

FATPOT TECHNOLOGIES, LLC

Software License Agreement

**Lexington-Fayette Urban County Government
Division of Fire and Emergency Services**

And

FATPOT Technologies, LLC

April 13, 2011

FATPOT Software License Agreement

This agreement (hereinafter Agreement) is made this 13th day of April, by and between FATPOT Technologies, LLC., a Utah company, located at 655 E. Medical Drive, Suite 100, Bountiful, Utah, 84010, (hereinafter FATPOT), and Lexington-Fayette Urban County Government, Division of Fire and Emergency Services, located at 219 East Third Street, Lexington, Kentucky 40508 (hereinafter "Licensee").

Recitals:

WHEREAS, FATPOT designs, develops, configures, licenses, and sells computer software programs ("Software"), and is willing to license said Software to the Licensee for use and benefit of the Licensee; and

WHEREAS, Licensee desires to procure license for use of the Software for the Licensee's current and future information management systems;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter set forth, FATPOT, its successors assigns, and the Licensee hereby wish to establish mutually agreeable terms and conditions as follows:

Contract Documents:

The license and the services to be provided hereunder shall be governed by the terms and provisions of this Agreement, all Schedules and Exhibits to this Agreement, and the respective provisions and representations contained in the following documents, which are incorporated herein by reference, and which together with the terms of this Agreement comprise the "Contract Documents":

- No other documents included in this Agreement

In case of conflict between this Agreement and other contract documents, this Agreement shall supersede and govern.

SECTION 1: DEFINITIONS.

When used herein, the following terms whether plural or singular, shall have the meaning set forth below:

- 1.1 "Licensee" shall mean the specific entity contracted in this Agreement with FATPOT.
- 1.2 "Development" shall mean the creation of computer based, information management programs and devices developed, designed, created, licensed, or sold by FATPOT and licensed to the Licensee pursuant to this Agreement.
- 1.3 "Implementation" shall mean the point in time when the Software has been received by the Licensee, and properly installed and meets current requirements for the Licensee, as outlined in Schedule B, and has been inspected, installed and functions on the Licensee' network. Orientation shall be completed and the Licensee representatives shall be adequately trained as outlined in Schedule B in the use of the Software. Installation will be deemed complete upon Final Acceptance by Licensee.

software, deliverables or other data or information obtained from FATPOT (collectively "Products") delivered to Licensee by FATPOT hereunder, and all other information relating to the design, development, configuration, use, installation, operation, and maintenance of the Software constitute confidential and proprietary information of FATPOT (hereafter Confidential Information). Licensee shall not duplicate, use other than in accordance with these terms and conditions, or disclose to any third party, any Confidential Information without the prior written consent of FATPOT. Licensee shall have no right to sublicense, transfer, or sell FATPOT Confidential Information to any third party. Moreover, such Confidential Information shall be used by Licensee only for the purpose specified in the Contract Documents. This paragraph applies whether such Confidential Information is delivered to Licensee orally or in tangible form and without regard to whether it has been identified or marked as Confidential Information.

- 2.4 Scope of License. The Software shall be used only for the processing of the Licensee's own business, and not for any other agency, department, or jurisdiction except as may be specified in the "Statement of Work" section of Schedule B. Licensee may make copies of the Software for test instances, productions instances, back-up purposes and disaster recovery purposes.
- 2.5 Programming Language. The Software is written in specific programming languages, for use with specific operating systems, and to be used on recommended hardware platforms. FATPOT shall not be responsible for the performance of the Software when used with any operating system or hardware which differs in any way from that approved by FATPOT.
- 2.6 Licensee Property. If included in Schedule C herein, all hardware or equipment purchased by the Licensee in connection herewith shall be the sole and exclusive property and responsibility of the Licensee.
- 2.7 Delivery. The Software shall be delivered and Implemented as listed in Schedule B. FATPOT shall arrange and be responsible for the delivery and condition of the Software to the installation site(s) designated by the Licensee.
- 2.8 Payment for Software, Training, and Implementation Services.
- (a) Payment Terms. The Licensee shall pay FATPOT the Fixed Contract Price which is more fully set forth in Schedule C. Payments for each milestone shall not be due and payable unless and until each milestone is completed and preliminarily approved by the Licensee. The Fixed Contract Price, payment milestones, and annual maintenance and support are payable as set forth in Schedule C.
 - (b) Freight and Taxes. Any applicable freight or taxes shall be paid by FATPOT.
 - (c) Labor. The total amount paid by the Licensee for Implementation services, in accordance with Schedule C, shall not exceed the amount specified for the services in Schedule C, unless additional services other than those services originally specified in this Agreement are performed by FATPOT at the written request of the Licensee.
- 2.9 Fixed Pricing. At any time during the thirty (30) days following the date of this Agreement, FATPOT agrees to sell additional licenses to the Software to Licensee at the prices set forth in Schedule C. Payment terms will be negotiated at the time additional licenses are purchased. Any

