

Exhibit 2
444610-1



AGREEMENT FOR H.T.E., INC. LICENSED PROGRAMS

This Agreement for Licensed Programs (the "Agreement") is made as of the later of the dates set forth opposite the executions appearing at the end of this Agreement, by and between:

H.T.E., INC. (H.T.E.), a Florida Corporation, with its principal place of
business at 315 East Robinson Street, Suite 690, Orlando, FL 32801

A N D

City of Hallandale
("Customer"), a _____
with its principal place of
business at 308 South Dixie Highway, Hallandale, FL 33009

H.T.E. and the Customer agree that when this Agreement is signed by the Customer and accepted by H.T.E., the following terms and conditions will apply to any Licensed Program Materials (as defined below) offered under this Agreement when ordered by the Customer and the order is accepted as provided herein. Under these terms and conditions, H.T.E. will (1) furnish such Licensed Programs to the Customer, (2) furnish Licensed Optional Materials (as defined below) in support of such Licensed Programs (3) grant to the Customer a non-transferable and non-exclusive license in the United States and Puerto Rico to use the Licensed Program Materials, and (4) provide program services, all as described herein. The Customer agrees with respect to the Licensed Programs to accept the responsibility for (1) their selection to achieve the Customer's intended results, (2) their installation, (3) their use, and (4) the results obtained therefrom. The Customer also has the responsibility for the selection of use of, and results obtained from, any other programs, programming, equipment, or services used with the Licensed Programs.

Specific Licensed Program Materials may be ordered under this Agreement by (1) a supplement to this Agreement (the "Supplement") signed by the Customer, (2) a written order, specifying the Licensed Program Materials and the designated Machine (as defined below), signed by the Customer, or (3) such other ordering procedure as shall be designated by H.T.E. for the specific Licensed Program Materials. H.T.E. will accept any such order under this Agreement by providing the Customer a Supplement specifying the supplemental terms applicable to such Licensed Program Materials. Upon receipt of the Supplement by the Customer, H.T.E. shall thereby grant a non-transferable and non-exclusive license in the United States and Puerto Rico for Licensed Program Materials subject to the terms and conditions of this Agreement. Use of the Licensed Program Materials or the first payment of charges due hereunder, whichever first occurs following receipt of the Supplement, will constitute the Customer's acceptance of the supplemental terms specified in the Supplement. Any terms which this Agreement states are to be specified by H.T.E. for a Licensed Program and/or related Licensed Optional Materials will be stated in the Supplement for that Licensed Program.

I. DEFINITIONS

1.01. The term "Licensed Program" shall mean a licensed data processing program or set of programs or routines and subroutines, consisting of a series of instructions or statements in machine readable form, and/or licensed data base consisting of a systematized collection of data in machine readable form and any related licensed materials such as, but not limited to, flow charts, logic diagrams and listing provided for use in connection with the program.

1.02. The term "Licensed Optional Materials" shall mean any machine readable or printed material not included in the Licensed Program and which is designated by H.T.E. as available under license to Customers who have licensed the program to which such optional materials relate.

1.03. The term "Licensed Program Materials" shall mean both the Licensed Optional Materials and Licensed Program.

1.04. The term "Machine" shall mean that machine, or machines as the case may be, designated in an applicable Supplement.

1.05. The term "Restricted Materials" shall mean any Licensed Program Materials which are labeled "Restricted Materials of H.T.E."

1.06. The term "use" shall mean copying any portion of the Licensed Program Materials into a machine and/or transmitting them to a machine for processing of the machine instructions, statements or data contained in such materials.

II. LICENSE

2.01. **General.** Each license granted under this Agreement authorizes the Customer to:

a. Use the Licensed Program in machine readable form on the Machine or Machines and in conjunction therewith to store the Licensed Program Materials in, transmit them through or display them on, units associated with the Machine;

b. Utilize the Licensed Program Materials in printed form in support of the use of the Licensed Program; and/or

c. Copy or translate the Licensed Program Materials in machine readable form into any machine readable or printed form to provide sufficient copies to support the Customer's use of the Licensed Program as authorized under this Agreement. Licensed Program Materials provided by H.T.E. in printed form, microfiche or other non-machine readable form may not be copied. Additional copies may be obtained under license from H.T.E. at the charges then in effect.

