DAVID
CORPORATION

LICENSE AGREEMENT

AGREEMENT dated January 10, 2001 between DAVID CORPORATION, 130 Battery Street, San Francisco, California 94111 ("DAVID"), and City of Clearwater, FL ("Customer"). This AGREEMENT shall supercede any previous agreement or contract for ClaimsPlus.

Upon execution of this Agreement by an authorized representative of DAVID, the following terms and conditions shall apply to each Product licensed, and to all Services rendered, by DAVID to Customer pursuant to one or more Order Supplements. As used in this Agreement, each "Product" is comprised of "Software" and related "Documentation." The term "Software" means the computer software program(s) in object code, licensed for use under and described in an Order Supplement and "Documentation" means the features guide, whether in print or machine readable media, delivered with the Software, together with all modifications, enhancements, updates, translations, conversions and derivative works. The term "Services" shall be those consulting, training or other services provided by DAVID and described in the applicable Order Supplement.

1. DELIVERY AND ACCEPTANCE. DAVID shall deliver the Products to Customer's location designated in the Order Supplement ("Installation Location"), and shall install the Software on a date to be mutually agreed upon by DAVID and Customer ("Installation Date"). The Product shall be deemed accepted upon the installation of the Software on the computer designated in the Order Supplement and the generation of output reports using customer's converteddata.

2. LICENSE. For each Product, Customer is hereby granted a perpetual, non-exclusive, non-transferable license to use the Software on a single designated computer and at the Installation Location, in accordance with the terms of this Agreement, and the applicable Order Supplement. Customer may use the Software on a single database, solely for Customer's internal business. Customer may make a copy of the Product solely for backup, archival or disaster recovery purposes. Customer may not otherwise use or copy, nor permit the use or copying of, the Product.

3. SUPPORT. If purchased under an Order Supplement, Customer shall be entitled to receive one year of maintenance and support services for Products owned by DAVID ("Support") including enhancements, replacement copies, software substitution, and telephone support, as are then being offered under DAVID's current program(s). This initial year of Support shall commence on the Installation Date. Thereafter, Support shall be automatically renewed for successive 12 month periods, subject to DAVID's then-current policies and rates, unless Customer gives DAVID at least 90 days prior written notice of its intent not to renew Support. As a condition of and for the sole purpose of DAVID furnishing Support hereunder, Customer shall provide DAVID with reasonable access to Customer's computer system via Customer's purchased data-set (modem) with a minimum band rate of 56.6 kbps and dedicated and direct local telephone data access lines at no cost to DAVID. Customer will provide DAVID with the system access phone number and any security codes necessary to access the system.

4. WARRANTY.

4.1. Products. DAVID warrants that each Product owned by DAVID, and as delivered and installed by DAVID, will operate substantially in accordance with the Documentation for a period of forty-five (45) days from the date of installation of such Product by DAVID (the "Warranty Period"). Customer's sole and exclusive remedy for a breach of the foregoing warranty shall be limited, at DAVID's option, to either (a) the repair or replacement of the defective Product, or (b) a refund of the license fee paid for such Product. In the event of a refund pursuant to this Section 4.1, Customer's license to use the Product shall terminate. Such remedy shall be available only if DAVID is notified in writing within the Warranty Period and is afforded a reasonable opportunity to cure such breach.

4.2. Services. DAVID warrants that the Services will be performed in a good and workmanlike manner, consistent with industry standards. Customer's sole and exclusive remedy for a breach of the foregoing warranty shall be limited, at DAVID's option, to either (a) having the Services re-performed, or (b) a refund of the fees paid for the allegedly defective Services. Such remedy shall be available only if DAVID is notified in writing within 90 days following completion of the Services in question and is afforded a reasonable opportunity to cure such breach.

4.3. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL THIRD PARTY PRODUCTS, INCLUDING ICD-9-CM CODE, ARE PROVIDED BY DAVID "AS IS" AND DAVID EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY THEREFOR.

5. PROPRIETARY RIGHTS; CONFIDENTIALITY.

5.1. Customer acknowledges that the Products, including all enhancements, updates, copies and modifications, shall remain the property of DAVID or its licensors and are protected by copyright and trade secret law. Customer shall not reverse compile, reverse engineer or reverse assemble all or any part of a Product.

