

## **PRODUCT LICENSE AGREEMENT**

This Product License Agreement ("Agreement") is entered into by and between UNICOM Systems, Inc. ("Licensor"), and Lexington-Fayette Urban County Government ("Licensee") (Licensor and Licensee are collectively, the "Parties"); and establishes the general terms and conditions by which Licensee shall acquire a License (defined below) to use Licensor's software products, programs, documentation, education and professional services, (hereinafter collectively referred to as "Product").

**COMMENCEMENT DATE: March 10, 2011**

**ARTICLE 1. SCOPE:** This Agreement contemplates the current or future execution by the parties of one or more Product Schedule(s). No license to acquire or in any manner use a Product is afforded to Licensee by virtue of this Agreement alone, but shall in addition thereto, require Product Schedule(s). Each Product Schedule shall be executed by Licensee and be subject to acceptance by Licensor.

**ARTICLE 2. PRODUCT SCHEDULE(S):** Each Product Schedule shall specifically reference this Agreement and shall also contain: (a) the Product name; (b) the Operating Systems; (c) the type of License; (d) the effective date of the License; (e) the charge for the License; (f) if appropriate, the CPU Group; (g) if appropriate, the CPU model and type; (h) if appropriate, the serial number of the Designated CPU on which the Product will operate (hereinafter, "Designated CPU"); (i) if appropriate, the total MIPS (millions of instructions per second) rating; (j) if appropriate, the location of the Designated CPU; and (k) if appropriate, the names of the Products' authorized users; and signature of authorized representatives of both Licensor and Licensee. This Agreement shall incorporate only those provisions of the Product Schedule(s) required by this Article.

**ARTICLE 3. GRANT:** Licensor hereby grants to Licensee, upon the terms and subject to the conditions set forth herein, a limited, non-transferable, non-exclusive license to install and use the Product ("License"). The License shall be limited to the use of the Product as specified in the accompanying Product Schedule(s). The License shall be used (i) only on the Designated CPU; (ii) for Licensee's own internal information services and computing needs only, including to make copies required for such use, including copies for archival and backup purposes; and (iii) operated by Licensee's designated users as specifically identified and authorized by the accompanying Product Schedule(s). Nothing contained herein shall be deemed to prohibit the Licensee from transmitting data from affiliated remote locations owned by the Licensee for processing on the Designated CPU. The License fees and/or other charges shall be indicated in each of the attached Product Schedule(s) and payable subject to the terms in Article 9 - PAYMENT AND LICENSE TYPES. Where a Schedule states that a Licensee may use the Product for the benefit of Third Parties ("End Users"), the Licensee must pay a license fee for each End User to whom the Licensee provides services using the Product.

**ARTICLE 4. TRANSFER OF LICENSE:** Licensee's rights in and to the use of the Product may not be assigned, subleased, or otherwise transferred voluntarily, by operation of law, or otherwise, without prior written approval of Licensor. Notwithstanding the foregoing and upon receipt by Licensor of the applicable fee ("Transfer Fee"), Licensee may assign the License to use any Product covered hereunder in the event that the Designated CPU is relocated, transferred or sold to or from an outsourcer, parent, wholly owned subsidiary or an affiliated company of Licensee. In such event, Licensee agrees to execute a new Product License Agreement and pay the additional applicable Transfer Fee, Outsourcing Access Fee and/or Third Party Access Fee plus applicable pro-rated maintenance fees. Subject to the provisions of this Article, this Agreement shall be binding upon and shall take effect to the benefit of the Parties hereto and their respective successors and

assigns.

