

SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License and Support Agreement ("Agreement") is made and entered into as of this 6th day of February, 2008 ("Effective Date") between **Idea Integration Corp.** ("Idea"), a Florida corporation located at One Independent Drive, Suite 2500, Jacksonville, FL 32202 and **Polk County, a political subdivision of the State of Florida, by and through its Board of County Commissioners** ("Company"), located at 330 W. Church Street, Bartow, Florida 33830

1. General. **Schedule A** and **Schedule B** attached hereto are hereby incorporated into this Agreement by this reference as if set forth in full.

2. Defined Terms. For the purposes of this Agreement and **Schedule A**, and in addition to any other terms defined in this Agreement, the following terms shall have the following meanings:

(a) "Affiliates" means, when used with reference to a specified Person, any Person that directly or indirectly controls or is controlled by or under common control with the specified Person. For the purposes of this definition, "control" (including with correlative meanings, the terms "controlling", "controlled by", and "under common control with") as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities or by contract or otherwise.

(b) "Agenda Software" means the executable code version of the software program known as the "**e|agenda**", including, as applicable, any Updates.

(c) "CPU" means a central processing unit. For the avoidance of doubt, if a single server (i.e. computer) contains two (2) CPUs, then for purposes of this definition, such server is considered to have two (2) CPUs.

(d) "Documentation" means the end user documentation of the Agenda Software provided by Idea to Company from time to time.

(e) "Fees" means all license fees, support fees, training fees, and all other fees payable to Idea in accordance with the terms and conditions of this Agreement, other than expenses, that are identified on **Schedule A**.

(f) "New Release" means a new version of the Agenda Software which Idea may release from time to time during the term of this Agreement and which Idea designates as a New Release. New Releases are designated in the first number of the release numbering scheme (e.g., 1.x, 2.x, 3.x).

(g) "Person" means any individual, corporation, company, partnership, limited liability company, trust, incorporated or unincorporated association, joint venture, governmental entity or other legal entity of any kind.

(h) "Products" means the Agenda Software and Documentation.

(i) "Services" means the services provided by Idea to Company under this Agreement.

(j) "Updates" means commercially available program updates of the Agenda Software containing enhancements, modifications, improvements, fixes and/or patches, provided by Idea to Company from time to time during the term of this Agreement.

(k) "User" means an end user of the Agenda Software who will receive a username and password issued by Company to enable access to the Agenda Software by a single individual person.

3. Warranties.

3.1. Idea warrants that Idea owns or has acquired rights to all proprietary interests in the Products necessary to grant the licenses and rights set forth in this Agreement.

3.2. Idea warrants that for a period of ninety (90) days after the first delivery of the Agenda Software to Company, the Agenda Software shall operate substantially in conformance with its Documentation. During such period, and as the sole obligation under the warranty provided in this **Section 3.2**, Idea will use commercially

reasonable efforts to correct any substantial nonconformity in the performance of a material function in the Agenda Software, provided such nonconformity is verifiable and reproducible ("Error"). In the event that Company detects an Error, Company shall promptly provide Idea with notice of such Error. Within ten (10) days of Idea's verification and reproduction of the Error, Idea shall initiate work in a diligent manner toward development of a software modification or addition that, when made or added to the Agenda Software establishes substantial conformity of such software to the applicable Documentation, or a procedure or routine that, when included in the regular operation of the Agenda Software eliminates the practical adverse effect on Company of such non-conformity ("Error Correction"). Upon delivery of an Error Correction to Company, such Error Correction shall be considered to be a part of the Agenda Software and subject to the terms and conditions of this Agreement. Idea shall not be responsible for correcting errors resulting from the misuse, negligence, revision, modification, or improper use by Company or any other person or entity of the Agenda Software or any portion thereof. Idea does not warrant that operation of the Agenda Software will be uninterrupted or error free.