5.2. Customer agrees to hold all Confidential Information in confidence and not to disclose it to any third party, except to those Customer employees who must have access to the Confidential Information to use the Products in accordance with the terms of this Agreement. Upon execution of a nondisclosure agreement satisfactory to DAVID, Confidential Information may be disclosed to Customer's consultants solely to enable them to provide services with respect to the Products. "Confidential Information" means the terms of this Agreement, the Products, the Services and all techniques, concepts and methods relating thereto, and all information identified by DAVID as proprietary or confidential.

5.3. Customer agrees that a breach of this Section 5 may cause irreparable harm to DAVID and that DAVID shall be entitled to seek injunctive relief in the event of such breach. Customer's obligations under this Section 5 shall survive the termination of this Agreement.

6. INFRINGEMENT INDEMNITY. DAVID shall indemnify, defend, or at its option settle, any claim or suit against Customer based on a claim that a Product, to the extent owned by DAVID, infringes any patent, copyright, trademark or trade secret and DAVID shall pay any final judgment entered against Customer in any such proceeding; provided (a) DAVID is promptly notified in writing of such claim or suit, (b) DAVID or its designee has sole control of such defense and/or settlement, and (c) Customer gives all information and assistance requested by DAVID or such designee. To the extent that use of a Product is enjoined, DAVID may at its option either (i) procure for Customer the right to use the Product, (ii) replace the Product with other suitable products, or (iii) refund the license fee paid by Customer for the Product or the affected part thereof, less reasonable amortization. DAVID shall have no liability under this Section 6 or otherwise to the extent a claim or suit is based upon (a) use of the Product in combination with software or hardware not specified by DAVID if infringement would have been avoided in the absence of such combination, (b) modifications to the Product not made by DAVID, if infringement would have been avoided by the absence of such modifications, or (c) use of any version other than a current release of the Product, if infringement would have been avoided by use of a current release.

7. LIMITATION OF LIABILITY. Regardless of whether any remedy herein fails of its essential purpose, except as otherwise provided in Section 6, in no event shall DAVID's liability, if any, arising out of or in any way related to this Agreement exceed the fees paid by Customer for the specific Product or Services that directly gave rise to the damages claimed, without regard to whether such claim is based in contract or tort, including negligence. In no event shall DAVID or its suppliers be liable for any indirect, special, punitive or consequential damages.

8. PAYMENTS AND TAXES. All fees are payable as provided in the applicable Order Supplement. In addition to such fees, Customer shall pay all applicable sales, use and other taxes or duties (excluding taxes based upon DAVID 's income), and all applicable shipping and handling changes. Customer shall reimburse DAVID for all reasonable travel and living expenses incurred in rendering any Services. Any amount not paid

when due shall bear interest at the rate of one percent (1%) per month until paid. Customer shall be liable for all costs incurred by DAVID in collecting any past due amounts.

9. CERTIFICATION. DAVID may from time to time request that Customer certify in writing that its use of the Products is in compliance with this Agreement. In addition, DAVID may, upon reasonable notice, perform an audit to determine such compliance. If the number of copies or users is found to be greater than that authorized in the applicable Order Supplement, DAVID may charge Customer the applicable list prices therefor, together with the cost of performing such audit. These charges shall be in addition to all other remedies available to DAVID.

10. EXPORT COMPLIANCE. Customer acknowledges that the Products may contain technical data or information that is subject to certain export regulations of the United States and agrees to comply with all restrictions and requirements relating to the export or re-export of the Program which may be imposed by DAVID and by the United States or any country to which the Products may be shipped.

11. TERMINATION. If either party fails to cure a material breach of this Agreement within thirty (30) days following written notice of such breach, the other party may terminate this Agreement. Notices relating to breach or termination shall be in writing, sent by certified mail, return receipt request or overnight courier (addressed in the case of DAVID to the Legal Department), and shall be deemed given when received. Upon termination of this Agreement, Customer shall stop using the Products and the Services and shall certify in writing that all copies, in any form or media, have been destroyed or returned to DAVID.

12. SOURCE CODE ESCROW. DAVID will maintain a copy of the source code for the Software, excluding third party products ("Source Code") in escrow for the benefit of its customers who pay the annual additional beneficiary fee, and continue to be a current Support customer of DAVID. DAVID will permit a release of the Source Code in

accordance with the procedures of DAVID's corporate escrow agreement in the event that DAVID liquidates, dissolves or declares bankruptcy (voluntarily or involuntarily), makes a general assignment for the benefit of its creditors, has a receiver appointed with respect to its business, or fails to support its customers generally worldwide. Customer agrees that the Source Code will be used exclusively by Customer in accordance with the terms of this Agreement. DAVID reserves the right to change escrow agents.

