

CS STARS

MASTER CONTRACT

SOFTWARE LICENSE AND SERVICES AGREEMENT

This **SOFTWARE LICENSE AND SERVICES AGREEMENT** (this "**Agreement**") is entered into as of **August 25, 2008** (the "**Effective Date**") by and between CS STARS LLC, a Delaware limited liability company with offices at 500 West Monroe Street, Chicago, Illinois 60661 ("**Licensor**"), and the City of Jacksonville, Florida, a municipal corporation under the Constitution and the laws of the State of Florida with offices at **117 West Duval Street, Suite 480 Jacksonville, FL 32202** ("**Client**"). In consideration of the mutual agreements contained herein and intending to be legally bound hereby, Licensor and Client hereby agree to all of the following terms and conditions.

1. Definitions.

(a) "**Affiliate**" shall mean, with respect to a party, its parent company and subsidiaries and/or controlled corporations or entities which are directly or indirectly controlled (through ownership of more than fifty percent (50%) of the voting stock or rights, by control of a majority of the directors of the corporation, by contract or arrangement, or otherwise) by a party.

(b) "**Client Data**" shall mean the data provided or inputted by or on behalf of Client, including personally identifiable information, for use with the Licensed Software, excluding any Confidential Information of Licensor.

(c) "**Confidential Information**" shall mean, collectively, this Agreement, as well as all confidential and proprietary information of a party, including, without limitation, regarding a party's business plans and strategies; products and technology; software, source code and object code; clients or prospective clients; data models; inventions, developments, formulae and processes; know-how, show-how, discoveries, improvements, works of authorship, concepts, mask works, and ideas, or expressions thereof, whether or not subject to patents, copyright, trademark, trade secret protection or other intellectual property right protection (in the United States or elsewhere); and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing. Client Data shall be considered Confidential Information of the Client.

(d) "**Custom Software**" shall mean specifically modified versions or modules of the Software created by Licensor pursuant to a signed Statement of Work, Services Addendum or other written agreement between the parties.

(e) "**Documentation**" shall mean, in printed or electronic form, each of the manuals, user guides, technical specification documents and other

instructional and reference materials generally distributed by Licensor regarding the Software or distributed by Licensor to Client regarding the Custom Software, all as updated and redistributed by Licensor from time to time.

(f) "**Fees**" shall mean the applicable license, implementation, conversion, customization, consulting, maintenance, support and services fees payable pursuant to this Agreement, including as set forth in the Compensation Summary and the Billing Schedule in any Statement of Work.

(g) "**Licensed Software**" shall mean the Software, Upgrades and Custom Software.

(h) "**Licensed Technology**" shall mean the Licensed Software and Documentation.

(i) "**Proprietary Rights**" shall mean all copyright, patent, trademark, trade secret and other intellectual property and proprietary rights.

(j) "**Restricted Entity**" shall mean any individual, partnership, limited liability company, corporation, joint venture, trust, association or other entity owned or controlled by, or acting as an agent for, any person or entity with whom a U.S. citizen, national, or company organized under the laws of or operating in any state or territory of the U.S. is prohibited from engaging in any transactions by U.S. laws, including without limitation, a person on the Specially Designated Nationals List published by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), or any other person or entity with whom or which transactions are prohibited by OFAC regulations.

(k) "**Seat**" shall mean an individual (including an employee or agent of a Service Provider) using or accessing the Licensed Software.

(l) "**Service Provider**" shall mean a third-party service provider of Client's or of its Affiliate(s)

that provides services on behalf of and for Client or its Affiliates(s) (and not as a service bureau).

(m) "Services" shall mean the implementation, support, maintenance, programming and other services specified in any Statement(s) of Work, work orders or services addenda, or otherwise provided by Licensor pursuant to this Agreement.

(n) "Software" shall mean the object code version of the software products set forth in the deliverables section of any applicable Statement of Work hereto and made available to Client under this Agreement by Licensor.

(o) "Statement of Work" shall mean any statement of work entered into and mutually approved by the parties pursuant to this Agreement from time to time and attached hereto in Exhibit A.

(p) "Upgrades" shall mean all updates, new versions, modifications and subsequent releases of the Software. Upgrades shall not include new or different applications, platforms or editions which are not extensions to or replacements for the Licensed Software, but which may use some or all of the code from the Licensed Software.

