

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 9/15/2005

Contract/Lease Control #:

1272
C05-1271-132-51

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: UAI, INC.

Lessor:

Effective Date: 9/14/2005 \$10,000.00

Term: EXPIRES 9/30/2007 *INDEFINITE*

Description of Contract/Lease: MASTER SOFTWARE LIC AGREEMENT

Department Manager: INFORMATION SYSTEMS

Department Monitor: D. VANDERHOEK

Monitor's Telephone #: 651-7570

Monitor's FAX #: 651-7576

Date Closed:

MASTER SOFTWARE LICENSE AGREEMENT

This Master Software License Agreement (the "License Agreement") entered into by and between UAI, Inc., a corporation duly formed under the laws of the state of Delaware, and having a principal place of business located at 307 Wynn Drive, Huntsville, Alabama 35805 ("Licensor") and Okaloosa County Florida having a principal place of business located at 1804 Lewis Turner Blvd, Fort Walton Beach, FL 32547 (the "Licensee").

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7. Intent to Cooperate. Both Licensor and Licensee acknowledge that successful implementation of the Software pursuant to this License Agreement shall require their full and mutual good faith cooperation, and Licensee acknowledges that it shall timely fulfill its responsibilities, including but not limited to those set forth below.

8. Maintenance Services. The payment made by Licensee to Licensor pursuant to Paragraph 5 above shall include one year of maintenance services following expiration of the warranty period herein provided. Licensee agrees to execute a completed Maintenance Agreement in the form attached hereto as Schedule D within 30 days following execution of this License Agreement.

9. Proprietary Technology. Licensor shall have sole and exclusive ownership of all right, title, and interest in and to the Software and End-User Materials, all copies thereof, and all modifications and enhancements thereto (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject

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(2) Licensee recognizes and has been advised by Licensors that such proprietary information is intended for use in Licensors' business and is not publicly known or cannot be readily ascertained or derived from publicly available information. Licensors and Licensee further agree that the protection of the proprietary information gained or to be gained by Licensee and its officers, directors, employees, agents and other representatives during the term of this License Agreement is reasonable under the circumstances and that such proprietary information has significant economic value and if it were made available to others it would irreparably damage the business of Licensors. Licensee agrees that it, through its officers, directors, employees, agents, and other representatives, will keep in strictest confidence and trust all the proprietary information and will not, at any time hereafter, disclose or make available to any person, business concern or other entity any proprietary

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b. Injunctive Relief. It is further agreed that disclosure of such proprietary information, whether directly or indirectly, of Licensor, except with the express written consent of Licensor, would be deemed material and would result in immediate and irreparable injury to Licensor not properly or completely compensable by damages in an action at law; and that the provisions of this Paragraph 12 of this License Agreement are necessary for the protection of Licensor and that any breach of this Paragraph 12 by Licensee or any of its officers, directors, employees, agents or other representatives shall entitle Licensor, in addition to other legal remedies available, to apply to a court of competent jurisdiction to enjoin any violation of this Paragraph 12 of this License Agreement and/or to recover damages for any breach of this Paragraph 12, and to recover all costs of such action, including a reasonable attorney's fee. All of the rights and remedies of Licensor hereunder shall be cumulative and not alternative.

c. Continuing Obligations. During the term of this License Agreement and for two (2) years thereafter, Licensee shall (i) notify Licensor immediately of any unauthorized possession, use or knowledge of the proprietary information by Licensee or any third party, (ii) promptly furnish Licensor full details of such possession, use or knowledge, and (iii) cooperate with Licensor in any litigation against third parties as may be deemed necessary by Licensor to protect its proprietary rights in the proprietary information.

d. Publicity. The terms and conditions of this License Agreement are to be treated by the parties as confidential and shall not be disclosed to third parties without the written agreement of the non-disclosing party, except as required by a court or regulatory agency of competent jurisdiction. Neither party shall issue or release for publication any articles, advertising or publicity matter (i) relating to work under this License Agreement, (ii) mentioning or implying the name of the other party or any of its personnel or (iii) including a trademark, trade name or trade dress of the other party, without the prior express written consent of the other party.

e. Violations. Violation of any provision of this paragraph shall, at Licensor's sole discretion, be the basis for immediate termination of this License Agreement.

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(1) Upon thirty (30) days' written notice in the event that Licensee, its officers or employees violates any provision of this License Agreement including, but not limited to, confidentiality and payment;

(2) Immediately in the event Licensee (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute; or (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.

b. In the event of termination by reason of the Licensee's failure to comply with any part of this

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c. Without limiting any of the above provisions, in the event of termination as a result of Licensee's failure to comply with any of its obligations under this License Agreement, Licensee shall continue to be obligated for any payments due. Termination of the license(s) shall be in addition to and not in lieu of any equitable remedies available to Licensor.

20. **Taxes.** Licensee shall, in addition to the other amounts payable under this License Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this License Agreement. Without limiting the foregoing, Licensee shall promptly pay to Licensor an amount equal to any such items actually paid, or required to be collected or paid by Licensor.

21. **Licensed Locations.** Use of the Software by the Licensee at any location other than those described above in Paragraph 1 shall be the basis for immediate termination of this License Agreement. Termination of this License Agreement shall be in addition to and not in lieu of any equitable remedies available to Licensor.

22. **Entire Agreement.** Each party acknowledges that it has read this License Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this License Agreement.

23. **Notices.** All notices or other communications required to be given hereunder shall be in writing and delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this License Agreement or as otherwise requested by the receiving party. Notices delivered

personally shall be effective upon delivery, and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

24. **Governing Law.** This License Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alabama, to which each party hereby submits for jurisdiction.

25. **Modifications and Waivers.** This License Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The nonenforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this License Agreement.

26. **Postponement.** Dates or times by which Licensor is required to make performance under this license shall be postponed automatically to the extent that Licensor is prevented from meeting them by causes beyond its reasonable control.

27. **Period of Limitation.** No action, regardless of form, arising out of this License Agreement may be brought by Licensee more than two years after the cause of action has arisen.

28. **Severability.** If any provision of this License Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.

29. **Assignment.** The Licensee may not assign or sub-license, without the prior written consent of Licensor, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part.

30. **Enforcement Expenses.** Licensor shall have the right to collect from Licensee its reasonable expenses incurred in enforcing this agreement including attorney's fees.

31. **No Waiver.** The waiver or failure of Licensor to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this License Agreement as of the dates indicated below.

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

[Type or Print Name of Licensee]

RICHARD BRANNON
PURCHASING DIRECTOR

[Type or Print Name] / [Title]

[Signature]

9/8/2005

[Date]

UAI, INC.

Licensor

FRED L. GARY, Jr., VP

[Type or Print Name] / [Title]

[Signature]

[Date]

9/14/05