13. RESTRICTED RIGHTS. All Products are provided with RESTRICTED RIGHTS for US Government users. As provided in FAR §12.212, use, duplication or disclosure of the Products is governed by, and subject to, this Agreement. If, for any reason, FAR §12.212 is not applicable, use, duplication and disclosure of the Products is subject to the Commercial Computer Software Restricted Rights clause, FAR §52.227.19(c), or the Rights in Computer Software clause, DFARS 252.227-7202-3, as applicable. The manufacturer of the Products is DAVID CORPORATION, 130 Battery Street, San Francisco, California 94111.

14. GENERAL. Neither this Agreement nor any Product license may be assigned or transferred by Customer, by operation of law or otherwise, without DAVID's prior written consent. This Agreement, together with all addenda, schedules, and Order Supplements, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings between the parties relating to the subject matter hereof. This Agreement may be amended or superseded only by a written instrument signed by both parties. This Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any provision of this Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this Agreement. With respect to Products owned by DAVID, in the event of any conflict between the terms of this Agreement and the terms of any "shrink-wrap" license enclosed with the Software, the terms of this Agreement shall control. Pre-printed terms and conditions on or attached to any Customer purchase order shall be of no force or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

DAVID CORPORATION

By: _____

Printed Name: _____

Title: _____

City of Clearwater, FL
Customer

By: _____

Printed Name: _____

Title: _____

Address: _____

_____

_____

Telephone: _____

Facsimile: _____

DAVID CORPORATION

PRODUCT ORDER SUPPLEMENT

ORDER SUPPLEMENT dated January 10, 2001

LICENSE AGREEMENT dated January 10, 2001

THIS ORDER SUPPLEMENT IS ISSUED UNDER AND GOVERNED BY THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT REFERENCED ABOVE AND SHALL BE BINDING UPON DAVID CORPORATION AND THE CUSTOMER NAMED BELOW.

PRODUCTS (including platform and operating system)	NUMBER OF LICENSES	LICENSE FEE	SUPPORT FEE
Renaissance – Workers' Compensation and Liability System		$10,000	
User License	5	Included	
Crystal Reports 7.0	Single User	Included	
Annual Support			$10,800*

Total License Fees		$10,000
Maintenance/Support Fee		$10,800
Professional Services		
TOTAL FEES		$20,800

*Annual Support Fee: $9,000 plus $360 [$360/concurrent user]. (Any remaining balance of any unused DOS support maintenance will be prorated on a monthly basis and credited towards the Renaissance support fee).

PAYMENT TERMS: WITHIN 30 DAYS OF INVOICE

INSTALLATION LOCATION: 100 S. Myrtle Ave., Clearwater, FL 33758

ADDITIONAL TERMS, IF ANY: Crystal Reports is a Third Party Product and is furnished to Customer for use in accordance with the shrink-wrap license agreement provided with such product. **IF CUSTOMER BELIEVES THAT THIS TRANSACTION IS EXEMPT FROM APPLICABLE STATE SALES TAX, CHECK HERE _____. IF AN EXEMPTION IS CLAIMED, CUSTOMER MUST ATTACH A VALID SALES TAX EXEMPTION CERTIFICATE TO THIS ORDER SUPPLEMENT.**

DAVID CORPORATION

By: _____

Printed Name: _____

Title: _____

City of Clearwater, FL

By: _____

Printed Name: _____

Title: _____

Address: _____

_____

_____

Telephone: _____

DAVID

CORPORATION

SERVICES ORDER SUPPLEMENT

ORDER SUPPLEMENT dated JANUARY 10, 2001

LICENSE AGREEMENT dated JANUARY 10, 2001

THIS ORDER SUPPLEMENT IS ISSUED UNDER AND GOVERNED BY THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT REFERENCED ABOVE AND SHALL BE BINDING UPON DAVID CORPORATION AND THE CUSTOMER NAMED BELOW.

DESCRIPTION OF SERVICES: Services performed in relationship to the installation of the Renaissance System. Installation (Code Set-Up), Pre-Installation, Data Conversion, and On-Site Training.

PRICING SCHEDULE FOR SERVICES:

Pre-Installation(Account Management):	$4,500 - estimate of 30 hours due upon installation of software. (Additional hours billed at $150/hr).
Installation:	$2,400 - estimate of 16 hours due upon installation of software. (Additional hours billed at $150/hr). If travel is required, travel and expenses for DAVID Technical Specialist are additional.
Conversion:	$8,000 - estimate of 80 hours at $100/hr due upon completion of conversion.
On-Site Training (Four Days Minimum):	$4,800 - $1,200/day [8 hour day] (due upon completion of on-site training. Travel and Expenses are additional).