4. License of Software. Idea hereby grants to Company and its Affiliates a perpetual (subject to **Section 14**), non-exclusive, non-transferable license:

(a) To install and use a copy of the Agenda Software in a production environment on any number of CPUs. For the avoidance of doubt the Agenda Software shall be deemed to be used in a production environment if Users are using applications developed through use of the Agenda Software;

(b) To make a reasonable number of copies of the Agenda Software for backup or archival purposes only, consistent with commercially reasonable backup and archive practices; and

(c) To use the Documentation for Company's internal use only in connection with such uses of the Agenda Software.

If at any time a Person ceases to be an Affiliate of Company, any license or right granted to such Person pursuant to this Agreement shall immediately terminate, and such Person shall discontinue use of the Agenda Software.

5. Training. In the event that Company desires training for use of the Products, Idea will provide such training, in its discretion, as mutually agreed upon by the parties. Any training will be provided to Company on a time and materials basis at Idea's then-current rate for such services.

6. Reservation of Rights. Idea reserves all rights not expressly granted herein. Except as expressly set forth in this Agreement, no express or implied license or right of any kind is granted to Company regarding the Products, including, but not limited to, any right to know, use, produce, receive, reproduce, sublicense, lease, distribute, transfer, transmit, market, sell, translate, modify, adapt, disassemble, decompile, or reverse engineer the Agenda Software or Documentation or create derivative works based on the Agenda Software or Documentation or any portions thereof, or obtain possession of any source code or other technical material relating to the Agenda Software. Company shall affix all proprietary notices affixed to the Agenda Software delivered to Company to all copies of all or any part of the Agenda Software.

7. Indemnification. Idea shall at its expense (a) defend, or at its option settle, any claim, demand, action, or legal proceeding asserted or brought by a third party against Company alleging that the Agenda Software infringes or misappropriates a copyright, trade secret, or U.S. patent ("Claim") and (b) pay any final judgment incurred against Company, resulting from any Claim. If the Agenda Software becomes, or in the opinion of Idea may become, the subject of a Claim, Idea may at its option: (i) procure for Company the right to use the Agenda Software free of any liability; (ii) replace or modify the Agenda Software to make it noninfringing, while retaining its material functionality; or (iii) if neither (i) nor (ii) are available after commercially reasonable efforts, terminate this Agreement and the licenses granted herein and refund to Company any License Fees (as defined below) amortized on a straight line, prorated basis based on a five (5) year useful life. The indemnification obligations set forth in this **Section 7** are conditioned upon (i) Company providing Idea prompt notice of any Claim upon which Company intends to base a claim of indemnification hereunder, (ii) Company permitting Idea to assume and to have sole control of the defense and settlement of the Claim, and (iii) Company providing reasonable assistance and cooperation to enable Idea to defend the Claim. Notwithstanding the foregoing, Idea shall have no obligation with respect to any action based on (i) the combination, operation or use of the Agenda Software with any other products or software not furnished by Idea where the Agenda Software otherwise would not itself be infringing; (ii) any modification, alteration or enhancement to the Agenda Software not provided by Idea, (iii) use of any older version of the Agenda Software when use of a newer version would have avoided the infringement, or (iv) use of the Agenda Software in breach of this Agreement. **THIS SECTION 7 SETS FORTH THE EXCLUSIVE REMEDY OF COMPANY AGAINST IDEA AND THE COMPLETE LIABILITY OF IDEA WITH RESPECT TO ANY CLAIM AND THE WARRANTY SET FORTH IN SECTION 3.1.**

8. Fees and Payment.

8.1 Company shall pay to Idea the license fees (the "License Fees") in the amounts set forth in **Schedule A**. Except as set forth in this Agreement, all License Fees are fully earned and non-refundable.

8.2 Company shall pay to Idea the support services fees (the "Support Fees"), if any, in the amounts set forth in **Schedule A**. Except as set forth in this Agreement, all Support Fees are fully earned and non-refundable. Support Fees shall be due and payable within thirty (30) days of each one-year anniversary of the Effective Date. Idea may increase the Support Fees for the Agenda Software by providing Company with sixty (60) days advance written notice.