With respect to Restricted Materials, the authorizations granted under the preceding paragraphs of this section are limited solely to the following purposes:

a. Making modifications to the Customer's products and/or programs so that they will function with the Licensed Programs to which the Restricted Materials apply;

b. Making modifications, subject to the provisions of the section entitled "Permission to Modify," to the Licensed Programs to which the Restricted Materials apply; and/or

c. Assisting the Customer in problem determination, problem source identification and/or problem resolution activities associated with the use of the Licensed Programs to which the Restricted Materials apply.

A separate license is required for each Machine on which the Licensed Program will be used, except as provided in the following subsection entitled "Temporary License Transfer."

For any Licensed Program that is a data base, the license granted in this section is further limited to permit access to such data base exclusively by the Customer. Except as provided in the section entitled "Protection and Security of Licensed Program Materials," the Customer shall not make or permit any manner of access to any form of such data base, or part thereof, for the purpose of making available to any other person any data contained in such data base.

The customer shall not use, print, copy, translate or display the Licensed Program Materials, in whole or in part, unless expressly authorized in this Agreement.

The Customer shall not reverse assemble or reverse compile the Licensed Programs in whole or in part.

2.02. Temporary License Transfer. The Customer is authorized to transfer a license to and to use the Licensed Program Materials on:

a. A back-up machine when the designated Machine or an associated unit required for use of the Licensed Program is temporarily inoperable until operable status is restored and processing on the back-up machine is completed; or

b. Another machine for assembly or compilation of the Licensed Program Materials if the designated Machine and its associate units do not provide the configuration required for assembly or compilation.

2.03. Change in Designated Machine. The Customer may notify H.T.E. of the Customer's intention to change the designation of the Machine on which Licensed Program Materials are to be used. The change of designation will be effective upon the date set forth in the confirmation of change in designated Machine furnished to the Customer in writing by H.T.E.

2.04. Additional Licenses. Each additional license for a Licensed Program and/or Optional Licensed Materials already licensed by the Customer under this Agreement must be ordered as described herein.

For additional licenses, in lieu of distribution from H.T.E., the Customer may elect to copy those Licensed Program Materials previously distributed to that Customer by H.T.E. in machine readable form. The Customer may make such copy upon receipt of a Supplement issued by H.T.E. which designates the effective date for the additional license requested by the Customer. The testing period, if any, for such additional license will commence on the effective date for the additional license. Permission to copy granted in this subsection does not apply to Licensed Program Materials provided by H.T.E. in printed form.

For certain Licensed Programs, H.T.E. may offer the distributed systems license option (the "Distributed Systems License Option" or "DSLO") under which licenses in addition to the initial license (the "Basic License") may be obtained for a DSLO charge. When ordering additional licenses for such a Licensed Program, the Customer must designate whether an additional Basic License or DSLO License is requested. For each DSLO License, the Customer will:

1. Copy those Licensed Program Materials previously distributed in machine readable form to the Customer by H.T.E. under the Basic License and use such copies on the Machine designated in the Supplement;

2. Provide problem documentation to H.T.E. through the location of the Basic License;

3. At H.T.E.'s request, recreate any problems at the location of the Basic License, if Local Service or Local Assistance as specified by H.T.E. is available for the Basic License; and

4. Distribute to, install and test on the DSLO designated Machine any new release, correction or bypass provided by H.T.E. to the Basic License designated Machine.

Program services and the warranty, if any, for the Licensed Program will be provided for DSLO Licenses only through the Basic License location and there will be no testing period for the DSLO Licenses.

Unless the Customer designates another Basic License, notice of discontinuance of a Basic License shall be notice of discontinuance of all DSLO Licenses for that Basic License.

III. TERM

This Agreement is effective from the date on which it is accepted by H.T.E. and will remain in effect until terminated by the Customer upon one (1) month's written notice, or by H.T.E. as set forth in this section. This Agreement may be terminated by the Customer only when all Licensed Program Materials licensed hereunder are discontinued and Licensed Program Materials have been returned to H.T.E. or destroyed.

Licenses granted under this Agreement may be discontinued by the Customer upon one (1) month's written notice, except that, during the testing period, the Customer may discontinue any license at any time upon written notice effective immediately.

H.T.E. may discontinue any license or terminate this Agreement upon written notice effective immediately if the Customer fails to comply with any of the terms and conditions of this Agreement.