CONSULTANT PRICING (DAILY RATE):

Conversion:	$125/hr
Custom Programming:	$150/hr
Account Manager:	$150/hr
Software Support Technician:	$150/hr
Weekend Rate:	$200/hr

PAYMENT TERMS: WITHIN 30 DAYS OF INVOICE

ADDITIONAL TERMS, IF ANY: All Services described in this Order Supplement shall be provided within the time periods and at the rates outlined above. Daily rates are based upon an eight (8) hour day. For hours in excess of eight per day, DAVID shall be paid for such additional hours at an hourly rate equal to one eighth of the daily rate indicated above. All consulting Services shall be performed at Customer's facility, unless otherwise specified. All training Services shall be conducted in the English language and shall be subject to DAVID's then current policies regarding registration, availability and cancellation. Customer agree that following completion of the Services and for one (1) year thereafter, Customer shall not, directly or indirectly, recruit, solicit, or induce any employee, consultant or contractor of DAVID to terminate such person's relationship with DAVID. All pre-paid Services must be completed within 12 months of the first date written above.

IF CUSTOMER BELIEVES THAT THIS TRANSACTION IS EXEMPT FROM APPLICABLE STATE SALES TAX, CHECK HERE _____. IF AN EXEMPTION IS CLAIMED, CUSTOMER MUST ATTACH A VALID SALES TAX EXEMPTION CERTIFICATE TO THIS ORDER SUPPLEMENT.

<table>
<tr><td>DAVID CORPORATION</td><td>City of Clearwater, FL
Customer</td></tr>
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User License	5	Included	
Crystal Reports 7.0	Single User	Included	
Annual Support			$10,800*
	Total License Fees		$10,000
	Maintenance/Support Fee		$10,800
	Professional Services		
	TOTAL FEES		$20,800

*Annual Support Fee: $9,000 plus $360 [$360/concurrent user]. ~~(Any remaining balance of any unused DOS support maintenance will be prorated on a monthly basis and credited towards the Renaissance support fee).~~ (Annual Support Fee of $10,800 will begin 7/1/01 when the DoS support Fee expires.) *[initials]* BA

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DAVID CORPORATION

By: _[signature]_

Printed Name: Christofer P Carpenter

Title: President

City of Clearwater, FL
See Attached Signature Page

By: _____

Printed Name: _____

Title: _____

Address: _____

_____

_____

Telephone: _____

DAVID
CORPORATION

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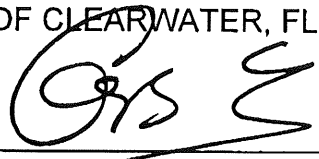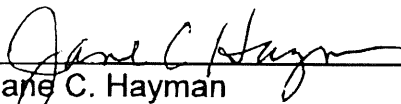| DAVID CORPORATION	City of Clearwater, FL
	Customer
By: _(signature)_	By: _See Attached Signature Page_
Printed Name: Christofr P Carpenter	Printed Name: _____
Title: President	Title: _____

Countersigned:

_____
Brian J. Aungst
Mayor-Commissioner
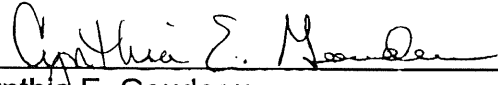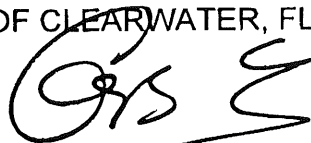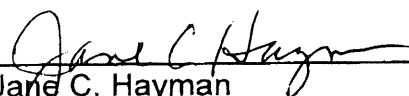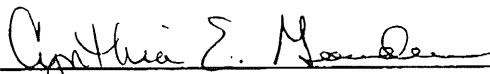
CITY OF CLEARWATER, FLORIDA

By: _____
William B. Horne, II
Interim City Manager

Approved as to form:

_____
Jane C. Hayman
Assistant City Attorney

Attest:

_____
Cynthia E. Goudeau
City Clerk

Countersigned:

_____
Brian J. Aungst
Mayor-Commissioner

Approved as to form:

_____
Jane C. Hayman
Assistant City Attorney

CITY OF CLEARWATER, FLORIDA

By: _____
William B. Horne, II
Interim City Manager

Attest:

_____
Cynthia E. Goudeau
City Clerk