**ARTICLE 5. TERM:** Upon acceptance by Licensor, this Agreement shall become effective as of the Commencement Date and, except as otherwise provided herein, shall continue in full force and effect for the Initial Term per the Product Schedule and thereafter until terminated by either Party upon ninety (90) day's prior written notice to the other. If no such notice has been received upon expiry of the Initial Term, the Agreement shall automatically continue for additional periods of one year, unless and until either Party gives the other at least ninety (90) day's prior written notice of its wish to terminate the Agreement on the next anniversary of the Effective Date. Licensor may immediately terminate the licenses without further obligation or liability (a) if Licensee fails to pay an amount due hereunder and remains unpaid for a period of thirty (30) days after the last day on which payment is due; or (b) if Licensee ceases to carry on its business or has a receiver appointed to it or over any part of it or passes a resolution for its winding up or enters into any voluntary arrangement with its creditors, or is unable to pay its debts; or (c) if Licensee commits any other breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Licensor of such breach. For the avoidance of doubt, non-payment of any monies due shall constitute a material breach capable of remedy; or (d) if Licensee violates Article 7 or 8 herein; or (e) Licensor is liquidated, dissolved, ceases to carry on business on a regular basis or discontinues commercial sales of the Products and successor or assignee of Licensor does not assume the obligations of Licensor. The term of each Product License shall continue in effect for the term described in the Product Schedule save and except as may be limited by this Agreement. The termination of this Agreement shall not affect: (a) the survival of representations and warranties contained herein; or (b) the obligations of either Party regarding confidential treatment of the other's proprietary information, copyrights, patents, or trade secrets. In the event of such termination Licensee acknowledges that it will not be entitled to any refund of unused portions of prepaid license fees and maintenance fees. Upon termination and expiration of each Product's License, Licensee shall return to Licensor the terminated Product and all related documentation and copies thereof, but may retain all other licensed Products not terminated. Licensee shall promptly certify in writing to Licensor that all copies of the terminated Product have been removed from each CPU upon which the Product was installed, and that any copies not returned have been destroyed. Termination of this Agreement, any license granted hereunder or the maintenance plan shall not release Licensee from the obligations of Article 7 or 8 herein. The Licensee acknowledges that, following the Initial Term, it may be required to use an updated password or other technological device necessary for continued use of the Product. The Licensor shall not be in breach of this Agreement for any failure to deliver such password or other technological device on or following the expiry of the Initial Period but, in such case, shall rectify such failure as soon as practicable following notice from the Licensee.

**ARTICLE 6. EFFECTIVE DATE OF LICENSE:** A License shall become effective upon the date the Product is first placed in a

production environment, or on a date mutually agreed in writing by the Licensee and Licensor and continue in effect for the term(s) set forth in each executed and accepted Product Schedule attached to this Agreement.

**ARTICLE 7. CHANGE IN DESIGNATED CPU:** The Licensee may use the Product only on the Designated CPU located at Designated Location, provided; however, that the Product may be temporarily transferred, subject to a Transfer Fee in addition to any other applicable fee, to another computer if the Designated CPU is inoperable due to malfunction, initiation of a disaster recovery program or for routine maintenance. Notwithstanding the above and upon receipt by Licensor of the Transfer Fee in addition to any other applicable fee, Licensee may designate another computer as a replacement to the Designated CPU by written notice to the Licensor. If the new Designated CPU is of a higher CPU group level than the previously Designated CPU, Licensee agrees to execute a new Product Schedule for each licensed Product and pay the applicable Upgrade Fee. The Upgrade Fee is calculated as the difference between the amount actually paid by Licensee for the CPU License Fee and the then current CPU License Fee and Licensee agrees to pay the new standard then current Maintenance Charge for the new CPU Group. If Licensee has a MIPS License, Licensee shall purchase additional MIPS in 100 MIPS increments at the then current MIPS price. Upon receipt of payment for the upgrade, maintenance and any other applicable fee, Licensor will provide Licensee with an authorization code that allows the Product(s) to be used on the new CPU for the duration of the pre-paid maintenance period ("Authorization Code"). If the newly Designated CPU is of a lower CPU Group level, Licensee agrees to execute a new Product Schedule for each licensed Product with a then lower Maintenance Charge or Monthly Charge and Licensor agrees to charge Licensee with the lower charge beginning at the end of the Initial Term, or if the Initial Term has ended, on the next anniversary. If Licensee has a User License, only those users (defined herein as limited to authorized employees of Licensee only, who are governed by the terms of this Agreement, including but not limited to the obligations enunciated herein to maintain trade secrets and confidences), specifically identified and authorized in the accompanying Product Schedule may use the Product. Use of the Product by an unidentified and/or unauthorized user is a breach of the Agreement and voids all warranties and obligations of Licensor to provide support, maintenance and enhancements. Notwithstanding the above and upon receipt by Licensor of the Transfer Fee in addition to any other applicable fee, Licensee may designate additional and/or alternative users of the Product by written notice to the Licensor. If Licensee adds users for the Product, or changes Designated CPU, or increases the Total MIPS, or adds additional location(s), Licensee agrees to execute a new Product Schedule and pay the additional applicable User Fee plus applicable pro-rated maintenance fee. Separate, distinct and in addition to any other charges that may be required by the Agreement and accompanying Product Schedule(s), Licensee is required to provide the following information for each of Licensor's product(s) being operated by Licensee, in writing, signed by an authorized licensee representative, within 30 days of December 31 of each year, and within thirty (30) days of a written request from Licensor: (a) the Product name; (b) the number of locations and CPUs upon which Licensor's Products are operating; (c) the CPU Group; (d) the CPU model and type; (e) the serial number of the Designated CPU(s); (f) the total MIPS (millions of instructions per second) rating; (g) the configuration and the location of the Designated CPU; (h) the names of the Products' authorized users; (i) the Operating Systems; (j) the type of License; and (k) the effective date of the License. Licensor may confirm the accuracy and completeness of the information provided by Licensee by causing an audit to be conducted by an independent audit firm chosen