Notice of discontinuance of any or all licenses shall not be considered notice of termination of this Agreement unless specifically stated.

Notice of discontinuance of any Licensed Program shall be notice of discontinuance of the license and of all Licensed Program Materials obtained in connection therewith.

IV. CHARGES

4.01. General. The charges applicable to each Licensed Program will be specified by H.T.E. and will consist of a one time charge, an upgrade charge, periodic charges and any initial charge and/or process charges.

Periodic charges, which may be monthly, quarterly, semi-annual or annual, will continue until the Licensed Program is discontinued. However, for certain Licensed Programs, H.T.E. may specify a consecutive number of payments after which further periodic charges will be waived.

For certain Licensed Programs, H.T.E. may designate one (1) or more replacement Licensed Programs. When a Licensed Program is discontinued and replaced by the Customer with an H.T.E. designated replacement Licensed Program, an upgrade charge as specified by H.T.E. will apply.

Any additional charges for program services for Licensed Programs will be at H.T.E.'s then applicable hourly service rates and minimum charges and such services will be provided under the terms and conditions of this Agreement unless provided under separate written agreement signed by the Customer and H.T.E.

4.02. Commencement and Invoicing of Charges. Periodic charges will commence on the day, Monday through Friday, following the end of the testing period, or ten (10) days after shipment of the Licensed Program by H.T.E. if there is no testing period, except as set forth below in this sub-section. Charges for a partial month's use will be prorated based on a thirty (30) day month. Other periodic charges will not be prorated and are not refundable in whole or in part. Periodic charges will be invoiced in advance.

Unless otherwise specified by H.T.E., one time charges, initial charges and Licensed Optional Material charges will be due on the day, Monday through Friday, following the end of the testing period, or ten (10) days after shipment of the Licensed Program Materials by H.T.E. if there is no testing period, or if such period has expired, except as set forth below in this sub-section.

For additional licenses for which the Customer has elected to make copies pursuant to the section entitled "Additional Licenses" and for which there is no testing period, periodic charges will be due upon the effective date for additional license designated in the Supplement.

Process charges will be due upon receipt by the Customer of the Licensed Program Materials to which such charges apply and are not refundable even if the Customer discontinues the Licensed Program prior to or during the testing period.

Payment will be made as stated in the invoice, to the address of the principal place of business of H.T.E. as stated above, or to such other address as may be stated in the invoice.

4.03. Applicable Taxes. In addition to the charges due under this Agreement, the Customer agrees to pay amounts equal to any taxes resulting from this Agreement, or any activities hereunder, exclusive of taxes based on H.T.E.'s net income.

4.04. Price Changes. Periodic charges are subject to change by H.T.E. upon thirty (30) days written notice to the Customer. Any changes in periodic charges become effective on the first day of the period which commences on or after the effective date specified in the written notice to Customer.

Initial charges, one-time charges, process or upgrade charges, and charges for Licensed Optional Materials are subject to change without prior notice except that such charges shall not be increased if, prior to the date of the notice, (i) the Licensed Program Materials had been shipped by H.T.E., or (ii) the Customer had copied Licensed Program Materials pursuant to the subsection entitled "Additional Licenses." In addition, if the Customer's written order was received by H.T.E. prior to the announcement of such increase in charges, such charges shall not be increased if, within one (1) month after the date of notice, shipment of the Licensed Program Materials occurs or the Customer copies Licensed Program Materials pursuant to the subsection entitled "Additional Licenses."

If charges are increased for any Licensed Program Materials, the Customer may discontinue them in accordance with the provisions of this Agreement; otherwise, the new charges will become effective.

V. SHIPMENT

The estimated shipment date for the Licensed Programs will be specified by H.T.E. H.T.E. does not, however, represent or warrant that such shipment date will be met.

H.T.E. will notify the Customer of the type of program storage media required for shipment. Unless returnable or disposable media are used, the program storage media must be provided by Customer or ordered from H.T.E. at the applicable charge. Except when otherwise specified by H.T.E., the Licensed Program Materials will be shipped to the Customer without shipping charge. Any special shipment requested by the Customer will be at Customer's expense, unless otherwise specified by H.T.E..

VI. RISK OF LOSS

If Licensed Program Materials are lost or damaged during shipment from H.T.E., H.T.E. will replace them and program storage media at no additional charge to the Customer.