2. License Grant and Restrictions.

(a) **License.** Subject to all the terms and conditions of this Agreement, Licensor hereby grants to Client, for the term of this Agreement, a non-exclusive, non-transferable, non-assignable, non-sublicensable, limited license for Client and its Affiliates (subject to Sections 2(d) and (e)) to access, display and use the Licensed Technology solely for the internal business purposes of Client and its Affiliates and to manage information relating only to Client and its Affiliates, but not any third parties, and not for any other purpose or in any other manner.

(b) **License Restrictions.** Nothing in this Agreement shall be construed as a grant to Client of any right to, and Client shall not, and shall not permit any third party to: (i) reproduce any of the Licensed Technology or any portion thereof, (provided, that Client shall be permitted to make a reasonable number of copies of the Documentation and any locally-hosted Licensed Software for its internal training, testing and backup purposes); (ii) distribute, disclose or allow use of any of the Licensed Technology, or any portion thereof, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third party; (iii) decompile,

disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Licensed Technology in any manner; (iv) create derivative works from, modify or alter any of the Licensed Technology in any manner whatsoever; (v) use the Licensed Software or any component thereof (excluding Client Data) to construct a database of any kind or to improve the quality of any data sold or contributed by Client to any third party; (vi) store the Licensed Software (excluding Client Data), in its entirety or in any part in databases for access by Client or any third party; (vii) distribute any database systems containing data (excluding Client Data) obtained from the Licensed Software; (viii) create Internet "links" to or from the Licensed Software or "frame" or "mirror" any of Licensor's content which forms part of the Licensed Software; (ix) use or access the Licensed Technology in a manner, or act otherwise in any manner, that could damage, disable, overburden, or impair any Licensor servers or the networks connected to any Licensor server; (x) interfere with any third party's use and enjoyment of the Licensed Technology; or (xi) attempt to gain unauthorized access to the Licensed Technology, accounts, computer systems, or networks connected to any Licensor server through hacking, password mining, or any other means.

(c) **Seats.** The number of permitted Seats shall be as set forth in the Statement of Work. Client acknowledges and agrees that each Seat shall access and use the Licensed Technology through a unique and reasonably secure username/user identification and password. Except Client's and its Affiliates' system administrators where reasonably necessary for administrative or security purposes, no Seat may use the username/user identification or password of any other Seat.

(d) **Third Party Access.** Subject to Section 2(e), Client shall also have the right for Client and Affiliates to permit its Service Providers to access, display and use the Licensed Technology solely for the benefit of Client and its Affiliates, and in accordance with the terms and conditions of this Agreement, provided that:

(i) except as otherwise expressly agreed by Licensor in writing, no such Service Provider is engaged in, or is an affiliate or subsidiary of any person or entity engaged in,

the claims, compliance or risk management software business;

(ii) Client shall provide thirty (30) days' advance written notice of such Service Provider to Licensor and Licensor does not object to such Service Provider within fifteen (15) days of Licensor's receipt of such notice from Client; and

(iii) no Service Provider shall have any right to access, display or use the Licensed Technology unless the Service Provider has agreed in writing in advance to be bound by the Third-Party Licensee Agreement attached hereto as Exhibit B.

(e) Affiliates, Service Providers; Generally.

Client acknowledges and agrees that:

(i) those of Client's Affiliates who will be using, accessing or displaying the Licensed Technology shall be set forth on Schedule 2(e)(i), as amended from time to time, of this Agreement. Client shall provide an updated list of such Affiliates to Licensor semi-annually if there are any changes or additions to such list of Client's Affiliates;

(ii) any rights granted hereunder with respect to the Licensed Technology to any of Client's Affiliates and Service Providers shall expire or terminate immediately upon the expiration or termination of the Agreement in accordance with its terms;

(iii) all access and use of the Licensed Technology by Client's Affiliates and Service Providers shall be subject to all of the terms and conditions of this Agreement; and

(iv) Client shall be fully responsible for (1) ensuring the compliance of all such Client's Affiliates and Service Providers with the terms and conditions of this Agreement; and (2) all violations of the terms or conditions of this Agreement by Client's Affiliates and Service Providers.

(f) Proprietary Rights. As between Client and Licensor, Client acknowledges that Licensor is the exclusive owner of all right, title and interest in and to all Licensed Technology and all Proprietary Rights related thereto, regardless of any participation or collaboration by Client in the design, development or implementation of any such Licensed Technology.

No title or ownership of Proprietary Rights in and to the Licensed Technology, or any component thereof, is transferred to Client, its Affiliates or any third parties hereunder. To the extent that any such Proprietary Rights do not otherwise vest in Licensor or its licensors, Client hereby agrees to promptly assign such Proprietary Rights to Licensor or its licensors, and to do all other acts reasonably necessary to perfect Licensor's or its licensors' ownership thereof, without additional consideration of any kind.