by Licensor. Licensee shall cooperate fully in any such audit. Failure by Licensee to cooperate with any such audit constitutes a material breach of the Agreement. In the event that the audit confirms the accuracy and completeness of the information provided by Licensee, the audit will be at Licensor's sole expense. In the event that the audit reveals that the information provided by Licensee was inaccurate and/or incomplete, all expenses for the audit will be chargeable to Licensee, and shall be due and payable within thirty (30) days of receipt of an invoice for such charges.

**ARTICLE 8. TITLE, PROPRIETARY RIGHTS AND**

**INFORMATION:** Title and full ownership rights in Product remain with Licensor. The provisions of Article 8 shall survive the termination of this Agreement. The Licensee acknowledges and agrees that each Product to be licensed by Licensee pursuant to this Agreement is the sole property of Licensor and that Licensee shall obtain no interest of any kind in any of them by or through this Agreement. The Licensee acknowledges that it has been advised by Licensor that the Product and related documentation is a valuable trade secret. Licensee agrees to preserve the confidential nature of these trade secrets by retaining and using the Product in trust and confidence, solely for its own internal use, permitting access to the Product only by those employees and contractors with a need to know, and by not permitting use of the Product by, or disclosure of information relating to the Product to, unauthorized persons. Licensee agrees to take the same steps in protecting Licensor's proprietary interests as it does with its own proprietary information. Licensee acknowledges that unauthorized use or disclosure of such trade secrets will cause irreparable harm to Licensor. Licensee is precluded from modifying, reverse engineering, disassembling, decompiling or using the Product to develop any product which is competitive to the Product provided to Licensee by Licensor. Licensor agrees to take the same actions regarding any information which it receives from Licensee, and which had been previously designated in writing by Licensee, as being proprietary to Licensee.

**ARTICLE 9. PAYMENT AND LICENSE TYPES:** Upon the execution of the License Agreement and any Product Schedule(s) and Licensor's acceptance thereof, Licensee shall pay to Licensor the charges designated in the Product Schedule(s), and shipping or handling charges. Charges are due upon receipt of invoice. The license to use the Product may be a CPU License, Site License, Enterprise License, MIPS License, User License, Outsourcing License, Annual License or Monthly License, as designated in each Product Schedule. (a) Upon payment of the CPU License fee as specified in the Product Schedule(s), Licensee shall have the right to use the Product on the specified Designated CPU located at designated location, up to the MIPS capacity cap ("Total MIPS") as designated in each Product Schedule; (b) Upon payment of a Site License fee as specified in the Product Schedule(s), Licensee shall have a right to use the Product on any CPU located at Designated Location, up to the Total MIPS as designated in each Product Schedule; (c) Upon payment of an Enterprise License fee as specified in the Product Schedule(s) Licensee shall have the right to use the Product on any CPU located at the designated location(s), up to the Total MIPS as designated in each Product Schedule; (d) Upon payment of a MIPS License fee as specified in the Product Schedule(s) Licensee shall have the right to use the Product on any CPU located at designated location, up to the Total MIPS as designated in each Product Schedule; (e) Upon payment of a User License fee as specified in the Product Schedule(s), Licensee shall have the right to have the identified, authorized users only of the Product on the identified, authorized Designated CPU located at Designated Location, up to the MIPS capacity cap ("Total MIPS") as designated in each Product Schedule; (f) Upon payment of an Outsourcing License fee as specified in the Product Schedule(s),