8.3 All Fees are net amounts to be received by Idea, exclusive of all sales taxes, value added taxes, assessments, and similar taxes and duties. Notwithstanding the foregoing, Idea shall be responsible for the payment of all income taxes of Idea.

8.4 Fees and expenses due to Idea under this Agreement may not be withheld or offset by Company against any other amounts for any reason.

8.5 The License Fees and Support Fees associated with this Agreement are due and payable within thirty (30) days of the Effective Date. Any other fees due under this Agreement shall be paid by Company to Idea within thirty (30) days of Company's receipt of an invoice identifying any such fees.

9. Site Access. Upon the reasonable request of Idea, Company shall provide Idea with access to all sites at which the Agenda Software is or is to be installed. With respect thereto, Idea shall comply with all security and safety procedures of which Company has informed Idea.

10. Ownership. Idea and its licensors expressly retain title and ownership to all worldwide intellectual property rights, including without limitation, design, trade secrets, know-how, patent rights, trademarks, and copyrights in and to the Products, source code of the Agenda Software, and any modifications, adaptations, derivative

works, and enhancements made thereto. Company hereby waives any claim that it may have had or has to title and ownership of intellectual property rights in and to the Agenda Software, source code of the Agenda Software, the Documentation, and proprietary information of Idea, and any modifications, adaptations, enhancements, or derivative works made by or under the direction of Idea or Company. Notwithstanding the foregoing, in the event that Company creates programs utilizing the software development tools that are part of the Agenda Software, then Company retains title to and ownership of such programs.

11. Professional Services, Support Services and New Releases.

11.1 If requested by Company and agreed to by Idea, Idea will provide professional services to Company. Company shall pay fees for such professional services at Idea's then-current professional services' rates. Idea reserves the right to modify its rates for professional services upon thirty (30) days prior written notice to Company. Such modified rates will become effective for all professional services that commence after the notice period. All rates are quoted on an hourly basis. Travel time to and from Company locations will be billed to Company at 50% of this hourly rate. All bills for professional services will be rendered monthly and are payable to Idea within thirty (30) days of Company's receipt of any bill. In addition to fees for any professional services rendered by Idea, Company is responsible for travel expenses incurred by Idea personnel, including travel and living expenses (e.g. hotel, meals, travel costs) incurred in accordance with Idea's travel and expense policies or any supplemental agreement between the parties relative to similar expenses. Upon request by Company, Idea will provide a copy of its then-current travel and expense policy. Upon written request by Company, Idea will include reasonable supporting documentation of all travel and living expenses which individually exceed \$250.

11.2 Idea may, from time to time during the term of the Agreement, deliver Updates to Company, in Idea's sole discretion. Any such Updates will be delivered to Company without charge during the term of the Agreement, subject to Company's compliance with the terms and conditions of the Agreement.

11.3 If requested by Company and agreed by Idea, Idea agrees to provide support services, software maintenance, and other related services in accordance with **Schedule B** hereto.

11.4 From time to time during the term of this Agreement, Idea may release a New Release for the Agenda Software. New Releases released during the first ninety (90) days of this Agreement, will be made available to Company at no additional cost. Thereafter, New Releases will be made available to Company at Idea's then current license upgrade fee.

12. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, IDEA MAKES NO WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OF ERROR FREE AND UNINTERRUPTED USE, ALL OF WHICH ARE HEREBY OVERRIDDEN, EXCLUDED, AND EXPRESSLY DISCLAIMED IN ALL RESPECTS.