If Licensed Program Materials are lost or damaged while in the possession of the Customer, H.T.E. will replace them at the applicable charges to the Customer, if any, for processing, distribution, and/or program storage media.

VII. LICENSED PROGRAM TESTING

For each Licensed Program, H.T.E. will specify the testing period, if any, during the Licensed Program will be made available for non-productive use. The purpose of the testing period is to permit the Customer to determine whether the Licensed Program functions selected by the Customer operate together and to assist the Customer in determining whether the Licensed Program meets the Customer's requirements. The testing period will begin ten (10) days after shipment of the Licensed Program by H.T.E., or on the effective date for the additional license, unless otherwise specified.

The Customer may discontinue the Licensed Program, upon written notice effective immediately, at any time during the testing period, in which event periodic charges, one-time charges, initial charges, upgrade and Licensed Optional Materials charges will not be due. Process charges, however, will be payable and charges for shipment of the Licensed Program Materials will not be refunded. Unless such notice of discontinuance is given, the Customer will be deemed, at the end of the testing period, to have decided to retain the Licensed Program under the provisions of this Agreement.

In the event that the Licensed Program is used for productive purposes during the testing period, the Customer will notify H.T.E. and the testing period will be deemed to have ended as of the date upon which the Customer commences productive use.

Subsequent releases, if any, of the Licensed Program, which have the same program number, will be made available to the Customer for productive use and/or test on the designated Machine while the Customer continues productive use of a previous release on that Machine and pays applicable charges therefore. The Customer has the right to decide whether to install any such release or continue use of a previous release having given due regard to the provisions of the sections entitled "Program Services" and "Patent and Copyright Indemnity."

In the event of discontinuance of the Licensed Program and subsequent re-ordering of the same Licensed Program for the same machine there will be no testing period for the subsequent license.

VIII. PROGRAM SERVICES

For each Licensed Program, H.T.E. will specify the type(s) and period(s) of program services, if any, to be provided without additional charge for a current release of the Licensed Program. Program services will commence at the beginning of the Licensed Program testing period or, if there is no testing period for that license, when periodic charges commence or other charges are due. Program services will be subject to the provisions of the section entitled "Specified Operating Environment."

8.01. Types of Service

a. Central Service—When Central Service is specified, H.T.E. will provide a service location which will accept documentation, in a format prescribed by H.T.E., indicating that a problem is caused by a defect in the Licensed Program. H.T.E. will respond to a defect in the unaltered portion of a current release of the Licensed Program by issuing defect correction information (such as correction documentation), corrected code, notice of availability of corrected code, or a restriction or a bypass. Unless Local Service is also specified for the Licensed Program, the Customer will be responsible for the preparation and submission of documentation to Central Service.

H.T.E. may also establish a center (the "Support Center") to provide the Customer with telephone assistance in problem diagnosis and resolution. When a Support Center is established for a Licensed Program and a problem occurs which the Customer believes is related to the use of a Licensed Program, Customer will contact the Support Center and will perform appropriate problem definition activities and remedial actions, as prescribed by the Support Center, prior to any dispatch of an H.T.E. representative. H.T.E. may also offer other services through Support Centers with or without charge, as applicable.

b. Local Service—When Local Service is specified and a problem occurs which the Customer determines is caused by the use of a Licensed Program and the diagnosis of the designated H.T.E. representative indicates the problem is caused by a defect in the unaltered portion of a current release of the Licensed Program, the H.T.E. representative will perform the following problem resolution activities:

1. attempt to correct or bypass the defect by providing the Customer with correction information issued by the Central Service, if available; or
2. submit documentation to the Central Service, if specified as available; and, in any event
3. if the Licensed Program is inoperable, make a reasonable attempt to resolve the problem by applying a local fix or providing a bypass.

c. Local Assistance—When Local Assistance is specified and the Customer encounters a problem, which the Customer's diagnosis indicates is caused by a defect in the unaltered portion of a current release of the Licensed Program, the Customer may request H.T.E.'s assistance in resolving the problem. Such assistance, if requested, will be provided by a designated H.T.E. representative and may be subject to the availability of personnel. This assistance may include, but not extend beyond, the following problem resolution activities:

1. attempting to correct or bypass the defect by providing the Customer with correction information issued by the Central Service, if available; or
2. assisting the Customer with preparing documentation for submission to the Central Service, if specified as available; and, in any event.
3. if the Licensed Program is inoperable, making a reasonable attempt to resolve the problem by assisting the Customer in applying a local fix or providing a bypass.