(g) Notices of Infringement; Assistance. In the event Client discovers or is notified of an actual or suspected infringement or misappropriation of the rights of Licensor or its licensors in or to the Licensed Technology, or any component thereof, or any unauthorized disclosure of, access to, or use of the Licensed Technology (each, an "Infringement"), Client shall: (i) immediately notify Licensor of such known or suspected Infringement; and (ii) terminate such Infringement if and to the extent within Client's or its Affiliates' control.

(h) Proprietary Notices. Client shall not remove any copyright, patent, trademark or other proprietary or restrictive notice or legend contained in any of the Licensed Technology, and Client shall reproduce all such notices and legends on all copies of the Licensed Technology that are permitted to be made hereunder. Client further agrees to reasonably cooperate with and assist Licensor (at Licensor's sole expense) in protecting, enforcing and defending Licensor's rights in and to the Licensed Technology.

(i) Client Obligations. In furtherance of the foregoing, Client shall: (i) provide Licensor with reasonable access to Client's premises as appropriate to enable Licensor to perform its obligations hereunder; (ii) provide adequate resources to participate in or facilitate the performance of the Services; (iii) timely participate in meetings relating to the Services; (iv) assign personnel with relevant training and experience to work in consultation with Licensor, if applicable; (v) provide the equipment and software (including obtaining any third party software licenses) required to operate the Licensed Software in accordance with, and to otherwise comply with, the hardware/software specifications for the Licensed Software; (vi) safeguard the user ID's, passwords and other security data, methods and devices furnished to Client in connection with the Licensed Software and prevent unauthorized access to or use of the Licensed Software; (vii) be responsible for all maintenance of

Client networks, equipment and system security required or appropriate in connection with the Licensed Software; (viii) have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data; (ix) transmit Client Data in an encrypted format, to be mutually agreed by the parties, if Client Data is transmitted by electronic transfer or sent in physical media by or on behalf of Client; and (x) take such other actions as are required of Client pursuant to this Agreement, including without limitation, any Statement of Work.

(j) Client Warranty – Client Data. The parties acknowledge and agree that during the term of this Agreement Client, its Affiliates, the Service Providers or other third parties may disclose certain Client Data, including personally identifiable data regarding employees or other individuals, to Licensor for the benefit of Client or its Affiliates. Client represents and warrants to Licensor that: (i) Client its Affiliates, the Service Providers, and such other third parties are authorized to disclose the Client Data to Licensor for use pursuant to this Agreement; (ii) such disclosure does not and shall not violate applicable law or, if applicable, Client's or its Affiliates' agreements with or privacy notices to individuals with respect to whom the Client Data relates; and (iii) Client shall not request Licensor to use, disclose or otherwise process Client Data in any manner that would not be permissible under applicable law or, if applicable, Client's or its Affiliates' agreements with or privacy notices to individuals with respect to whom the Client Data relates, if done by Client.

(k) Non-Licensor Events. Client acknowledges and agrees that Licensor shall not be responsible or liable for any delay or failure in its performance of any duties or obligations pursuant to this Agreement, including, without limitation, under any Statement of Work or schedule hereunder, if such delays or failures result or arise from any Non-Licensor Events. "Non-Licensor Events" shall mean, collectively: any (i) act or omission of Client, its Affiliates or the Service Providers, including without limitation, any delays by Client in its performance or cooperation with respect to the obligations set forth in Section 2(i) or any Statement of Work; (ii) failures of Client's or third party equipment or software (other than the Licensed Software); or (iii) Force Majeure Event (as defined below).

3. Services.

During the term of this Agreement, Licensor shall perform the Services in accordance with this Agreement, including without limitation, the Statement(s) of Work.

4. Fees and Payments.

(a) Fees. Client shall pay to Licensor the Fees in accordance with the Compensation Summary included in any Statement of Work or as otherwise agreed in writing by the parties. Fees for additional services or expenses, if any, will be invoiced monthly as incurred.

(b) Expenses. Client shall reimburse Licensor for all reasonable, documented out of pocket travel, lodging, meal and other expenses reasonably incurred by Licensor in the course of performing the Services.