13. Limitations of Liability. IN NO EVENT SHALL IDEA BE LIABLE TO COMPANY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF DATA OR LOSS OF PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER IDEA HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. EXCEPT WITH RESPECT TO THE

INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS SET FORTH IN **SECTION 7** HEREIN, IN NO EVENT SHALL IDEA'S LIABILITY FOR ANY DAMAGES TO COMPANY OR ANY OTHER PARTY EVER EXCEED IN THE AGGREGATE THE LICENSE FEES PAID BY COMPANY TO IDEA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY, OR OTHERWISE. Company acknowledges and agrees that the allocation of risks provided in this Agreement are reflected in the Fees provided under this Agreement, that Idea is unable to test the Agenda Software under all possible circumstances, that Idea cannot control the manner in which and the purpose for which Company shall use the Agenda Software, and that the allocation of risks under this Agreement are reasonable and appropriate under the circumstances.

14. Term and Termination.

14.1 The license granted hereunder shall be perpetual beginning on the Effective Date, subject to termination pursuant to this **Section 14**.

14.2 In the event that this Agreement is terminated pursuant to this **Section 14**, the support services provided under **Schedule B** shall also terminate.

14.3 In addition to the termination provision set forth above, this Agreement may be terminated by either party in the event that the other party fails to discharge any obligations or remedy any default under this Agreement for a period continuing more than thirty (30) days after the aggrieved party shall have given the other party written notice specifying such failure or default and that such failure or default continues to exist as of the date upon which the aggrieved party gives such notice so terminating this Agreement.

14.4 Upon termination of this Agreement for any reason, and if Company has not paid the Fees in full, (i) the license and rights granted to Company and its Affiliates to use the Agenda Software shall immediately terminate; (ii) Company and its Affiliates shall immediately cease all use of the Agenda Software, and (iii) Company and its Affiliates shall return or destroy all Idea property, including, but not limited to, all media containing the Agenda Software, and all copies thereof, and the proprietary information of Idea, and Company and its Affiliates shall permanently uninstall and delete all copies of the Agenda Software contained on its computers. Upon return of such materials, Company, on behalf of itself and its Affiliates, shall provide Idea with a signed written statement certifying that it has returned all Idea property to Idea.

14.5 **Sections 1, 2, 6, 7, 8, 10, 13, 14, 15** and **16** of this Agreement shall survive any termination of this Agreement.

15. Confidentiality; Equitable Remedies.

15.1 For purposes of this Agreement, "Trade Secrets" means information of Idea, Company, or either parties' suppliers that is a trade secret under the law; "Confidential Information" means information of Idea, Company, or either parties' suppliers, other than Trade Secrets, that is of value to its owner and is treated as confidential; and "Proprietary Information" means Trade Secrets and Confidential Information and includes, without limitation, the Products. Each party agrees to hold the Proprietary Information of the other party in confidence and not to, directly or indirectly, copy, reproduce, distribute, transmit, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information to any third party, or utilize the Proprietary Information for any purpose whatsoever other than as expressly contemplated by this Agreement. With regard to the Trade Secrets, this obligation shall continue for so long as such information constitutes a trade secret under applicable law. With regard to the Confidential Information, this obligation shall continue for the term of the license to the Software and for a period of two (2) years thereafter. Nothing in this Section shall prohibit or limit the receiving party's use of information if (i) at the time of disclosure hereunder such information is generally available to the public; (ii) after disclosure hereunder such information becomes generally

available to the public, except through breach of this Agreement by the receiving party; (iii) the receiving party can demonstrate such information was in its possession prior to the time of disclosure by the disclosing party; (iv) the information becomes available to the receiving party from a third party which is not legally or contractually prohibited from disclosing such information; or (v) disclosure is required under applicable law or regulation.

15.2 Each party acknowledges that each provision in this Agreement providing for the protection of the Products and each party's Proprietary Information and other proprietary rights is material to this Agreement. Each party agrees that any threatened or actual breach of the other's Proprietary Information or other proprietary rights shall constitute immediate, irreparable harm to the other party for which monetary damages is an inadequate remedy and for which equitable remedies, including, but not limited to injunctive relief, may be awarded by a court of competent jurisdiction without requiring the other party to post any bond.

16. Miscellaneous.

16.1 Company grants Idea the right to reference Company's status as a user of the Agenda Software and other deliverables, including captioned quotations in product literature or advertisements, articles, press releases, marketing literature, presentations and the like, and reasonable use as a reference for potential new users.