shall a "reasonable period of time" as used in this section be more than thirty (30) business days. Priority B deficiencies will be repaired or replaced in the timeframe as set forth in the Support Agreement for Priority B deficiencies.

FATPOT warrants it is a limited liability company in good standing under the laws of the State of Utah, is authorized to enter into this Agreement, and that the person signing this Agreement has the power and authority to bind FATPOT. FATPOT warrants that it has the right to license the Software and to customize, install, and implement the Software and to perform all services as set forth in this Agreement. FATPOT warrants that the Software will not infringe upon any copyright, patent, trade secret or other intellectual property, proprietary, or ownership interest or legal rights of any third party.

- 3.2 Warranty Exclusions. The warranties provided by FATPOT under this Agreement do not include the following services, unless otherwise agreed to in an amendment to this Agreement signed by the Licensee and FATPOT.
- a) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities prescribed by the applicable FATPOT installation manual.
 - b) Repair of damage or increase in service time caused by use of the Software for purposes other than those for which the Software was designed; or for neglect or misuse of the Software or Software environment by the Licensee.
 - c) Repair of FATPOT software bugs, failures, or anomalies resulting from changes in hardware, software, or system configurations of Licensee system running FATPOT software, including
 - (i) Operating system updates with the exception of critical security patches.
 - (ii) Software patches of vendor's software other than FATPOT's Software
 - (iii) Hardware-firmware and/or hardware-software upgrades or updates.
 - d) Repair of damage caused by accident and/or disaster, which includes, but is not limited to: fire, flood, water, wind, lightning, transportation difficulties beyond the control of the parties, or force majeure.
 - e) Repair of damage or replacement of parts caused by sabotage, neglect, or purposeful misuse.
 - f) Inspection of altered equipment, repair of damage, or increase in service time caused by alterations not authorized by FATPOT, which alterations include, but are not limited to, any deviation from FATPOT Software, computer environment, or Software design as provided

alleging infringement that arise by reason of the combination of FATPOT's Software with any items not supplied by FATPOT.

- 5.3 Support Service. FATPOT warrants that the Software is eligible for support serviced under FATPOT's standard Maintenance Agreement as outlined in Schedule D. The fee(s) for maintenance and support service shall be as defined in Schedule C. The Maintenance Agreement and the maintenance period shall commence one year from the date of this Agreement.
- 5.4 Compliance with Laws and Regulations. FATPOT shall comply with current Software regulations and provisions with its Software in the design, manufacture, sales, pricing and delivery of the Software, including all laws prohibiting discrimination in employment to the extent that such laws pertain to FATPOT.
- 5.5 Term and Termination.
- (a) Term. This Agreement shall become effective upon execution of this Agreement by and between FATPOT and the Licensee and shall be in full force and effect in accordance with and subject to the terms hereof unless and until terminated.
- (b) Termination for Cause. In the event either party breaches or fails to observe or perform any provisions of this Agreement, and if such default is not cured within thirty (30) days after the non-defaulting party gives the defaulting party written notice thereof, the party not in default may terminate this Agreement upon written notification to the defaulting party. In the event the Licensee terminates this Agreement for cause, Licensee may pursue any rights or remedies available to it, including the option of completing by itself or by contracting with other sources, the services, software, and equipment to be provided under this Agreement on terms and conditions the Licensee deems appropriate.
- (c) Right to Data Upon Termination. Licensee shall maintain ownership and all right, title, and custody to and of the data accumulated by its use of the Software ("Licensee Data") and all access, right, title, custody, and ownership of and to Licensee Data shall remain in Licensee upon termination of this agreement. Upon termination of this Agreement, FATPOT shall cease any use of Licensee Data and all other records, data, and information belonging to Licensee, and shall return to Licensee any and all Licensee Data and any other Licensee records, data, and information and shall erase, delete, or destroy all Licensee Data and any other Licensee records, data, and information. FATPOT shall not retain any copies of Licensee Data or any other Licensee records, data, and information. Upon request, FATPOT shall provide to Licensee written certification of such destruction. These restrictions on use of Licensee Data or any other Licensee records, data, and information and FATPOT's obligations under this section shall survive the termination of this Agreement. FATPOT shall not copy, transfer, assign, or release any Licensee Data without Licensee's express written consent.