(c) Taxes. Client shall be liable for any taxes (including but not limited to federal manufacturers' and retailers' excise, state and local sales and use taxes, and personal property taxes), public charges, tariffs, and export and import duties, however designated, and any interest and penalties thereon, arising under this Agreement, other than taxes based on Licensor's income. Any taxes assessable on Client's copy of the Licensed Software on or after its delivery to Client shall also be borne by Client. All such taxes shall be included in amounts invoiced to Client.

(d) Payments. All Fees under this Agreement shall be payable by Client pursuant to and in accordance with the Billing Schedule set forth in the Compensation Summary described in any Statement of Work or as otherwise agreed by the parties, and shall be due within thirty (30) days of invoice date. Payments remitted after forty-five (45) days shall bear interest at one percent (1%) per month or, if less, the maximum rate allowed by law. Except as provided in Sections 6(b) and 8(a), all Fees paid hereunder are non-refundable. If Client does not pay an invoice by the later of seventy-five (75) days after its due date or fifteen (15) days after notice that Licensor intends to terminate this Agreement for nonpayment, then this Agreement and all of Client's rights hereunder will terminate without further notice.

5. Confidentiality.

(a) Confidential Information. Each party acknowledges and agrees that during the term of this Agreement it may be furnished with or otherwise have

access to Confidential Information of the other party. The party that has received Confidential Information (the Receiving Party), in fulfilling its obligations under this Section 5, shall exercise the same degree of care and protection with respect to the Confidential Information of the party that has disclosed Confidential Information to the Receiving Party (the Disclosing Party) that it exercises with respect to its own Confidential Information, but in no event shall the Receiving Party exercise less than a reasonable standard of care. The Receiving Party shall only use, access and disclose Confidential Information as necessary to fulfill its obligations under this Agreement, including any Statement of Work, or in exercise of its rights expressly granted hereunder. Receiving Party shall not directly or indirectly disclose, sell, copy, distribute, republish, create derivative works from, demonstrate or allow any third party to have access to any of Disclosing Party's Confidential Information; provided, however, that: (i)(1) Receiving Party may disclose the Disclosing Party's Confidential Information to its Affiliates who have a need to know, and (2) Licensor shall have a right to disclose Client's Confidential Information to Client's Affiliates and Service Providers, and Licensor's employees and other agents; and (ii) all use of the Disclosing Party's Confidential Information shall be subject to all the restrictions set forth in this Agreement.

(b) Exclusions. The following information shall not be considered Confidential Information subject to this Section 5: (i) information that is publicly available or later becomes available other than through a breach of this Agreement; (ii) information that is known to the Receiving Party or its employees, agents or representatives prior to such disclosure or is independently developed by the Receiving Party or its employees, agents or representatives subsequent to such disclosure; or (iii) information that is subsequently lawfully obtained by the Receiving Party or its employees, agents or representatives from a third party without obligations of confidentiality. If the Receiving Party is required by law to disclose any portion of the Disclosing Party's Confidential Information, including, without limitation, pursuant to the terms of a subpoena, court order or otherwise by applicable law, Receiving Party shall give prior timely notice of such disclosure to Disclosing Party to permit Disclosing Party to seek a protective or similar order, and, absent the entry of an order, Receiving Party shall disclose only

such Confidential Information as is necessary be disclosed in response to such subpoena, court order or other similar document.

(c) Survival. The obligations set forth in this Section 5 shall expire two (2) years after termination or expiration of this Agreement; provided, however, that the confidentiality obligations for Confidential Information constituting trade secrets (as determined under applicable law) shall survive the termination or expiration of this Agreement for as long as such Confidential Information remains a trade secret.

6. Term and Termination; Migration.

(a) Term. This Agreement shall commence upon the Effective Date and remain in effect until September 30, 2009 (the "Initial Term"), unless terminated sooner in accordance with this Section 6. Upon expiration of the Initial Term of this Agreement, Client shall be entitled to renew this Agreement, including all Statements of Work attached hereto, on mutually acceptable terms for up to four (4) successive one-(1) year terms (each, a "**Renewal Term**"); provided, however, that Client:

(i) is not in breach of this Agreement and is current on all amounts due Licensor under this Agreement;

(ii) gives Licensor written notice of Client's intention to renew at least ninety (90) days prior to the expiration of the Initial Term or the first Renewal Term, as the case may be; and

(iii) acknowledges and agrees that: (1) each such Renewal Term will be at Licensor's then-current rates and Client will also be responsible for all Fees and expenses associated with any additional Services agreed upon between the parties at Licensor's then-current rates; (2) the Licensed Software available to Client and supported by Licensor during any Renewal Term may be a different version or release than as available and supported during the prior term; and (3) upon expiration of the Initial Term, Licensor shall have no liabilities or obligations to Client with respect to the Licensed Technology, including as set forth in Sections 7 or 8, unless Client has installed the then-current version of the

Licensed Software generally made available for license by Licensor to its licensees.

