

**IDAM™ SOFTWARE LICENSING AGREEMENT**

This software licensing agreement (the "Agreement") is made and entered into by and between qPUBLIC LLC, a Delaware limited liability company, whose principal place of business is 120½ W. New York Ave., Deland, Florida 32720 ("QPUBLIC") and Lexington-Fayette Urban County Government whose physical Office is at: 200 East Main Street; Lexington, KY 40507 (CLIENT").

**1) Definitions**

- a) Business shall mean CLIENT's governmental obligation to assess damage after a disaster based on the damage levels that CLIENT's damage assessment team assigns.
- b) The IDAM™ is the Integrated Damage Assessment Model.
- c) IDAM2™ is the GIS enabled IDAM.
- d) Improvement shall mean any improvement, modification, enhancement, adaptation, derivation, correction, revision, update, translation or alteration of or to any Licensor IP created by QPUBLIC, CLIENT or sub-licensees (or on its or their behalf), or otherwise arising in relation to the CLIENT's, or its sub-licensees', use of the Licensor IP, including all Intellectual Property subsisting in and/or relating to same.
- e) Intellectual Property shall mean all patents, trademarks, service marks, and copyrights (including copyrights in databases and in computer software both in source code and object code form), inventions, trade secrets and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether registered or not, or capable of registration or not and including all applications for, the right to apply for, and the right to sue for past infringements of, any of the foregoing rights.
- f) Licensor IP shall mean all Intellectual Property owned by QPUBLIC from time to time relating to IDAM and IDAM2.

**2) License**

Subject to the terms and conditions hereof, QPUBLIC grants CLIENT a non-exclusive, non-transferable, revocable license to use the Licensor IP solely in relation to the Business for the term of this Agreement. CLIENT may not grant sublicenses in the Licensed IP. Employees and agents of the CLIENT, assigned to Client's damage assessment team, may use the Licensor IP under this License solely in relation to the Business. Notwithstanding the foregoing, nothing in this Agreement shall permit the CLIENT to use the Licensed IP to the extent that: (i) such use would cause the QPUBLIC to breach any agreement with any third party; or (ii) QPUBLIC is otherwise restricted from granting same.

This licensing agreement will accommodate as many users as necessary so that the software may be fully utilized by Damage Assessment personnel in the event of a disaster or for training purposes. QPUBLIC will provide ongoing modifications to SOFTWARE for improvements and provide off-site hosting.

**3) Proprietary Rights**

QPUBLIC - Has proprietary rights to all materials, including but not limited to any and all software (in object code and source code form) data or information developed by or provided by QPUBLIC.

**5) CLIENT Content**

Data in the form of a Microsoft Access database or comparable and jpeg/gif/png/tiff/MrSid image files, are to be provided to QPUBLIC by CLIENT on either a CD-ROM, DVD or via FTP in a timely manner for updates.

**6) Compensation to QPUBLIC**

Annual Compensation Fee for SOFTWARE shall be: \$3000.

This Fee covers regular data updates and routine modifications so that SOFTWARE may be used for simulations and training purposes throughout the Annual (12 month contract) period and is due at contract signing.

Initial Data Load and installation Fee shall be: \$0.00.

This Fee covers installation of SOFTWARE and monthly data reloads and is due at contract signing.

Activation Fee shall be: \$4000.

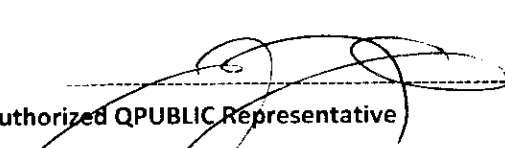
This Fee will be charged to CLIENT for use of SOFTWARE for an actual disaster (not training or simulation) and is due within 60 days of the date of Use. This amount will only be charged one time during the annual contract period regardless of the number of times the IDAM software is used during that contract period for actual disaster damage assessment purposes.

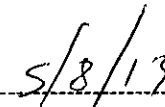
**7) Termination and Renewal**

This Agreement shall be effective 5/8/13 (anniversary date) when signed by both parties and shall remain in effect unless or until otherwise properly terminated. The agreement automatically renews on this anniversary date. Either Party may terminate this Agreement with thirty days written notice prior to the anniversary date to the other Party.

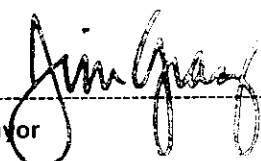
**IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.**

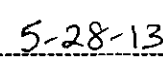
**QPUBLIC:**

  
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Authorized QPUBLIC Representative

  
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Date

**CLIENT:**

  
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Jim Gray, Mayor

  
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Date