8.02. Program Services Period. Each type of program service provided for each Licensed Program will be specified as available:

1. until discontinued by H.T.E. with a minimum of six (6) months' written notice; or
2. until a designated calendar date; or
3. during the testing period; or
4. for a designated number of months for each license. In the event the Customer discontinues a Licensed Program and subsequently re-orders the same Licensed Program for the same machine, the service period then in effect will be reduced by the number of months for which such service was previously provided.

When a subsequent release of a Licensed Program which has the same program number becomes available, H.T.E. may discontinue program services for any oral prior releases by notice effective on the date stated therein.

For any Licensed Program, H.T.E. shall have the right to charge for any of the foregoing program services to the extent they are not specified as provided without additional charge. Other types of program services may be specified by H.T.E. for a Licensed Program.

H.T.E. shall also have the right to charge for any additional effort which results from providing program services of an altered Licensed Program or for a release which is not current.

H.T.E. does not guarantee service results or represent or warrant that all errors or program defects will be corrected.

IX. PERMISSION TO MODIFY

The Customer may modify any Licensed Program Materials in machine readable form and/or merge such materials into other Licensed Program Materials to form an updated work for the Customer's own use; provided that, upon discontinuance of the Licensed Program, the Licensed Program Materials will be completely removed from the updated work and dealt with under this Agreement as if permission to modify or merge had never been granted. Any portion of the Licensed Program Materials included in such an updated work will continue to be subject to all terms to this Agreement.

X. PROTECTION AND SECURITY OF LICENSED PROGRAM MATERIALS

The Customer will take appropriate action, by instruction, agreement or otherwise, with any persons permitted access to the Licensed Program Materials so as to enable the Customer to satisfy the Customer's obligation under this Agreement.

All copies of the Licensed Program Materials provided by H.T.E. or made by the Customer including translations, compilations, partial copies within modifications, derivative works and updated works are the property of H.T.E. and may not be distributed by the Customer to any other persons, including other licenses of the Licensed Program, without H.T.E.'s prior written consent. The Customer will reproduce and include the H.T.E.'s prior written consent. The Customer will reproduce and include the H.T.E. copyright notice on any such copies.

The Customer will maintain records of the number and location of all copies of the Licensed Program Materials and will notify H.T.E. in writing if the original or any copy of the Licensed Program Materials will be kept at a location other than that of the Machine designated in an applicable Supplement.

The Customer will insure, prior to disposing of any media, that any Licensed Program Materials contained thereon have been erased or otherwise destroyed.

The Customer will not provide or otherwise make available Licensed Program Materials in any form without H.T.E.'s prior written consent except to Customer's employees, H.T.E.'s employees, or other persons during the period they are on the Customer's premises for purposes specifically related to the Customer's authorized use of the Licensed Program Materials.

XI. LICENSED PROGRAM SPECIFICATION

For each Licensed Program which is warranted, H.T.E. will publish, at the time that Licensed Program becomes generally available, a document entitled "Licensed Program Specifications." Such Licensed Program Specifications may be updated by H.T.E. from time to time and such updates may constitute a change in specifications.

XII. WARRANTY

Each Licensed Program which is designated in a Supplement as warranted will conform, when shipped to the Customer, to the Licensed Program Specifications which are in effect for that Licensed Program at that time, provided the Licensed Program is properly used in a Specified Operating Environment. If the Customer believes that there is a defect in a Licensed Program such that it does not meet its Licensed Program Specifications, the Customer must notify H.T.E. while program services are available for the program. H.T.E. does not warrant that the functions contained in a Licensed Program will meet the Customer's requirements or will operate in the combinations which may be selected for use by the Customer or that the operation of the Licensed Program will be uninterrupted or error free or that all program defects will be corrected.

All other Licensed Programs will be distributed on an "AS IS" and WITH ALL FAULTS" basis without warranty of any kind either express or implied.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

XIII. SPECIFIED OPERATING ENVIRONMENT

Each Licensed Program is designated to operate on one or more designated Machine types and, in most instances, in conjunction with other designated equipment and programs. The Licensed Program Specifications for each warranted Licensed Program will state the environment in which the Licensed Program is designated to operate. For Licensed Programs distributed on an "AS IS" basis, the Specified Operating Environment will be stated in a notice of availability of the Licensed Program.