(b) Termination. This Agreement may be terminated by: (i) Licensor pursuant to Section 4(d) or Section 8(a); or (ii) either party if the other party breaches any material term and fails to cure such breach within thirty (30) days after receipt of written notice thereof. If Client terminates the Agreement for Licensor's breach in accordance with this Section 6(b), Licensor shall refund to Client, within forty-five (45) days of the effective date of such termination, any prepaidd but unearned Fees paid to Licensor in advance by Client.

(c) Events Upon Expiration, Termination. Upon the expiration or termination of this Agreement for any reason, Client shall: (i) promptly cease all use of the Licensed Technology; (ii) promptly discontinue providing access to and remove all links to the Licensed Technology; (iii) within ten (10) business days after expiration or earlier termination of this Agreement, return to Licensor, or upon Licensor's request, destroy, all copies of the Licensed Technology in Client's, its Affiliates and the Service Providers' possession or control; and (iv) certify within fifteen (15) business days to Licensor in writing that it has done all of the foregoing after expiration or earlier termination of this Agreement. Upon any expiration or termination of this Agreement, Licensor shall invoice Client for all accrued Fees, including, without limitation, the full amount of any implementation fees specified in the Statement of Work, and all reimbursable expenses, and Client shall pay the invoiced amounts, including from previously issued invoices, within ten (10) business days of Client's receipt of such invoice or, if applicable, of the expiration or earlier termination of this Agreement.

(d) Migration. During the term of this Agreement, Licensor may design and put into production a new version of the Software, including which operates on another platform, with respect to each type of Software listed in Exhibit A, "New Software") that is intended to replace the then-current version of the Software. Client acknowledges and agrees that during the term of this Agreement Client shall negotiate in good faith with Licensor with respect to any proposal made by Licensor relating to migration of the Client to the New Software.

(e) Survival. Except as otherwise set forth in, in the event of termination of this Agreement

for any reason, the provisions of Sections 2(f),(j), 5, 6(e), 7(e),(f), 8, 9, 10, 11, 13 and 14, as well as all payment obligations, shall survive.

7. Limited Warranties and Disclaimer.

(a) Software Warranty. Licensor warrants that the Licensed Software will perform in all material respects in accordance with the Documentation when used in accordance with the terms of this Agreement on the hardware and with the third-party software specified by Licensor from time to time. Client's sole remedy for any breach by Licensor of the warranty provided in this Section 7(a) shall be replacement of the nonconforming Licensed Software, at Licensor's sole expense, as described herein. If Client discovers that any Licensed Software fails to conform to the warranty provided in this Section 7(a), Client shall give Licensor written notice of such nonconformity within thirty (30) days after delivery of the Licensed Software or component thereof to Client and promptly after such discovery (and, in no event later than five (5) business days after expiration of the Warranty Period (as defined below)). Licensor shall deliver to Client replacement Licensed Software, a work-around and/or an error/bug fix as may be necessary to correct the nonconformity. In the event that Client gives Licensor notice of an apparent nonconformity that Licensor reasonably determines is not due to any fault or failure of the Licensed Software to conform to the warranty provided herein, all time spent by Licensor resulting in such determination, including time spent attempting to correct the problem, shall be charged against Client's client service hours, or, if client service hours have been exhausted, charged to Client at Licensor's then current hourly rate for such services.

(b) Services. Licensor represents and warrants that the Services shall be performed in a professional and commercially reasonable manner consistent with the standard of care exercised by Licensor in performing similar services for other clients. Client's sole remedy for breach of this warranty shall be re-performance of the nonconforming Services, provided that Licensor must have received written notice of the nonconformity from Client no later than thirty (30) days after the original performance of the Services by Licensor.

(c) Software Virus. Licensor warrants that, to the best of Licensor's knowledge, prior to its delivery to Client, the Licensed Software does not contain any programming devices (e.g., viruses, key

locks, back doors, trap doors, etc.) which would: (i) disrupt the use of the Licensed Software or any system, equipment or software to which Client's networks are interfaced or connected; or (ii) destroy or damage data or make data inaccessible or delayed, except for file and purge routines necessary to the routine maintenance of the Licensed Software (collectively, "Disabling Code"). Licensor will use reasonable practices and security procedures necessary to avoid insertion of Disabling Code prior to the delivery of the Licensed Software to Client and, as Client's sole remedy, shall remove any such Disabling Code so inserted, at Licensor's cost and expense.