6.8 Export Compliance Assurance. Licensee acknowledges that all FATPOT Products are subject to the United States (U.S.) Government export control laws accordingly their use, export and re-export may be restricted or prohibited. Government restrictions are implemented principally through the Export Administration Regulations ("EAR", 15 C.F.R. §§ 730 et seq., available at <http://www.bis.doc.gov/>) administered by Department of Commerce, Bureau of Industry and Security, the International Traffic in Arms Regulations ("ITAR", 22 C.F.R. §§ 120 et seq., available at <http://pmddtc.state.gov/>) administered by the Department of State, Directorate of Defense Trade Controls, and the Foreign Asset Control Regulations administered by the Department of Treasury, Office of Foreign Assets Control ("OFAC", 30 C.F.R. §§ 500 et. seq., available at <http://www.treas.gov/offices/enforcement/ofac/>). Licensee, therefore, agrees that neither it nor its subsidiaries or affiliates will directly or indirectly export, re-export, transfer, or release, or cause to be exported or re-exported (herein referred to as "export"), any such Products or any direct Product thereof to any destination or entity prohibited or restricted under U.S. law including but not limited to Government embargoed or sanctioned countries or entities, unless it shall obtain prior to export an authorization from the applicable Government agency either in writing or as provided by applicable regulation. The Government maintains embargoes or sanctions against the countries listed in the EAR, Country Groups E:1/2 to Part 740, Supplement 1. The current list of embargoed or sanctioned countries consists of Cuba, Iran, North Korea, Sudan, and Syria. This list is amended by the Government from time to time and all such amendments shall be applicable to this Agreement. To the extent such Products are subject to National Security controls, Licensee also agrees that, unless authorized by U.S. law (either by regulation, specific written authorization, or qualification for an applicable license exception, such as License Exception ENC), it shall not knowingly export, directly or indirectly, any of the Products, or the direct product thereof, to any country or nationals thereof listed in Country Group D:1 in Supplement No. 1 to Part 740 of the EAR, as the same may be amended from time to time. Unless otherwise authorized by U.S. export control laws or by applicable authorization from the proper Government agency, the Licensee further agrees that no Products received from FATPOT will be directly or indirectly employed in missile technology, sensitive nuclear, or chemical biological weapons end uses or in any manner transferred to any party for any such end use. Furthermore, Licensee agrees not to export Products listed in EAR Supplement No. 2 to Part 744 for military end-uses in the People's Republic of China as defined in the EAR Part 744.21. Licensee also agrees to comply with all trade laws applicable in other country jurisdictions as they pertain to import, use, export or distribution. The terms of this Export Compliance Assurance shall survive and continue in effect upon termination of these terms and conditions.

Licensee acknowledges that other country jurisdictions may have trade laws as they pertain to import, use, export, or distribution of Items that are the responsibility of the Licensee.

Schedule A – Purchased Software / Purchased Training

Software Description

The Software products listed below under Application Software are included in the Fixed Contract Price as set forth in Schedule C.

FATPOT Mobile Client Application Software

FATPOT Mobile Client Application Software includes the technology modules listed below.