Licensee shall use the Product on the specified designated CPU located at designated location, up to the Total MIPS on behalf of a designated third party as listed on the product schedule; (g) Upon payment of an annual License fee as specified in the Product Schedule(s), Licensee shall have the right to use the Product for a calendar year on the specified Designated CPU located at Designated Location as designated in each Product Schedule. The Licensee commits to paying the specified one time annual fee, or twelve (12) monthly charges as described in the Product Schedule(s). Licensee must give Licensor written notice of Licensee's intent to terminate at least ninety (90) days prior to the end of the Initial Term, or if the Initial Term has ended, the anniversary date or the License automatically renews for an additional annual term at the then current charge for the Product; or (h) A monthly License is a License to use the Product for a calendar month on the specified Designated CPU. The Licensee commits to paying the specified monthly charge as described in the Product Schedule(s). Licensee must give Licensor written notice of Licensee's intent to terminate at least thirty (30) days in advance or the License automatically renews for an additional month at the then current Monthly Charge for the Product. Notwithstanding any other provision herein or the type of License – CPU, Site, User, MIPS, Enterprise, Perpetual, Outsourcing, Annual, or Monthly – the life expectancy of the Product shall not exceed more than three (3) years.

**ARTICLE 10. CONVERSION FROM ANNUAL OR MONTHLY LICENSE TO A CPU LICENSE:** Licensee, at its option and at any time after the execution of an Annual License or Monthly License Product Schedule, may convert to a CPU License. The CPU License charge will be the then current market price of the Product less any accumulated Monthly Charge Credits. A Monthly Charge Credit is equal to fifty percent (50%) of the prior year's Monthly Charges, actually paid, for the specified Product provided that the Monthly Charge Credit does not exceed an amount equal to fifty percent (50%) of the CPU License charge at the time of the conversion of the Product.

**ARTICLE 11. SUPPORT, MAINTENANCE AND ENHANCEMENTS:** If Licensee is current in the payment of all License and all Support, Maintenance and Enhancement charges (hereinafter, Maintenance), the Licensee shall be considered to be participating in the Maintenance Plan and Licensor shall; (a) supply corrections to Licensee to bring Product into conformity with the operating specifications for the most current version of the Product unless such non-conformance shall have been caused by Licensee's modification(s) of the Product or unless in Licensor's sole determination Licensee's modification(s) prohibits or hampers such corrections. If the Licensee fails to install and use any corrections within one year of the date on which it was made available to the Licensee, Licensor may on notice withdraw Maintenance from the version of the Product which the corrections were intended to replace. Maintenance will be resumed at such time as the corrections is installed; (b) supply telephone support and applicable Authorization Code to Licensee for the duration of the pre-paid maintenance period in order to help Licensee locate and, on its own, correct problems with the Product or assist in installation or operation of the Product; and (c) to replace the Product at no additional charge, except for shipping and handling, if the media becomes damaged or is destroyed to such an extent that the Product becomes unusable. Licensor shall have the right to apply additional charges for any additional effort required to provide programming consultation resulting from Licensee's use of a non-current and/or unaltered release of the Product(s). The charge for Licensor's Maintenance and participation in the Maintenance Plan is included in the Annual License and Monthly License fee and under the CPU License, Site License, Enterprise License and MIPS License, Outsourcing License, shall be due as follows: following the Effective Date of License as shown in the Product Schedule(s), (unless the

Licensee has prepaid for a Maintenance extended term) sixty (60) days prior to the anniversary date of the License, Licensor shall bill Licensee the then current charge for the next twelve (12) months of Maintenance. Licensee agrees to pay the Maintenance Charge prior to thirty (30) days of the anniversary date of the License, or applicable late charges and penalties will accrue. Licensor reserves the right to change its charge for Maintenance at any time provided that the Maintenance Charge does not exceed the amount regularly charged by Licensor to other licensed users of the Product. Shipping and handling charges shall be itemized and may be billed separately. The above mentioned Maintenance does not include: Maintenance outside the regular working hours; Maintenance for a Product acquired by the Licensee which is not operated according to the conditions required by Licensor, or on data processing devices other than specified by Licensor as a condition for the use of the Product acquired by the Licensee; Maintenance for a Product which the Licensee or any third person has modified by programming or other changes; Maintenance for portions which are not part of the original version of the Product acquired by the Licensee; Maintenance for a Product the functioning of which depends directly and/or indirectly on the Product licensed by the Licensee under this Agreement, unless Licensor and the Licensee entered into a written maintenance agreement for such other product, too; installation of Product or parts of the Product (in particular Maintenance releases), including updates and upgrades.