(d) Authority. Each party represents and warrants that it has full power and authority to enter into this Agreement and grant the rights granted herein.

(e) Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED TECHNOLOGY OR SERVICES, INCLUDING QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-FRINGEMENT. NO LICENSOR AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT. Licensor shall not be responsible for: (i) any non-conformities of the Licensed Software with Documentation, omissions, delays, inaccuracies or any other failure caused by Client's, its Affiliates' or any Service Providers' computer systems, hardware or software (other than the Licensed Software), including by interfaces with such third party software, or any inaccuracies that such systems may cause within the Licensed Software; (ii) any inaccuracies in or failures of the Licensed Software to conform to the Documentation arising out of the use of a version or release of the Licensed Software other than the most recent version or release provided to Client by Licensor; (iii) any data that Licensor receives from Client or third party sources, including its PPOs, and including the data's accuracy or completeness, or Client's claim handling decisions; or (iv) the Licensed Software to the extent it is modified by anyone other than Licensor. To the extent the Licensed Software uses Internet systems to transmit data or

communications, Licensor disclaims any liability for interception of any such data or communications, including of encrypted data. Client agrees that Licensor shall have no responsibility or liability for any damages arising in connection with access to or use of the Licensed Technology by Client, its Affiliates, or Service Providers other than as authorized by this Agreement. Licensor is also not responsible for the reliability or continued availability of the telephone lines and equipment used to access the Licensed Software.

(f) Third-Party Websites. The content of third party Websites, systems, products or advertisements that may be linked to the Licensed Software are not maintained or controlled by Licensor. Licensor is not responsible for the availability, content or accuracy of third party Websites, systems or goods that may be linked to, or advertised on, the Licensed Software. Licensor does not: (i) make any warranty, express or implied, with respect to the use of the links provided on, or to, the Licensed Software; (ii) guarantee the accuracy, completeness, usefulness or adequacy of any other Websites, systems, products or advertisements that may be linked to or referenced in the Licensed Software; or (iii) make any endorsement, express or implied, of any other Web sites, systems, products or advertisements that may be linked to or referenced in the Licensed Software.

(g) Warranty Period. The representations and warranties contained in this Section 7 shall be in force, as to each version or release of the Software, for a period of one (1) year after it is first delivered or otherwise made available to Client by Licensor (the "Warranty Period").

8. Indemnification by Licensor.

(a) Indemnification. Licensor agrees to indemnify, defend, settle, or pay any claim or action against Client, its Affiliates, and their officers, directors, members, managers, shareholders, and employees for infringement of any U.S. patent or copyright arising from Client's use in accordance with this Agreement of the Licensed Software. If the Licensed Software or any part of the Licensed Software is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Licensor shall, at its own expense and as Client's sole remedy therefor, either: (i) procure for

Client the right to continue to use the Licensed Software; or (ii) modify the Licensed Software to make it non-infringing, provided that such modification does not materially adversely affect Client's authorized use of the Licensed Software; or (iii) replace the Licensed Software with a functionally equivalent non-infringing program at no additional charge to Client; or (iv) if none of the foregoing alternatives is reasonably available to Licensor, terminate this Agreement and refund to Client any prepaid but unearned Fees paid to Licensor in advance by Client prior to the effective date of the termination.

(b) Exclusions. Licensor's indemnification obligations under Section 8(a) shall not apply where the claim is based in whole or in part on: (i) modifications to the Licensed Software or any component thereof made by anyone other than Licensor; (ii) use of any Licensed Software in combination with a product not supplied by Licensor; (iii) use of any Licensed Software other than in accordance with this Agreement or the Documentation; or (iv) use of a version of the Licensed Software other than the most recent version or release provided to Client by Licensor.

(c) Conduct. Licensor shall have the sole right to conduct the defense of any such infringement claim or action and all negotiations for its settlement or compromise, and to settle or compromise any such claim. Client agrees to cooperate and ensure that its Affiliates cooperate with Licensor in doing so. Client agrees to give Licensor prompt written notice, in no case longer than within seven (7) days of receipt or discovery, of any threat, warning, or notice of any such claim or action, with copies of any and all documents Client, its Affiliates or Service Providers may receive relating thereto.

