API LICENSE AGREEMENT

This API License Agreement (the "Agreement") is made effective as of _____, 2016 by and between Neptune Technology Group Inc. ("Neptune") and the City of Hollywood ("Utility").

Whereas, Neptune has developed various proprietary computer software systems that are licensed to Neptune's customers (the "Neptune Systems") that are properly authorized by Neptune to use the Neptune Systems; and

Whereas, Utility desires to have interface(s) ("Interface(s)") between systems it has purchased or licensed from third parties and the Neptune Systems; and

Whereas, Neptune has developed Application Programming Interfaces ("APIs") relating to the Neptune Systems;

Now, therefore, Neptune and Utility hereby make the following agreements with respect to licenses of the Licensed APIs according to the terms of this Agreement as follows:

1. License

1.1   For the sole purpose of creating Interface(s) between Neptune Systems and software or applications licensed by Utility from third parties, Neptune hereby grants to Utility a non-exclusive, non-transferable license to use the specific published Neptune APIs that are identified in Exhibit A to this Agreement, as it may be amended by mutual written agreement from time to time (the "Licensed APIs"). Utility agrees that this license is further limited to use by Utility for its internal use only and may not be used for any other purpose. Neptune expressly reserves all rights that are not granted by this license.

1.2   Neptune will provide to Utility Documentation related to the Licensed APIs, and Neptune grants Utility a non-exclusive, non-transferable license to use one copy of the Documentation solely in furtherance of the license granted in Section 1.1 of this Agreement. For purposes of this Agreement, **"Documentation"** means any user manuals, reference manuals, release, application and methodology notes, written utility programs and other materials in any form provided by Neptune for use with a Licensed API.

2. Fees.

Utility will pay to Neptune the fees (including license fees and maintenance and support fees) set forth in Exhibit B to this Agreement, which is incorporated by this reference. All fees are due and payable within thirty (30) days after Neptune invoices the fee.

3. Limitations on Rights of Use

3.1   Utility shall not use the Licensed API for any other purpose except as expressly authorized in this Agreement. Neptune reserves the right to make the Licensed APIs available to Utility only pursuant to use of a license key provided by Neptune (a "License Key"). Utility will not disclose the License Key to any third party or permit any third party to use the License Key or access the Licensed API via the License Key issued to Utility.

3.2   **Software Code.** Neptune will provide Utility the Licensed APIs in object code only. Neptune reserves the right to encrypt the Licensed API as it deems appropriate. Utility has no rights in the object code or source code of a Licensed API. Utility may not disassemble, decompile, reverse translate or apply any other procedure to a non-source code delivered Licensed API.

4.   Rights to Licensed API(s) and Documentation

4.1   **Neptune Ownership.**   Any rights in Licensed API(s) and the Documentation not expressly granted to Utility in this Agreement shall remain with Neptune and/or its Licensors.

4.2   **Intellectual Property Rights Notices**.   Utility undertakes not to remove the copyright notice, trademarks and all other proprietary rights notices contained in and/or on the original of a Licensed API and/or the Documentation. In addition, Utility will reproduce all copyright notices, trademarks and all other proprietary rights notices contained in and/or on the original of a Licensed API and/or the Documentation, in and/or on all copies of a Licensed API and/or the Documentation which Utility produces.

5. Implementation Support, Upgrades/Enhancements

5.1   Neptune will provide implementation support for the implementation of the Licensed API as determined reasonably necessary by Neptune.

5.2   Utility acknowledges and agrees that Neptune may make changes to the Licensed APIs from time to time.   Neptune will make commercially reasonable efforts to maintain backward compatibility of the Licensed APIs to attempt to provide backward compatibility, but makes no guarantees of backward compatibility and assumes no ogligation to ensrue backward compatibility. Utility acknowledges and agrees that Licensed APIs may not remain compatible with third party software or programs after changes to the Licensed APIs, changes to third party software or programs, or changes to Neptune Systems.

6.   Confidentiality
To the extent permitted by law, including but not limited to Chapter 119, Florida Statutes "Public Records Act," Utility will treat the Licensed API, the Documentation, and any other information disclosed to it by Neptune that Neptune identifies as confidential ("Confidential Information") as strictly confidential and shall protect such from unauthorized publication, dissemination or use with at least the same degree of care that it uses to protect its own confidential information, but with no less than reasonable care. Utility will not use Confidential Information for purposes other than those necessary to achieve the purposes of this Agreement. With the exception of its employees and subcontractors with a need to know, Utility will not provide any third party access to the Confidential Information without Neptune's prior written consent. Utility and Neptune acknowledge that they contemplate that Neptune and Utility's third party software provider will enter into an agreement that contains similar restrictions on the disclosure and use of Confidential Information, and execution and delivery of that agreement by Neptune and Utility's third party provider constitutes Neptune's written consent with respect to disclosure of Confidential Information by Utilty to Utility's third party provider.   Employees and subcontractors must be bound by confidentiality obligations as provided for in this section.

7.   Term

7.1   This Agreement shall come into effect on the Effective Date and provided that the annual maintenance fee is paid by Utility, will extend for an initial term of one (1) year from the Effective Date (the "Initial Term"), and will automatically renew for additional successive one (1) year periods (each a "Renewal Term"). Either party may terminate this Agreement without cause by giving thirty (30) days written notice at any time during the Initial Term or any Renewal Term. Neptune may terminate this Agreement upon ten (10) days prior written notice for the failure of Utilty to pay any amount due pursuant to this Agreement.