**ARTICLE 12. CANCELLATION AND REINSTATEMENT OF MAINTENANCE:** Either party may cancel the License Agreement and/or Maintenance Plan by giving prior written notice of such cancellation to the other party at least ninety (90) days before the end of the Initial Term, or if the Initial Term has been completed, the anniversary of the effective date of the License. Save and except for those obligations identified in Article 8, in the event that either party cancels the License Agreement and/or Maintenance Plan, any and all further obligations by and between the parties arising from this Agreement shall be terminated, including but not limited to any further obligations to provide Maintenance. Notwithstanding the termination of said obligations, Licensee will continue to be obligated to pay any outstanding accounts and/or invoices that had vested at the time of cancellation. In the event of cancellation by either party, Licensee agrees to return to Licensor the Products supplied to Licensee and to destroy or delete all copies of the Product(s), including but not limited to any Licensor supplied information, computer readable material, back-up or archival information and documentation. Licensee will verify this action to Licensor within ten (10) days of termination. Subject to Licensor's approval, Licensee may re-enrol in the Maintenance Plan by paying a Reinstatement Fee to Licensor equal to one-third (1/3) of the then current charge for Annual Maintenance multiplied by the number of months or any fractional months during which Licensee was not enrolled in the Maintenance Plan or thirty thousand dollars (\$30,000), whichever is greater. In addition, Licensee must pay the annual charge for Maintenance for the next five (5) years in advance.

**ARTICLE 13. LIMITATION OF LIABILITY:** Licensor shall in no event be liable for loss of profits, loss of goodwill, lost computer time, destruction, damage or loss of data, or any other indirect, special, or consequential damage suffered by Licensee. Licensor's liability for direct damage to Licensee, resulting from the use of the Product shall not exceed the initial amount paid by the Licensee to license the use of the Product.

**ARTICLE 14. TAXES:** Taxes, with the exception of franchise taxes and taxes based upon the net income of Licensor, imposed by government agencies, whether based upon the Product, its use, or this Agreement, are the additional obligation of the Licensee.

**ARTICLE 15. LIMITED WARRANTY:** Licensor warrants that the

Product licensed hereunder will perform in substantial accordance with the specifications and descriptions contained in the current production documentation as of the acceptance of any Product Schedule for a Product. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT TO THIS AGREEMENT OR ANY PRODUCT PROVIDED TO LICENSEE BY LICENSOR.** No employee, affiliate, agent or representative of Licensor has authority to bind Licensor by any oral representations or warranty concerning the Product. Any written representation or warranty not expressly contained in this Agreement or Product Schedule(s) shall not be enforceable. Licensor shall not be liable if a failure to meet the warranty above is caused by: software other than the Products running on the Designated CPU without the agreement of Licensor; or modifications or customizations made by or on behalf of the Licensee to the Product without the authorization of Licensor; or the Product not at all times being subject to proper and normal conditions of use in accordance with Licensor's recommendations; or any defects which arise wholly or partly as a result of negligence or accident or improper handling, installation or interconnection by any person or any other cause outside of the control of Licensor.

**ARTICLE 16. INDEMNIFICATION FOR INFRINGEMENT:**

Licensor maintains that the Product furnished by Licensor will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. Licensor will defend, at its own expense, any claim by a third party against Licensee asserting or involving a patent, copyright, trade secret or proprietary right violation which concerns any Product used within the scope of the License acquired by Licensee hereunder. Licensor shall indemnify Licensee against any settlements related to such claim or damages finally awarded against Licensee as a result of such claim. However, Licensor must be notified by Licensee in writing within fifteen (15) days after Licensee first receives written notice of any such claim, action or allegation of infringement. Licensor may, at its sole election and expense: (a) procure for Licensee the right to continue using the Product; or (b) replace or modify the Product so that it becomes non-infringing, but only if the modification or replacement does not adversely affect the specifications for the Product or its use by Licensee; or (c) if neither (a) nor (b) above is practical, remove the Product from Licensee's CPU. In the event that Licensee holds a CPU License, Site License, Enterprise License or MIPS License, Licensor shall issue to Licensee a credit equal to: (i) the amount paid for the initial License; less (ii) the then current Monthly License charge for the Product times the number of months that the Product has been installed. Thereafter, Licensor and Licensee shall be released from any further obligation to the other under the applicable License, except for obligations relating to the treatment, by either Party, of the confidential or proprietary information of the other Party.