9. Indemnification by Client.

Client agrees to indemnify, defend and hold harmless Licensor, its Affiliates, and all their officers, directors, members, managers, shareholders, employees and other agents for and against any damage, cost, liability, expense, claim, suit, action or other proceeding, to the extent based on or arising in connection with any breach of this Agreement by Client, its Affiliates or the Service Providers.

10. Limitation of Liability.

(a) Disclaimer. IN NO EVENT WILL ANY PARTY BE LIABLE UNDER OR IN

CONNECTION WITH THIS AGREEMENT FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME, GOODWILL OR REVENUE, COSTS INCURRED AS A RESULT OF DECISIONS MADE IN RELIANCE ON THE LICENSED TECHNOLOGY, LOSS OF USE OF THE LICENSED TECHNOLOGY OR ANY OTHER SOFTWARE OR OTHER PROPERTY, LOSS OF DATA, THE COSTS OF RECOVERING OR RECONSTRUCTING SUCH DATA OR THE COST OF SUBSTITUTE SOFTWARE, SERVICES OR DATA, OR FOR CLAIMS BY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER OF DAMAGES SHALL NOT APPLY TO: (i) AMOUNTS PAYABLE TO THIRD PARTIES WHICH ARE LICENSOR'S RESPONSIBILITY PURSUANT TO SECTION 8(a); (ii) THIRD PARTY CLAIMS FOR BODILY INJURY; OR (iii) CLIENT'S BREACH OF SECTION 2(b) or 2(j).

(b) Limitation of Liability.

(i) UNDER NO CIRCUMSTANCES SHALL LICENSOR'S AGGREGATE MAXIMUM LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE PAYMENTS ACTUALLY MADE TO LICENSOR HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE AGAINST LICENSOR. THIS LIMITATION OF LICENSOR'S LIABILITY SHALL NOT APPLY TO (1) AMOUNTS PAYABLE TO THIRD PARTIES WHICH ARE LICENSOR'S RESPONSIBILITY PURSUANT TO SECTION 8(a); (2) THIRD PARTY CLAIMS FOR BODILY INJURY; OR (3) DIRECT DAMAGE TO TANGIBLE PROPERTY UP TO THE VALUE OF SUCH TANGIBLE PROPERTY.

(ii) UNDER NO CIRCUMSTANCES SHALL CLIENT'S AGGREGATE MAXIMUM LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS DUE AND

PAYABLE TO LICENSOR HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE AGAINST CLIENT. THIS LIMITATION OF CLIENT'S LIABILITY SHALL NOT APPLY TO ANY BREACH OF SECTION 2(b) OR 2(j) BY CLIENT.

(c) **Limitation of Liability in Accordance with Florida Law.** THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION 10 SHALL BE ENFORCED TO THE EXTENT PERMITTED BY THE LAWS OF FLORIDA; PROVIDED, HOWEVER, THAT ANY SUCH LIMITATION OF LIABILITY GIVEN BY THE CITY SHALL NOT BE, NOR SHALL IT BE CONSTRUED AS, A FURTHER WAIVER OF THE CITY'S SOVEREIGN IMMUNITY BEYOND THE LIMITED LEGISLATIVE WAIVER IN § 768.28, FLORIDA STATUTES, PURSUANT TO AUTHORITY IN ARTICLE 10, § 13, FLA. CONST. (1968).

11. Publicity.

(a) **Database Information.** Licensor may publicize the fact that Client has procured a license for the Licensed Technology. Licensor may so use Client's name but not its logotype and will not state or imply that Client endorses or recommends the Licensed Technology. From time to time Licensor may compile and sell databases of risk management information. Subject to Licensor's confidentiality obligations set forth in Section 5 herein, Client agrees that Licensor may use de-identified and/or aggregated Client Data for these purposes.

(b) **Press Releases.** Except as otherwise expressly provided in Section 11(a), neither party shall issue a general press release naming the other party regarding the existence of this Agreement, without the prior written consent of the other party.

12. Foreign Use.

If Client chooses to access the Licensed Software from outside the United States, it is responsible for compliance with foreign and local laws. The Licensed Technology is not available through Licensor or its affiliates to any Restricted Entity. Client represents

and warrants that it is not a Restricted Entity and is not using the Licensed Technology on behalf of or for the benefit of a Restricted Entity.