16.2 Notices hereunder shall be sent to the addressees set forth in the first paragraph of this Agreement, or to such other addresses as specified by a notice complying herewith, and shall be deemed received on the earlier of actual delivery to such address or five (5) days after deposit in the U.S. Mail, certified or registered mail, return receipt requested.

16.3 Idea's relationship to Company is that of an independent contractor, and neither party is an agent, partner, or joint venturer of the other. No debts or obligations shall be incurred by either party in the other party's name or on its behalf, and neither party shall be responsible or liable for the debts and obligations of the other party.

16.4 Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money owed) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; terrorism; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; fires; explosions; floods; or other circumstances beyond the control of such party. The party so affected shall give prompt notice to the other party of such cause and shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible.

16.5 Except as otherwise set forth in this Agreement, this Agreement and all rights and obligations may not be assigned (by operation of law or otherwise) in whole or in part by Company, and any such attempted assignment will be void and of no effect; provided, however, that either party hereto may assign this Agreement to another entity in connection with a reorganization, merger, consolidation, acquisition or other restructuring involving all or substantially all of the voting securities and/or assets of the assigning party provided that the survivor of such a transaction agrees to be bound by all of the terms herein.

16.6 A waiver by either of the parties hereto of any breach by the other party of any of the terms, provisions or conditions of this Agreement or the acquiescence of either party hereto in any act (whether commission or omission) which but for such acquiescence would be a breach as aforesaid, shall not constitute a general waiver of such term, provision, or condition of any subsequent act contrary thereto.

16.7 If any provision hereof is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, so that the remainder of that provision and all

11

remaining provisions of this Agreement will be valid and enforceable to the fullest extent permitted by applicable law.

16.8 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its rules governing conflicts of law.

16.9 This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

16.10 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16.11 This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and supersedes

all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral.

16.12 Company and its Affiliates will strictly comply with all applicable laws and regulations relating in any way to its performance under this Agreement and the use of the Products including, but not limited to, obtaining all necessary licenses or permits and any other government approval necessary for the use of the Product. Company will defend, indemnify, and hold Idea, its subsidiaries, associated companies, and suppliers and their respective officers, directors, and agents, harmless from and against any and all damages and expenses, including legal fees (including but not limited to attorneys' fees and costs), incurred directly or indirectly as a consequence of Company's failure to comply with any such laws or regulations.

The parties hereby cause this Agreement to be executed by their duly authorized representative effective as of the Effective Date.

Company:

Polk County Board of County Commissioners

By: [Signature]

(Type or print name): SAM JOHNSON

Title: CHAIRMAN

Date: 2/6/08



Idea:

Idea Integration Corp.

By: [Signature]

(Type or print name): Raymond E. Gianni

Title: Director, Product Management

Date: 2/21/08

SCHEDULE A

LICENSE AND SUPPORT FEES

License Fees

- **\$28,875 (includes user guides, monitor software and first year support costs)**
 - Requires a License for ABCpdf.NET (provided by webSupergoo for \$329)
- **\$3,750 Feature Package 1 Customization Module A**
- **\$2,200 Feature Package 2 Printing Module**
 - Requires a License for easyPDF SDK MSoffice PACK (provided by BCL Technologies for \$899 for Application Server, \$720 for DR Server)
- **\$4,500 Feature Package 3 Active Directory Approval Module**

Customization Fees

- **Developer \$119.00/hour**
- **QualityTester \$84.00/hour**
- **Project Manager \$124.00/hour**
- **Technical Writer \$76.00/hour**
- **Analyst/Consultant \$100.00/hour**
- Additionally, Company shall reimburse Idea for Idea's travel and travel-related expenses incurred during customization.

Training Fees

- **Trainer \$76.00/hour**
- **\$700/ Professional Day**
-
- Additionally, Company shall reimburse Idea for Idea's travel and travel-related expenses incurred during training.

