PUBLIQ
SOFTWARE

City of Senoia
80 Main Street
Senoia, GA 30276

Agreement To purchase Hosted Accounting Suite, Utility Billing,
Payroll, and Centralized Collections
for
City Hall

By: Vincent Tuccillo
PUBLIQ SOFTWARE
August 12, 2019

City of Senoia
PUBLIQ Software
08/12/2019

Description of Agreement for Software and Services

This is an agreement for PUBLIQ Software to provide City of Senoia with ASP services for the City Hall. The following software modules will be provided by PUBLIQ Software via ASP: ASP-UTILITY BILLING,APAY/GL/BUDGT,ASP-PAYROLL,ASP-CENTRALIZED COLLECTIONS,INTERNET PAYMENTS FOR UTILITY BILLING,ASP-BUSINESS LICENSE. ASP Services means that PUBLIQ Software will host the client's data and programs on a server at PUBLIQ Software in Spartanburg. The client users will access this server via the internet.

CLIENT'S RESPONSIBILITIES
         It is the client's responsibility to provide adequate internet service to these offices. At a minimum, PUBLIQ recommends a business class DSL connection.

Hardware Specifications for workstations:
         Windows 2000/XP with a minimum of 1 GB of RAM

ASP FEATURES
The ASP server will be maintained by PUBLIQ in thePUBLIQ Software Data Center in Spartanburg, SC. This is a highly secure, highly controlled, environmentally correct Data Center designed for ASP service. Only PUBLIQ employees with proper security clearance have access to the Center and the servers within.   Only authorized PUBLIQ support and service personnel will have network (sign on) access to your ASP system. In addition, PUBLIQ will perform the following tasks as a part of the ASP agreement.

1. PUBLIQ will perform daily back ups of the client's data. Once a week a backup will be taken offsite. Every two weeks PUBLIQ will transmit the client's data to a computer physically located at the client Adminstration Building. This provides the client with a 'hands on' copy of the data for additional safekeeping

2. PUBLIQ may load program revisions as needed.

3. PUBLIQ customer support personnel will have network (sign on) access to your system to better assist the client users in problem resolution.

Description of Agreement for Hardware and Services

Agreement to purchase: Utility Billing DATA CONVERSION/MERGE,Ingenico ISC480 Sig Pad Elavon,Epson Terminal Validation Printer

The following equipment is not covered under QS/1 hardware maintenance. It is covered by the limited manufacturer's warranty only.
Utility Billing DATA CONVERSION/MERGE; ASP Setup Fee

The following equipment is not covered under PUBLIQ hardware maintenance. It is covered by the limited manufacturer's warranty only.
Utility Billing DATA CONVERSION/MERGE; ASP Setup Fee
Agreement to purchase: UTILITY INTERNET PAYMENTS as set fourth in the Exhibit 'A" below. This is an agreement to provide the participating city/county/utility entity with a system to upload unpaid utility data to a website furnished by PUBLIQ. At which time payments can be processed and a payment file returned to the customer via the Internet. Utility bills can be paid over the Internet

by using a credit/debit or ATM card. Credits cards that can be accepted are Visa, Master Card, and Discover. The Service Fee for utility Internet payments is as follows:

Option A
Fee paid by customer

In this option, the Convenience Fee is added to the bill amount and paid by the utility customer at the time of the online transaction. The convenience fee is calculated at a rate of 2.95% for all credit card types.

Option B
Fee paid by Utility

In this model, the participating city/county/utility entity (hereafter, Utility) will enroll as merchants directly with PUBLIQ's credit card service providers (e.g. Globalpayments) under the utility billing programs of Visa and MasterCard. Global will contact the Utility and set a per transaction processing fee for each credit card transaction. This obligation will be directly between the Utility and the service provider. PUBLIQ's participation in the service will be to provide necessary hardware, systems, and infrastructure, to carry and route electronic transaction information, and to provide record creation, maintenance and reporting. For its participation, PUBLIQ will charge the Utility a separate per-transaction fee of $.25 which is independent of the transaction method (e.g. telephone, Internet, point-of-sale). The Utility will therefore realize total fees of the per transaction fee from Global plus a $.25 assessment by PUBLIQ for each credit card transaction.