13. Records.

Client shall use reasonable efforts to maintain records regarding its use of the Licensed Technology, including, without limitation, the name and username/user identification and password of each Seat, (collectively, the "Records"). Client shall maintain such Records during the term of this Agreement and for two (2) years thereafter. At Licensor's expense, Licensor (or at Licensor's election, its representatives) shall have the right to examine, inspect and audit Client's offices, information systems and Records, and make extracts of information and copy any part of the Records at any reasonable time during normal business hours upon ten (10) business days' notice to Client in order to monitor Client's compliance with this Agreement. If any such audit reveals that Client has more (i) Seats accessing or using the Licensed Technology, or (ii) transactions than Client has paid for during the period to which the audit relates (as determined prior to the commencement of the audit), then Client shall promptly pay for such additional Seats or transactions, as applicable (beginning from the date of first access by each additional user or first additional transaction) at the rates set forth in the applicable Statement(s) of Work, and the reasonable cost of such audit shall be borne by Client. In addition, if any such audit reveals that Client has more five percent (5%) or more Seats accessing or using the Licensed Technology or transactions than for which Client has paid, Licensor shall have the right to charge Client interest at ten percent (10%) per annum, or the highest amount permitted by applicable law, whichever is lower on all amounts payable by Client for such additional Seats or transactions, as applicable.

14. General.

(a) Client shall not have the right to assign, transfer, or sublicense any obligations or benefit under this Agreement without the prior written consent of Licensor. Except as otherwise provided herein, this Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties.

(b) Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be deemed delivered: (i) upon

delivery if delivered in person; (ii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (iii) upon transmission if sent via facsimile, with a confirmation copy sent via overnight mail; or (iv) one (1) business day after deposit with a national overnight courier, in each case addressed to the following addresses:

If to Licensor:
CS STARS LLC
Attn: Executive Vice President
Professional Service
500 West Monroe Street
Chicago, IL 60661
Facsimile: (312)627-6590

With a copy to:
CS STARS LLC
Attn: Corporate Counsel
500 West Monroe Street
Chicago, IL 60661
Facsimile: (312)627-6590

If to Client:
Attn: Charles Spencer
201 E. Forsyth St. Suite 470
Jacksonville, FL 32202
Facsimile: (904) 630-2913

or to such other address as may be specified by either party hereto upon notice given to the other.

(c) The failure of either party to enforce any of its respective rights under this Agreement at any time for any period shall not be deemed or construed a waiver by such party of such rights.

(d) Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not as partner, joint venturer or agent of the other party and shall not bind nor attempt to bind the other party to any contract or other undertaking.

(e) No changes or modifications to or waivers of any provision of this Agreement shall be effective unless evidenced in a written amendment that is signed by authorized representatives of both parties.

(f) In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that

this Agreement shall otherwise remain in full force and effect and enforceable.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of laws provisions thereof. Jurisdiction and venue for actions related to the subject matter of this Agreement shall be the state and federal courts located in Duval County, Florida.

(h) Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

(i) Neither Licensor nor Client shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including without limitation, acts of God, fires, floods, earthquakes, wars, civil disturbances, terrorism, sabotage, accidents, unusually severe weather, labor disputes, governmental actions, power failures, viruses that are not preventable through generally available retail products, inability to obtain labor, material or equipment, catastrophic hardware failures, usage spikes, attacks on a party's server, or any inability to transmit or receive information over the Internet, (each, a "Force Majeure Event") nor shall any such failure or delay give a party the right to terminate this Agreement.

(j) The parties acknowledge that breach of this Agreement by either party may cause irreparable injury to the non-breaching party that may not be adequately compensable in money damages, and for which the non-breaching party shall have no adequate remedy at law. In the event of breach of Sections 2 or 5 of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests, including but not limited to preliminary and permanent injunctive relief. The parties hereby waive any requirement of the posting of a bond that may apply for issuance of any injunctions, orders or decrees.

(k) This Agreement takes precedence over any conflicting statement or provision in any Statement of Work and any other document furnished by Licensor. This Agreement, including all Exhibits hereto, is the complete statement of the agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior oral and written agreements with respect to the subject matter hereof.

(I) This Agreement may be executed in counterparts, each of which will be deemed an original

but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CS STARS LLC

By: [Signature]
(Authorized Representative)

Name: Brett J Greenway
Title: Senior Account Manager

City of Jacksonville, Florida

By: [Signature]
(Authorized Representative)

Name: John Peyton

Title: Mayor

Kerri Stewart
Deputy Chief Administrative Officer
For: Mayor John Peyton
Under Authority of:
Executive Order No. 07-12



TEST: [Signature]
Corporation Secretary
City of Jacksonville

In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

[Signature]
Director of Finance

7661-04

[Signature]