Program services for a Licensed Program used in other than a Specified Operating Environment are subject to limitations occasioned by the differences between the Specified Operating Environment and the Customer's operating environment and by the extent of the local H.T.E. representative's knowledge of the Customer's equipment and programs. Such program services will be subject to the following conditions:

1. When performing Local Service or Local Assistance, H.T.E.'s obligation is limited to having the local H.T.E. representative apply a reasonable effort to provide program services as described in the applicable portion of the section entitled "Program Services." Furthermore, the local H.T.E. representative will only be expected to operate a Machine designated in the Supplement. H.T.E. will have the right to charge for any additional effort required to perform these program services.

2. Central Service will only respond to defects which will occur when Central Service operates the Licensed Program in a Specified Operating Environment.

XIV. LIMITATION OF REMEDIES

H.T.E.'s entire liability and the Customer's exclusive remedy shall be as follows:

In all situations involving performance or non-performance of Licensed Programs furnished under this Agreement, the Customer's remedy is (1) the correction by H.T.E. of Licensed Program defects, or (2) if, after repeated efforts, H.T.E. is unable to make the Licensed Program operate as warranted, the Customer shall be entitled to recover damages to the limits set forth in this section.

For any other claim concerning performance or nonperformance by H.T.E. pursuant to, or in any other way related to, the subject matter of this Agreement and any Supplement hereto, the Customer shall be entitled to recover actual damages to the limits set forth in this section.

H.T.E.'s liability for damages to the Customer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to an amount equal to the one-time charge paid for, or any charges which would be due for twelve (12) months' use of, the Licensed Program that caused the damages or that is the subject matter of, or is directly related to, the cause of action. Such charges shall be those in effect when the cause of action arose and shall include any initial or process charges paid to H.T.E.. This limitation of liability will not apply to claims for copyright infringement or for personal injury or damage to real or tangible personal property caused by H.T.E.'s negligence.

In no event will H.T.E. be liable for any damages arising from performance or non-performance of the Licensed Program during the Licensed Program testing period or for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits, lost savings or other consequential damages, even if H.T.E. has been advised of the possibility of such damages, or for any claim against the Customer by any other party except as provided in the section entitled "Patent and Copyright Indemnity."

XV. PATENT AND COPYRIGHT INDEMNITY

H.T.E. will, at its expense, defend the Customer against any claim that Licensed Program Materials supplied hereunder infringe a patent or copyright in the United States or Puerto Rico and, subject to the limitation of liability set forth in the section entitled "Limitation of Remedies," H.T.E. will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the Customer must:

1. give H.T.E. prompt written notice of any such claim; and
2. allow H.T.E. to control, and fully cooperate with H.T.E. in the defense and all related settlement negotiations. However, if the damages attributable to a claim of infringement of a patent in the United States or Puerto Rico may exceed such limitation of liability, the Customer may elect to defend against the claim provided that H.T.E. may fully participate in the defense and/or agree to any settlement of such claim.

The Customer agrees to allow H.T.E., at H.T.E.'s option and expense, if such claim has occurred or in H.T.E.'s judgment is likely to occur, to procure the right for the Customer to continue using the Licensed Program Materials or to replace or to modify them so that they become non-infringing; and, if neither of the foregoing alternatives is available on terms which are reasonable in H.T.E.'s judgment, upon written request, the Customer will return the Licensed Program Materials to H.T.E.; and, for Licensed Programs whose total charges are fully paid, the Customer may receive a credit as established by H.T.E..

H.T.E. shall have no obligation with respect to any such claim based upon the Customer's modification of the Licensed Program Materials or their combination, operation or use with data or programs not furnished by H.T.E. or in other than the Specified Operating Environment. This section states H.T.E.'s entire obligation to the Customer regarding infringement or the like.

XVI. RETURN OR DESTRUCTION OF LICENSED PROGRAM MATERIALS

Within one (1) month after the date of discontinuance of any licensed granted hereunder, unless the requirement is waived by H.T.E., the Customer will certify in writing to H.T.E. that through the Customer's best effort, and to the best of the Customer's knowledge, the original and all copies of the Licensed Program Materials received from H.T.E. or made in connection with such license have been returned or destroyed. This requirement will apply to all copies in any form, including translations or compilations or partial copies within modifications, derivative works and updated works, whether partial or complete, and whether or not modified or merged into other program materials as authorized herein. Upon prior written authorization from H.T.E., however, the Customer may retain a copy for archival purposes only.