7.2   Upon termination of this Agreement, Utility shall immediately cease utilizing Licensed API(s) and Documentation and shall return to Neptune the Documentation in its possession, all copies

thereof and all Neptune Confidential Information which are in Utility's possession, and to confirm the return to Neptune in writing.

8.   Warranties and Limitation of Liability

8.1   THE LICENSED API AND ALL OTHER MATERIALS PROVIDED BY NEPTUNE ARE PROVIDED "AS IS," WITHOUT ANY WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEPTUNE MAKES NO WARRANTY THAT (i) THE LICENSED API WILL MEET YOUR REQUIREMENTS, (ii) THE LICENSED API WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, AND/OR THAT (iii) ANY ERRORS IN THE API WILL BE CORRECTED.

8.2   NEPTUNE MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE QUALITY OF ANY DATA PROVIDED VIA THE LICENSED API. UTILITY ACKNOWLEDGES AND AGREES THAT NEPTUNE HAS NO OBLIGATION TO PROCESS, REPROCESS, ALTER, OR OTHERWISE MANIPULATE ANY DATA PROVIDED VIA THE LICENSED API OR TO PERFORM ANY DATA PROCESSING OR DATA CLEANSING. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE API IS DONE AT UTILITY'S OWN DISCRETION AND RISK AND UTILITY IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR NETWORK OR ANY LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR THE USE OF THE API.

8.3   NEPTUNE SHALL HAVE NO LIABILITY FOR THE USE OF THE API BY UTILITY, THE OPERATION OR FUNCTIONS OF THE API, AND ITS ABILITY TO PROVIDE AN INTERFACE BETWEEN ANY NEPTUNE SYSTEM AND ANY UTILITY SOFTWARE OR SYSTEM OR THIRD PARTY SOFTWARE OR SYSTEM.

8.4   NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF THE OTHER, INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS PROFITS, LOSS OF USE OR GOODWILL, OR LIABILITY OR INJURY TO THIRD PERSONS, WHETHER FORESEEABLE OR NOT, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.   Intentionally omitted.

10.   Export Controls

Utility undertakes, notwithstanding any existing contractual limitations, to export neither a Licensed API nor technical data which it has received from Neptune nor any API directly resulting therefrom, unless this is permitted under the pertinent laws and provisions of the United States and the European Union and all necessary approvals have been duly obtained.

11.   Miscellaneous

11.1   This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Florida as applied to agreements entered into and to be performed entirely within Alabama between Alabama residents. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from

application to this Agreement. The parties hereby submit to the exclusive jurisdiction of, and waive any objections to the venue of the state and federal courts in and for Elmore County, Alabama in any litigation arising from or relating to this Agreement or otherwise arising from or relating to the Licensed APIs.

11.2   **Assignment.** Neptune is entitled, with Utility's prior written consent, which may not unreasonably be withheld, to make use of subcontractors for the carrying out of any installation, configuration, training, warranty or service. Neither party may assign any rights under this Agreement without the other party's prior written consent, except for the collection of overdue payments and moneys owed.

11.3   **Notices.**   Any notices of the parties concerning this Agreement are to be effected in writing or by Fax and are to be sent to the addresses below or to such new address which a party may, in the future, notify to the other in writing.

Neptune	Utility
Neptune Technology Group	
1600 Alabama Highway 229	
Tallassee, AL 36078	
Tel. No. +1 800.645.1892	
Fax No. +1 334.283.7434	

11.4   **No waiver.**   Failure by either Party to enforce a right will not be deemed a waiver of future enforcement of that right or other rights under this Agreement.

11.5   **Entire Agreement**. This Agreement, including Exhibit A, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties regarding such subject matter. The provisions of this Agreement can only be modified in writing. This also applies to any possible waiver of this written form requirement.

11.6   **Severability.**   If a provision of this Agreement proves to be wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions of this Agreement.

11.7   **Force majeure.**   Both parties to this Agreement will be exempted from the performance of their contractual obligations to the extent that this is rendered impossible by force majeure, in particular by strike or lockout, fire, flood, governmental action, delay or failure by suppliers, earthquake or other circumstances which are not within the responsibility of the party which is to perform.

11.8   **Independent Contractor**. Each party acknowledges and agree that they will at all times represent themselves as an independent contractor of the other. Utility and Neptune agree that neither is the legal representative nor agent of the other and Utility and Neptune agree that neither has the right or authority to make any warranties or promises or incur any obligations on behalf of the other.

Neptune Technology Group Inc.   City of Hollywood

By:_____   By:_____

Name: _____   Name: _____

Title: _____   Title: _____

EXHIBIT A

Licensed APIs

Required API feeds to be provided based the specific needs of City of Hollywood for use in integrating with the Paymentus solution.

EXHIBIT B

Price List

API License Fee and Annual Maintenance Fees

Non-CUPP Web Service Interfaces (APIs) for N_SIGHT and N_SIGHT PLUS

API LICENSE FEE				API ANNUAL MAINTENANCE		
Part Number	LIST	DISCOUNT	NET	Part Number	LIST	NET
13548-004	$7,000.00	50%	$3,500.00	13548-104	$1,400.00	$700.00

PROFESSIONAL SERVICES

Part Number	Description	List	Discount	Net
13548-201	Professional Services/Hour	$390.00	50%	$195.00
	8 Hours included when purchasing Interfaces. Additional hours billed at rate above.			