THE BILL PRESENTMENT FILE
PUBLIQ will provide a system to upload data to the utility payment website. The data transmitted will include account number, name of customer, service address, PCRF (Plant, Cycle, Route, Folio) and total due. It will be the utility districts responsibility to build and transmit this file to the website as needed on daily basis.

BILL PAYMENT FILE
PUBLIQ will provide a system to process the payment file retrieved by the utility district from the PUBLIQ Website. The file will contain the account number and the amount paid. The utility district will be provided with a system that can process this file and update customer accounts with the new payment information. It is the responsibility of the utility district to retrieve and process this file as needed.

UTILITY DISTRICTS RESPONSIBILITIES
The utility district is responsible for properly transmitting the data to the website on a timely basis and receiving and processing the payment data on a timely basis. This includes balancing the payment data from the website to the collections marked on the utility district computer.

CONNECTIVITY
The utility district must provide a high-speed internet connection. If not already available, then PUBLIQ can assist you in obtaining this connectivity.

City of Senoia
PUBLIQ Software
08/12/2019

PROPOSAL FOR CITY OF SENOIA

PREPARED BY: VINCENT TUCCILLO

CITY OF SENOIA
80 MAIN STREET
SENOIA, GA 30276

E X H I B I T A

HARDWARE AND SOFTWARE COSTS

QTY	MODEL	DESCRIPTION	PRICE	EXTENDED	MTHLY MAINT
1	N-DATACONV	Utility Billing DATA CONVERSION/MERGE	$3,000.00	$3,000.00	$0.00
1	G-ISC480/E	Ingenico ISC480 Sig Pad Elavon	$770.00	$770.00	$21.00
1	G-C31CG62034	Epson Terminal Validation Printer	$545.00	$545.00	$17.85
		TOTAL HARDWARE COST...........................		$4,315.00	$38.85

QTY	MODEL	DESCRIPTION	PRICE	EXTENDED	MTHLY MAINT
1	N-TRAINSETUP	ASP Setup Fee	$1,120.00	$1,120.00	$0.00
		TOTAL TRAINING COST...........................		$1,120.00	$0.00
		TOTAL HARDWARE & TRAINING COST...........................		$5,435.00	$38.85

QTY	MODEL	DESCRIPTION	MTHLY ASP
1	F0107	ASP-UTILITY BILLING	$290.00
1	F0001	APAY/GL/BUDGT	$168.00
1	F0104	ASP-PAYROLL	$147.00
1	F0120	ASP-CENTRALIZED COLLECTIONS	$125.00
1	F0033	INTERNET PAYMENTS FOR UTILITY BILLING	$75.00
1	F0121	ASP-BUSINESS LICENSE	$126.00
		TOTAL MONTHLY ASP SOFTWARE COST...........................	$931.00

City of Senoia
PUBLIQ Software
08/12/2019

Terms of Contract

Software prices in this quote are valid for a period of 30 days.

Invoicing

Invoices for this order will be issued according to the Initial Payment Terms shown below. Maintenance invoices will be issued separately. These invoices are due and payable upon receipt. Your account must be paid 15 days from the billing date. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

Investment Totals

Hardware & Installation	$4,315.00
Sales Tax of 0% based on $1315.00	$0.00
Freight	$0.00
Total Hardware (due upon delivery of hardware)	$4,315.00
Total Training (due at start of training per application)	$1,120.00
Total Initial Expenditure (Hardware + Training)	$5,435.00
Annual ASP Service Cost: (12 months @ $931.00/mo.)	$11,172.00
Annual Hardware Maintenance: (12 months @ $38.85 per month)	$466.20
First Year Total Cost	$17,073.20

City of Senoia
PUBLIQ Software
08/12/2019

Maintenance

I. Hardware Maintenance:

A Hardware Maintenance agreement should be considered payable 30 (thirty) days after installation and billed either quarterly or annually thereafter. I understand that if the equipment fails after warranty and a maintenance agreement is not purchased, our agency must issue purchase orders when repairs are needed. Also, my agency will either send the equipment to PUBLIQ Software, South Carolina for repair or request possible service on site on a Time and Materials basis.