Annual Support

- **\$6,000 (after first year of installation)**
 - **Feature Package 3 will add \$900/year (after first year)**
 - Annual support costs may increase based on the level of customizations.
-

SCHEDULE B

[SUPPORT SERVICES]

1. Defined Terms.

For the purposes of this Schedule B (the "Support Schedule"), the following terms shall have the following meanings:

(a) "After Hours Rate" means \$125 per hour, or such other rate set by Idea from time to time, in its reasonable discretion.

(b) "Message Boards" means electronic message boards operated and monitored by Idea that include technical assistance, moderated question and answer sessions, and general information regarding the use of the Software.

(c) "Response Line Hours" means Monday through Friday, 8:00AM to 5:00PM EST, excluding nationally recognized holidays.

(d) "Response Line Services" means telephone support services provided by Idea during normal Response Line Hours.

(e) "Standard Rate" means \$125 per hour, or such other rate set by Idea from time to time, in its reasonable discretion.

Additional defined terms are contained in the Agreement.

2. General Support Responsibilities. During the term of the Agreement and subject to Company's compliance with the terms and conditions of the Agreement, Idea will provide the following services regarding the Software ("Support Services"):

(a) Idea will provide the Response Line Services to Company for an unlimited number of hours per year, but only during Response Line Hours.

(b) Support Services shall be provided in accordance with Idea's support policies in effect as of the Effective Date, as such policies may be modified from time to time by Idea, in its sole discretion.

3. Company's General Responsibilities. Company will be responsible for: (i) reporting Errors (as defined in **Section 3.2** of the Agreement) promptly; (ii) promptly incorporating Error Corrections (as defined in **Section 3.2** of the Agreement) and Updates; (iii) providing sufficient information for Idea to duplicate the circumstances of a reported Error, so that Idea can duplicate the Error, assess the situation, and/or undertake any needed or appropriate action; and (iv) establishing and maintaining an internal competency center or help desk which provides a central point of contact with the Idea Response Line to coordinate the Support Services.

4. Activities Not Included in Support Services. This Support Schedule does not apply to and Idea is not responsible for maintenance for database changes, database support, or other matters not specifically covered hereunder (for example, without limitation, unauthorized revisions to the Software by Company or on Company's behalf or unauthorized combinations of Software with other products). All Support Services shall be provided from Idea 's offices unless otherwise set forth in the support policies of Idea.

5. Support Fees.

Company will pay to Idea the fees for Support Services ("Support Fees") as set forth on **Schedule A**. Upon the one-year anniversary of the Effective Date, and annually thereafter, Idea may adjust the Support Fees by providing Company with at least sixty (60) days advance written notice of such adjustment.

6 Additional Charges. If a problem reported is (or if Company otherwise requests assistance) outside the scope of the Support Services, Idea will notify Company to that effect and reserves the right to charge Company for such services.

7 Term. Unless otherwise terminated as provided in the Agreement, this Support Schedule shall commence on the Effective Date and continue for one (1) year. Thereafter, this Support Schedule will automatically renew for additional one (1) year terms, unless either party provides at least thirty (30) days written notice of its intent not to renew this Support Schedule.

Amendment to the Software License and Support Agreement

This Amendment to the Software License and Support Agreement dated February 1, 2008, (the "Agreement"), is entered into this 6th day of February, 2008, by and between Polk County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("Company") and Idea Integration Corp. ("Idea"):

WHEREAS the parties desire to modify certain portions of the Agreement based on their mutual consent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Idea agree as follows:

1. Section " 11.4, Professional Services, Support Services and New Releases - In the last sentence replace "at Idea's then current license upgrade fee." with "at a cost not to exceed 50% of either Idea's then current base product retail price or current license upgrade fee, whichever is less."
2. Schedule A, Customization Fees – Last Bullet - delete the sentence beginning with "Additionally Company shall reimburse....."
3. Schedule A, Training Fees – Last Bullet - delete the sentence beginning with "Additionally Company shall reimburse....." and replace it with "Subject to prior authorization by the Company, Company shall reimburse Idea for Idea's travel and travel related expenses incurred during training in accordance with the provisions of § 112.061, Florida Statutes.
4. Schedule B, 1. **Defined Terms** – Delete "(a) "After Hours Rate" means \$125 per hour, or such other rate set by Idea from time to time, in its reasonable discretion."
5. Schedule B, 1. **Defined Terms** – Change "(c) "Response Line Hours" means Monday through Friday, 8:00AM to 5:00PM EST, excluding nationally recognized holidays" to "(c) "Response Line Hours" means the same as "Idea Standard Operating Hours" Monday through Friday, 8:00AM to 5:00PM EST, , excluding nationally recognized holidays"
6. Schedule B, 1. **Defined Terms** – Change "(e) "Standard Rate" means \$125 per hour" to e) "Support Rate" means \$125 per hour".
7. Schedule B, Section 6 – Add "at the "Support Rate" to the end of the section.
8. Schedule B, Section 6 – Add "The adjustment to the support rate shall not exceed 3% for any single year." to the end of the section.
9. Schedule A, License Fees – Last Bullet – Delete \$4,500 Feature Package 3 Active Directory approval Module and replace it with "If required by the County after installation of e-agenda, the County can purchase Feature Package 3, Active Directory Approval Module, for the price of \$4,500 from Idea."
10. Add "Exhibit 1" after "Schedule A"

EXHIBIT 1

Price Sheet
License Fees

\$28,875 (includes user guides, monitor software and ALL first year support costs)
\$329 License for ABCpdf.NET - acquired & installed by Idea
\$3,750 Feature Package 1 Customization Module A
\$2,200 Feature Package 2 Printing Module
\$2,518 Licenses for easyPDF SDK MSoffice Pack (2 @ \$899 each) and DR Server (1 @
\$720) - acquired & installed by Idea)
\$800.00 Installation Fee (to be accomplished on-site at user by Idea)

Customization Fees

Developer	\$119.00/hour
Quality Tester	\$84.00/hour
Project Manager	\$124.00/hour
Technical Writer	\$76.00/hour
Analyst/Consultant	\$100.00/hour

*Customization Fees \$3,000.00

Training Fees/Mock Meeting

Trainer \$76.00/hour
\$700/Professional Day

*Training/Mock Meeting Fees: \$6,300.00

Expenses: \$3,168.00

Contingency: \$9,060.00

Total Contract Amount \$60,000.00

*Based on hourly fees – if over it will be taken out of contingency, if under credited back to County or added to contingency amount.

Annual Support

\$6,000 (after first year of installation)
Acquisition and installation of Feature Package 3 will add \$900/year (after first year)
The adjustment to the support rate shall not exceed 3% for any single year.

IN ADDITION, Company and Idea agree to add the following provisions to the "Agreement":

Annual Appropriations

The firm acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation

Insurance Requirements

The firm shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on all policies related to the project; excluding worker's compensation and professional liability. The policies shall contain a waiver of subrogation as against Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The County requires 30 days written notice of cancellation and 10 days written notice of non-payment. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverage;

Independent Contractors;

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Indemnification

The firm shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend (by counsel reasonably acceptable to County) indemnify and hold harmless the County, their agents, elected officials and employees from and against all claims, actions, liabilities, losses, costs, (including attorney's fees) including, but not limited to, any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the consultant, any subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by the firm in the performance of the work; or liens, claims or actions made by the firm or any subcontractor or other party performing the work.

Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

All other terms and conditions of the Agreement remain the same and in full force.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

POLK COUNTY

By: *Sam Johnson*
SAM JOHNSON

Title: CHAIRMAN

IDEA INTEGRATION CORP.

By: *[Signature]*

Title: Director R. Picard MGT.

BOARD OF COUNTY COMMISSIONERS



Reviewed as to form and legal sufficiency

Ellen J. [Signature] 9/25/08
County Attorney's Office