OR RELATING TO THE LICENSED PROGRAM OR TO ANY OTHER MATERIALS FURNISHED OR PROVIDED TO LICENSEE HEREUNDER, LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SAID MATERIALS OR THE USE THEREOF.

6.5 Limitation on Liability. Except with respect to liability arising from claims of infringement of third-party rights in the United States in copyright, trade secret, or patent, in no event shall Licensor be liable under any claim, demand, or action arising out of relating to its performance or lack thereof under this Agreement for any special, indirect, incidental, exemplary, or consequential damages, whether or not Licensor has been advised of the possibility of such claim, demand, or action.

6.6 Licensee Indemnification. Licensee shall and does hereby agree to indemnify, hold harmless, and save Licensor from liability against any claim, demand, loss, or action (1) resulting from Licensee's use or modification of the Licensed Program and (2) alleging that any Maintenance Modifications made by Licensee infringe any third-party rights in the United States respecting copyright, trade secret, or patent. The foregoing indemnification is predicated upon Licensor (1) fully cooperating with Licensee in the defense or settlement of such actions and (2) giving Licensee prompt written notice of any claim, demand, or action for which indemnification is sought.

6.7 Licensor Indemnification. Licensor shall and does hereby agree to indemnify, hold harmless, and save Licensee from liability against any claim, demand, loss, or action alleging that the Licensed Program or any Maintenance Modifications or Enhancements made by Licensor infringe any third-party rights in the United States respecting copyright, trade secret, or patent. The foregoing indemnification is predicated upon Licensee (1) fully cooperating with Licensor in the defense or settlement of such actions and (2) giving Licensor prompt written notice of any claim, demand, or action for which indemnification is sought.

Section 7

Term and Termination

- 7.1 Term.** This Agreement shall commence on the date and year first above written and shall continue until terminated in accordance with the terms thereof.
- 7.2 Termination by Licensee.** Licensee may terminate this Agreement at any time upon written notice Licensor.
- 7.3 Termination by Either Party.** Either party may terminate this Agreement upon 45 days written notice to the other party if the other party commits a breach of any term hereof and fails to cure said breach within the 45-day period. Such notice shall set forth the basis of the termination.
- 7.4 Actions Upon Termination.** Upon termination of this Agreement for any reason, Licensee shall immediately cease use of, and return forthwith to Licensor, the Licensed Program, and any copies or portions thereof, including Maintenance Modifications or Enhancements.
- 7.5 Failure by the Licensee to assert its rights to retain its benefits to the intellectual property encompassed by the Licensed Program,** pursuant to 11 U.S.C. 365(n)(1)(B) of the United States Bankruptcy Code, under an executory contract rejected by the trustee in bankruptcy shall not be construed as a termination of the contract by Licensee under 11 U.S.C. 365(n)(1)(A) of the United States Bankruptcy Code.

Section 8

Miscellaneous

- 8.1 Entire Agreement.** The provisions herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof. No amendment or modification of any provision of this Agreement will be effective unless set forth in a document that purports to amend this Agreement and that is executed by both parties hereto.
- 8.2 No Assignment.** Licensee shall not sell, transfer, assign, or subcontract any right or obligation hereunder without the prior written consent of Licensor, which shall not be unreasonably withheld. Any act in derogation of the foregoing shall be null and void; provided, however, that any such assignment shall not relieve Licensee of its obligations under this Agreement.
- 8.3 Force Majeure.** Excepting provisions of this Agreement relating to payment of royalties and protection of Licensor's Proprietary information, neither party shall be in default of the terms hereof if such action is due to a natural calamity, act of government, or similar causes beyond the control of such party.
- 8.4 Governing Law.** The validity, construction, and performance of this Agreement shall be governed by the substantive laws of the State of Florida.
- 8.5 Arbitration and Venue.** The Customer and Consultant expressly agree that any claim or controversy arising out of or relating to this Contract, or breach thereof, shall be settled by arbitration before an arbitrator and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof.
- 8.6 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.
- 8.7 Notice.** Any notice required or permitted to be made or given by either party under this Agreement shall be made in writing and delivered by hand or by certified mail, postage prepaid, addressed as first set forth above or to such other address as a party shall designate by written notice given to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

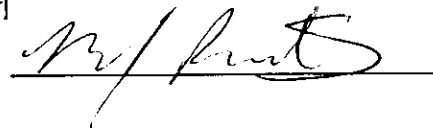
[Licensee]

By:



[Licensor]

By:



Title: Asst City Mgr

Date: 1/24/13

Address for Correspondence:

8401 NW 53 Terrace

3rd Floor

Doral, FL 33166

Title: MANAGING CONSULTANT

Date: 1-23-2013

Address for Correspondence:

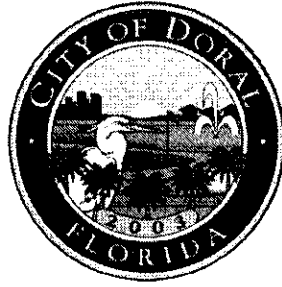
Perconti Data Systems, Inc.
100 2ND AVE S, STE 101-S
ST PETERSBURG, FL 33701

Approved as to form and legal sufficiency
for the sole use of the City of Doral.

[Signature]
City Attorney

Jimmy Morales
Print Name

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2024-2025



Upgrade from Utopia to CD-Plus includes an unlimited license for all modules including: Permitting and Inspections, Code Enforcement, Business Tax Receipts, and Development Review.	\$50,000
Permitting and Inspections Implementation includes functional review, customization, onsite training, and onsite implementation support.	\$20,000
CD-Plus Interfaces includes DB-Listener, (third-party interface) Notification Server, Email/Fax* Server, Building Mobile Inspection Interface	\$25,000
CD-Plus Permitting Web Interface (optional – Doral can implement this on their own or use a third party vendor) includes capabilities to check permit status/fees, schedule/verify inspections, apply for permit.	\$10,000
Data Conversion for Building Permitting System (estimate)	\$15,000
Doral Address / Property Database Integration (estimate)	\$ 5,000

*Fax Server requires a subscription to a email-to-fax service

This pricing includes maintenance support from your live date until December 31, 2013.

100 Second Avenue South, Suite 101-S * Saint Petersburg, Florida 33701

Voice: 727-576-7727 * Fax: 727-576-8033

<http://www.perdasys.com>