The requirement to return or destroy will apply to a licensed data base; it will not apply to individual pieces of data obtained by Customer from such data base and which constitute a minor portion of such data base.

When the Customer has licensed a new version of a Licensed Program, which carries a different program number, the Customer may retain the prior version of the Licensed Program for a period not to exceed three (3) months following its date of discontinuance, to be used only if a defect in the new version prevents its use. During this period, the Customer will pay only the applicable charges for the new version of the Licensed Program. Within one (1) month following this three (3) month period, the Customer will certify in writing to H.T.E. that through the Customer's best efforts, and to the best of the Customer's knowledge, the original and all copies of the prior version received from H.T.E. or made in connection with such prior version have been returned or destroyed as set forth above.

XVII. ADDITIONAL PRODUCTS AND SERVICES

In addition to the Licensed Program Materials and program services provided under this Agreement, H.T.E. offers other products and services at separate charges under applicable written H.T.E. agreements. H.T.E. and the Customer agree that such products and services cannot be the subject of an oral agreement.

XVIII. MISCELLANEOUS

18.01. **Binding Agreement.** The individual signing this Agreement and any Supplement thereto on behalf of Customer and Customer warrant that the execution and delivery of this Agreement and any Supplement have been duly authorized by all necessary action, that the Agreement and any Supplement thereto are valid and binding obligations of Customer and that the execution delivery and performance of this Agreement will not constitute a breach, violation or default under any articles of incorporation, by laws, decree, order, governmental permit, license, agreement, indenture or instrument to which Customer is subject.

18.02. **Assignment.** This Agreement is not assignable by the Customer; none of the licenses granted hereunder nor the Licensed Program or copies thereof may be sublicensed, assigned or transferred by the Customer without the prior written consent of H.T.E.. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this Agreement by the Customer is void.

18.03. **Notices.** Any notice required or permitted hereunder shall be deemed properly given at the time it is personally delivered or mailed by certified mail, return receipt requested, to the address specified hereinabove of the party to be notified. Either party may change its address for receiving notices by giving notice thereof in compliance with the terms of this sub-section.

18.04. **Entire Agreement.** This Agreement constitutes the entire Agreement and there are no representatives, conditions, warranties or collateral agreements, express or implied, statutory or otherwise, with respect to this Agreement other than as contained herein. This Agreement may not be modified, omitted or changed in any way except by written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of H.T.E.

18.05. **Force Majeure.** H.T.E. is not responsible for failure to have fulfilled its obligations under this Agreement due to causes beyond its control.

18.06. **Gender.** Terms referred to in the masculine shall include the feminine and the singular shall include plural, unless otherwise specified.

18.07. **Applicable Law.** This Agreement shall be governed by the laws of the State of Florida.

18.08. **Venue.** In the event of suit by the Customer under this Agreement against H.T.E., then the venue of such suit shall be in Orange County, Florida and the Customer hereby waives whatever rights he may have in the selection of venue.

18.09. **Jury Trial.** In the event of suit by or against the Customer under this Agreement by or against H.T.E., the Customer hereby waives whatever rights he may have to a trial by jury.

18.10. **Attorneys Fees.** The Customer shall promptly pay all costs of H.T.E. of collection of any of the liabilities or enforcement of any of the obligations under this Agreement, including reasonable attorneys' fees and legal expenses (including attorneys' fees and legal expenses in any appellate or bankruptcy proceeding).

18.11. **Severability.** If any of the provisions of this Agreement shall be deemed illegal, invalid, unconstitutional or unenforceable by any court of law having competent jurisdiction, such decisions shall not invalidate or negate the other remaining provisions of this Agreement.

18.12. **Section Headings.** The section headings provided in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

THE CUSTOMER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS.

H.T.E., INC.

Signed, sealed and delivered
in the presence of the following
two witnesses:

As to H.T.E., INC.

By: *Dennis J. Wipper*
DENNIS J. WIPPER VICE, President FINANCE

Date: 7/18/88

As to Customer

Name of Customer (type or print)
By: *R. J. Studdolo* X
Date: 7-29-88