- Mobile Software License – unlimited units
- Messaging Module
- Dispatch Module
- Advanced Mapping Module

FATPOT Peer Intelligence Platform and Interfaces

FATPOT Peer Intelligence Platform and interface software includes the products listed below.

- Limited Peer Intelligence Platform technology for data-sharing
- CADfusion technology with one “bi-directional” CADfusion interface into Astra CAD. Functionality delivered by this interface includes the following items:
 - Silent Dispatch Capability
 - Vehicle Recommendation Capability
- RMSfusion technology with one “read only” interface into New World CAD for pulling Licensee’s “prior run” history

Other FATPOT Technology

- Mapping Server
- GPS Client Service

Schedule C – Project Pricing

Information below outlines the fees set forth for the Software licensing, system implementation, training, and ongoing annual maintenance of the Software. The information below also summarizes the pricing and payment terms.

FATPOT Mobile Client Application Software

FATPOT Mobile Client Application Software includes the technology modules listed below.

- Mobile Software License – unlimited units for Lexington Division of Fire and Emergency Services only
- Messaging Module
- Dispatch Module
- Advanced Mapping Module

FATPOT Peer Intelligence Platform and Interfaces

FATPOT Peer Intelligence Platform and interface software includes the products listed below.

- Limited Peer Intelligence Platform technology for data-sharing
- CAD Fusion technology with one “bi-directional” CAD Fusion interface into Astra CAD. Functionality delivered by this interface includes the following items:
 - Silent Dispatch Capability
 - Vehicle Recommendation Capability
- RMS Fusion technology with one “read only” interface for pulling Licensee’s “prior run” history

Please Note:

The products listed above were previously installed and paid for by Licensee. This Agreement establishes annual maintenance charges for ongoing product support as described below.

Annual Maintenance Charges

Annual Maintenance Charges for 2011 are due and payable upon execution of this Agreement in the sum of \$30,000.

Ongoing annual maintenance charges for the next five years are shown below. These figures include a one percent cost of living increase per year. Payments are to be made each year on or before January 1st for the subsequent year.

1st contract renewal period	\$30,300
2nd contract renewal period	\$30,603
3rd contract renewal period	\$30,909
4th contract renewal period	\$31,218
5th contract renewal period	\$31,530

3. Term and Termination

(a) Term. This Maintenance Agreement shall commence upon Final Acceptance of Software and continue for an initial one (1) year period defined as the "Initial Term". The Initial Term constitutes the warranty period and will be included at no charge to Licensee. This Maintenance Agreement shall thereafter automatically renew for further terms of one (1) year unless otherwise terminated by either party giving to the other not less than thirty (30) days' written notice such termination prior to any anniversary of the commencement date of the Initial Term.

(b) Termination. This Maintenance Agreement shall terminate (i) immediately upon termination of Licensee's right to use the Software; (ii) upon thirty (30) days advance written notice if the other party has breached this Maintenance Agreement and has not cured such breach within such notice period; or (iii) upon non-renewal, whereby Licensee provides to FATPOT written notice of non-renewal and termination not less than thirty (30) days prior to any anniversary of the commencement date of the Initial Term.

In the event a party materially breaches any of the terms, conditions, warranties or representations set forth in this Maintenance Agreement, the other party may, at its option, notify the noncomplying party of its intention to terminate this Maintenance Agreement. The notice of the intended termination shall be written and shall specify the breaches, violations, and deficiencies that must be corrected. Except as provided elsewhere in this Maintenance Agreement, the noncomplying party shall have thirty (30) days from receipt of the notice to cure such breach. Should the noncomplying party fail to cure such breach, the other party shall then have the right to terminate this Maintenance Agreement for cause by giving written notice to the noncomplying party of such termination and specifying the effective date of such termination.