**ARTICLE 17. DEFAULT:** The Licensee shall be in default of this Agreement if (a) it fails to pay an amount due hereunder within thirty (30) days after such payment was due; (b) it violates the provision recited above to preserve the secrecy of the Product and prevent its unauthorized use; or (c) a petition alleging insolvency is filed by or against the Licensee, or a receiver is appointed for any part of the Licensee's business, or its assets are assigned for the benefit of the creditors.

**ARTICLE 18. TRIAL OF PRODUCT:** At any time, and from time to time, Licensee may accept copies of Licensor's Product for trial use without the execution of a Product Schedule hereunder. By accepting such trial Product, Licensee accepts the Product "AS IS" and WAIVES ALL EXPRESS AND IMPLIED WARRANTIES during the trial

period. Licensee shall be under no obligation regarding the Product during the trial period, except to exercise the duties specified in Article 8 hereof regarding the protection of proprietary information. The trial period may be cancelled by either Party upon five (5) days prior written notice to the other. Upon termination, the Licensee shall either: execute a Product Schedule; or return to Licensor the Product and all supporting documentation and material certifying that any and all copies of the Product have been removed from any CPU on which they were installed and that all copies have been destroyed on all manner of recording media.

**ARTICLE 19. EXPORT RESTRICTIONS:** Licensee shall not export or re-export the Product without the written consent of Licensor and/or without the appropriate United States and/or foreign government license(s).

**ARTICLE 20. FORCE MAJEURE:** Licensor shall not be liable for delays in the performance of its obligations hereunder due to causes beyond its reasonable control, including but not limited to, Acts of God, government orders or requirements, wars, fire, flood, explosion, failure of a third party or civil commotion or industrial dispute, other natural calamity or inability to obtain labour or materials.

**ARTICLE 21. THIRD PARTY RIGHTS:** A person who is not a party to the Agreement has no right under the Contracts rights of third party.

**ARTICLE 22. NOTICES:** All notices which are required to be given under the Agreement shall be in writing and shall be sent to the address of the recipient set out in the Schedule or such other as the recipient may from time to time designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered personally or sent by facsimile or first class pre-paid post and shall be deemed to have been served if by hand when delivered; if by facsimile on the next business day provided an answer-back response has been received; and if by post within 48 hours.

**ARTICLE 23. MISCELLANEOUS:** This Agreement supplemented by the provision on the Product Schedule(s) required by the Agreement and issued pursuant to this Agreement, sets forth the entire agreement and understanding between the Parties, contains all the understandings, inducements, promises and representations between the Parties relating to the matters referred to herein, and merges and supersedes all prior agreements, commitments, arrangements, representations, writings and discussions between them, whether written or oral. Except for the address change procedure described in this Article, this Agreement may not be modified or amended except by a written supplement or Product Schedule, duly executed by each of the Parties. Licensee authorizes Licensor to use its name in any advertising or promotion of the Product licensed under this Agreement. Any notice to either Party shall be deemed to have been duly given if delivered personally or mailed by registered or certified mail receipt return requested, to the addresses of the Parties written below. However, either of the Parties may, from time to time, give notice in accordance with this provision of some other address to which notices shall be sent, in which event notices to such Parties subsequently shall be sent to the address specified. This Agreement shall be construed, adjudicated and enforced in accordance with the laws of the State of California in the United States of America. The legal relations between the parties shall be governed by the laws of the State of California, regardless of the choice of law provisions of California or other jurisdiction, and all matters arising from this Agreement are to be adjudicated in state or federal court located in Los Angeles County, California. In the event of any dispute or controversy arising out of this Agreement, the prevailing party shall be entitled to reimbursement of its enforcement costs, including court and arbitration costs and attorneys' fees and expert witnesses' fees and costs, if any. Licensee agrees to pay a late charge of three percent (3%) of the invoice balance per month on all payments not made in full within thirty (30) days of the date of invoice. Each provision of this Agreement or part thereof shall be severable. If, for

any reason, any such provision or part thereof is finally determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation of or affect the remaining provisions of this Agreement, and such remaining provisions will continue to be given full force and effect and continue to bind the Parties.