4. Warranty and Remedies

FATPOT warrants that all maintenance and support provided under this Maintenance Agreement shall be provided by qualified, trained individuals in a professional and workmanlike manner consistent with industry standards and in accordance with the terms, specifications, and requirements of this Maintenance Agreement and the Contract Documents. Further, FATPOT makes the warranties set forth in the warranty provisions of the FATPOT Software License Agreement, which are incorporated herein by this reference, provided that: (a) the Software has not been modified, changed, or altered by anyone other than FATPOT without prior consent of FATPOT; (b) the operating environment, including both hardware and systems software, meets FATPOT's recommended specifications; (c) the computer hardware is in good operational order and is installed in a suitable operating environment; (d) Licensee promptly notifies FATPOT of its need for service; (e) Licensee provides reasonable troubleshooting information and access so that FATPOT can identify and address problems; and (f) all fees due to FATPOT have been paid. EXCEPT AS EXPRESSLY STATED HEREIN, FATPOT MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THIS MAINTENANCE AGREEMENT, AND THE SERVICES TO BE PROVIDED UNDER IT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FATPOT OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN. All repairs or deficiencies noted by Licensee shall be reported to FATPOT and shall be repaired or replaced by FATPOT without any charge whatsoever to Licensee and within a reasonable period of time. In the event that FATPOT fails to repair or replace Priority A deficiencies within a reasonable time after notification, Licensee may treat such failure as a breach of this Maintenance Agreement and the Licensee may pursue its remedies under this Agreement and the law. In

to this Maintenance Agreement. This Maintenance Agreement may not be modified or altered except by a written instrument duly executed by both parties.

(b) This Maintenance Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Utah without regard to its conflict of laws rules.

(c) If any provision of this Maintenance Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(d) Neither party may subcontract, assign, or transfer its rights, duties or obligations under this Maintenance Agreement to any person or entity, in whole or in part, without the prior written consent of the other party.

(e) The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

(f) The FATPOT Support Agreement attached hereto is a part of and is hereby incorporated in this Maintenance Agreement.

Fee Assessment Table

Service Description	Annual Cost	Hourly Cost	Term
Level 2 Support – Business Hours	Included	Included	
Level 2 Support – 24 Hour Coverage	Included	Included	
Level 3 Support Telephone	Included	Included	As needed
Level 3 Support - On-site Engineer	Included	Included	As needed

Licensee shall pay the cost of Level 3 Telephone or On-Site support if it is determined that the support problems were the result of Licensee induced system corruption or alteration to Licensed Software. In such event, FATPOT shall provided support under this Agreement at the hourly rate of \$150 per hour or daily rate of \$1,200 per day plus expenses.

Hotline Support for contacting FATPOT

FATPOT will provide the following communication mechanisms for Licensee to use when seeking support as defined above:

(a) Telephone Support. FATPOT shall maintain a telephone hotline during regular business hours (7:30 AM to 5:30 PM Monday-Friday MST) to assist Licensee in reporting errors and in providing Level 2 Support in the use and operation of the Software.

(b) 24 Hour Telephone Support. FATPOT shall maintain a 24 hour/ seven days/ week telephone service point to assist Licensee in reporting errors and in providing Level 2 first-line support in the repair and operation of the Software.

(c) Online Ticket Submission / Community Website and Help System / Internet Email. FATPOT shall maintain an ongoing online ticketing / bug reporting system which will allow immediate logging of software issues and feature requests. FATPOT will also maintain an email system for the express purpose of providing contracted Level 2 Support. This email address is also managed by "trouble ticket" software which tracks problem progress on an incident by incident basis in order to ensure a timely turn-around for Licensee.

Limitations on Hot-line support

Licensee agrees that its point of contact for maintenance and support of the Software will be to follow the Levels 1-3 protocol as outlined above, and that the Licensee will be limited to 12 designated employees of Licensee at any one time, who will act as support liaisons between FATPOT and Licensee, and that hotline support services for the Software subject to this Support Agreement will be available to Licensee through electronic mail communication or by telephone.

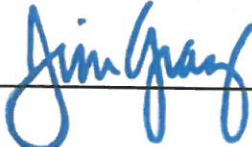
LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS MAINTENANCE AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

WHEREFORE, the parties have caused this Maintenance Agreement to be executed by their duly authorized representatives.

Licensee

FATPOT Technologies, LLC

Signature



Jim Gray

Signature



Erik B. Cooley

Printed Name

Mayor

Printed Name

Chief Operating Officer

Title

Title

Date

6-1-2011

Date

April 13, 2011