The respective rights and remedies of each Party are cumulative, and no exercise or enforcement by either Party of any right or remedy hereunder shall preclude the exercise or enforcement by such Party of any other right or remedy hereunder, or which such Party is entitled by law to enforce. Each Party may waive any obligation of or restriction upon the other Party under this Agreement only in writing. No failure, refusal, neglect, delay, waiver, forbearance or omission of either Party to exercise any right under

this Agreement or to insist upon full compliance by the other with its obligations hereunder shall constitute a waiver of any provision of this Agreement. The headings appearing at the beginning of each section of this Agreement are for convenience only and shall not in any way affect the meaning or interpretation of this Agreement. The recitals shall be deemed to be part of this Agreement. At any time, a Product Schedule may be incorporated into this Agreement by the Licensor as agreed upon by both parties. A fully executed Product Schedule shall be considered part of this Agreement. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed on their behalf effective from the Commencement Date.

**ACCEPTED BY LICENSOR:**

UNICOM Systems, Inc.  
UNICOM Plaza, Suite 310  
15535 San Fernando Mission Blvd  
Mission Hills, CA 91345

**By:** \_\_\_\_\_  
*Corry S. Hong/President & CEO*

**Date:** *March 10, 2011*

**ACCEPTED BY LICENSEE:**

Lexington-Fayette Urban County Government  
200 E. Main Street  
Lexington, KY 40507

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **PRODUCT SCHEDULE**

1. PRODUCT NAME(S): DATABACK/VSE, LOGOUT/VSE-Base, TUBES/VM-Base, TUBES/VM-Demo, TUBES/VM-Spy, TUBES/VM-MVS VM-VTAM Link, VTAMPRINT/VSE-Base, VTAMPRINT/VSE-VM Print Transfer z/VSE
2. OPERATING SYSTEMS: CPU License
3. TYPE OF LICENSE: March 10, 2011
4. EFFECTIVE DATE OF LICENSE (ANNIVERSARY): If licensed and paid on or before 4/10/2011: No additional license fee
5. CHARGE FOR THE LICENSE: Group 100
6. CPU GROUP(S): IBM2086-A04-260 s/n 04EC6B
7. CPU MODEL(S) AND TYPE(S): IBM2086-A04-260 s/n 04EC6B
8. DESIGNATED CPU(S): 406 MIPS
9. TOTAL MIPS: Lexington-Fayette Urban County Government
10. LOCATION OF THE DESIGNATED CPU(S): 200 E. Main Street  
Lexington, KY 40507
11. AUTHORIZED USERS: n/a
12. ANNUAL MAINTENANCE CHARGE: Commencing June 28, 2011: the then current maintenance fee  
Annual maintenance is for a non-cancelable three-year maintenance term, billed annually, starting June 28, 2011. Annual maintenance will not increase for the duration of the three-year term on applicable CPU.  
Licensee may only terminate the non-cancelable three-year term if the County Government does not approve funding for the maintenance term.  
Licensee agrees to become a beta/reference site
13. REMARKS:

The Product License Agreement (agreement number GA101) and this Product Schedule and any other Product Schedule(s) contain the entire understanding and understandings, oral or written, relating to the terms and conditions described in the Product License Agreement.

IN WITNESS THEREOF, the Parties have caused this Product Schedule to be duly executed on their behalf effective from the date set forth below.

### **ACCEPTED BY LICENSOR:**

UNICOM Systems, Inc.  
UNICOM Plaza, Suite 310  
15535 San Fernando Mission Blvd  
Mission Hills, CA 91345

By: \_\_\_\_\_  
*Corry S. Hong/President & CEO*

Date: March 10, 2011

### **ACCEPTED BY LICENSEE:**

Lexington-Fayette Urban County Government  
200 E. Main Street  
Lexington, KY 40507

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_