II. Software Maintenance:

Software Maintenance is required and is payable 30 (thirty) days after installation and the beginning of training.

Software Licensing

The parties acknowledge and agree that all software-licensing issues for software not produced by PUBLIQ Software are between client and software manufacturer, and PUBLIQ Software is not acting as an agent for any such manufacturers. Client acknowledges that it is their responsibility to know how many licenses are needed for their business and to purchase the legal amount. Client understands and agrees that PUBLIQ Software cannot be held liable in any way for performing work on a client computer that has illegally pirated software. PUBLIQ Software will assist client in determining licensing requirements but any and all such efforts not included in this agreement will be considered in addition to the services herein and will be invoiced separately.

Conversion of Data

Data Conversion Requirements

The following information must be provided by the client from their current vendor for the data files they want converted:

1). Data must be in a 'fixed length' ASCII file format.
2). Data layouts must contain field name, description and position.
3). Sample data of the files to be converted.

City of Senoia
PUBLIQ Software
08/12/2019

Training

PUBLIQ Software takes pride in the proper training of your employees so they may effectively utilize the system. Training will be scheduled by a PUBLIQ Software representative with the designated person from your staff. This Training will take place with a PUBLIQ Software representative either at the customer site or remotely via the internet. This proposal includes training for each software system purchased in accordance with the schedule that follows.

```
Software...................................On-site Days......Remote Hours
ASP-UTILITY BILLING........................0 ........................................12
APAY/GL/BUDGT..............................2 ........................................12
ASP-PAYROLL ...............................0 ........................................10
ASP-CENTRALIZED COLLECTIONS................0 ........................................4
INTERNET PAYMENTS FOR UTILITY BILLING ........................................2
ASP-BUSINESS LICENSE.......................0 ........................................6
Total.....................................2 ........................................46
```

IMPORTANT
- If training exceeds the number of visits specified above, a charge per visit for training will apply.
- It is the responsibility of the customer to have the employee or employees available to be trained at the scheduled training sessions. Cancellation of a scheduled training session requires a minimum of 24 hours advance notice. Failure to notify PUBLIQ Software of a training cancellation in a timely manner will result in the forfeiture of the allotted training visit(s).

City of Senoia
PUBLIQ Software
08/12/2019

Equipment Installation and Setup for City of Senoia

The installation and setup of equipment in the proposed system includes the following:

QS/1 to install: Utility Billing DATA CONVERSION/MERGE,

In addition, the setup of network and testing of all equipment functions, with all computers booting from their hard drives, is included.

Change Orders

Third party delays, incomplete customer task list items, or items not included in this agreement may require a signed additional contract. This may include, but is not limited to, additional engineering services, travel expenses for additional or rescheduled visits, "lost" engineering time, or changes in client objectives. Change order items may cause SDP project management to suspend project implementation due to other prearranged commitments.

Customer Responsibilities

It is the responsibility of the customer to provide a suitable environment for the equipment to be installed. This includes, but is not limited to, proper electrical supply of the correct voltage and proper grounding of electrical components. Additionally, it is the responsibility of the customer to coordinate the dates of installation so as not to interfere with court sessions, special meetings, and other similar occurrences.

City of Senoia
PUBLIQ Software
08/12/2019

Governing Law and Jurisdiction

This agreement and performance hereunder shall be governed by the laws of the State of Georgia. The sole jurisdiction for any legal proceedings under this agreement shall be Georgia.

No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to the Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

Express Warranties, Disclaimers and Damage Limits

(a)   Limited Express Warranty. PUBLIQ Software warrants that it will supply the hardware described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.

(b)   THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABLLILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(c)   Right to Damages Limited. Under no circumstances will PUBLIQ Software be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.

Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by the representatives of both parties with actual authority to bind the parties.

Terms

Payment is due 15 days from billing date. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

Schematic Drawing of Installation Environment
The following is a detailed sketch/copy of the floor plan where equipment is to be installed.

<div style="border: 1px solid black; padding: 10px;">

Legend
Desks, computers, printers, and so forth are indicated by the following:

o	=	Desk	H	=	Host Computer	S	=	Secondary Computer
LP	=	Local Printer	SP	=	System Printer	NP	=	Network Printer
E	=	Ethernet Cable	T	=	Token Ring Cable	M	=	Modem

</div>

City of Senoia
PUBLIQ Software
08/12/2019

Signatures and Initials

Please have the appropriate, authorized person sign one copy of this contract and return it to PUBLIQ Software. Signing this contract indicates that your agency agrees to abide by the statements and terms described in this document.

Hardware Maintenance   Initials
 Yes, I want hardware maintenance on the equipment being purchased.
   Bill us: ❑Quarterly   ❑Annually   _____
 No, I do not want hardware maintenance on the equipment being purchased.
                        _____

ASP Service
   Bill us: ❑Monthly ❑Quarterly ❑Annually
                        _____

ASP Agreement Period and Termination Policy

Client agrees for a period of twelve (12) months from the date of this agreement to pay the monthly ASP charge listed above in Exhibit A. If client chooses to terminate this agreement for any reason before the one year period is up, client agrees to pay the remaining balance of the ASP charge. Upon completion of the twelve month period, client may terminate the contract without penalty at any time. Client will continue to be billed the monthly ASP charge until this contract is terminated in accordance with the terms of the termination clause in the attached license agreement.

Training   _____
I understand and agree with the Training Schedule set out in this contract under Training.   _____

Software
I understand that the software is sold "as is" unless noted previously under Special Notifications   _____

   JM Smith Corporation   City of Senoia
   d/b/a PUBLIQ Software

By: _____ By: _____

Title: _____ Title: _____
Date: _____ Date: _____

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG   # SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (hereinafter "Agreement") is made this 12th day of August, 2019, between J M Smith Corporation d/b/a PUBLIQ Software, (hereinafter referred to interchangeably as "Licensor" and PUBLIQ Software) and City of Senoia (hereinafter "Licensee").

1. RECITALS

J M SMITH CORPORATION, d/b/a PUBLIQ Software, a South Carolina Corporation, is the licensor of the PUBLIQ Software software ASP-UTILITY BILLING, APAY/GL/BUDGT, ASP-PAYROLL, ASP-CENTRALIZED COLLECTIONS, INTERNET PAYMENTS FOR UTILITY BILLING, ASP-BUSINESS LICENSE (hereinafter referred to as the "System"), to be used on the computer equipment as set forth on Exhibit A or such other computer or computers as Licensor may approve in writing.

2. LICENSE

1.1 Grant of License. Licensor grants to Licensee, pursuant to the following terms and conditions, a perpetual non-exclusive, non-transferable license to use Licensor's software and the software user's manual (hereinafter collectively "Software").

1.2 Use of Software by Licensee. The License granted under this Agreement authorizes Licensee to use the Software in machine readable form on a single central processing unit (hereafter "CPU"). Licensee may temporarily transfer the software to backup equipment if the CPU is inoperative and Licensee gives Licensor advance notification of such transfer. The Software shall be used only for Licensee's own business and Licensee shall not permit any parent, subsidiaries, affiliated entities or third parties to use the Software.

3. CONSIDERATION.

In consideration of the forgoing license, Licensee shall pay Licensor the sum set forth on Exhibit A. Any equipment to be provided by Licensor shall be furnished in accordance with the schedule set for on Exhibit A.

4. COPIES.

Licensee shall not copy or duplicate in whole or in part the Software provided under this agreement in computer code form. Licensee may, solely to enable it to use Software, make two archival copies of the Software. Licensee shall have no other right to copy or print, in whole or in part, the Software or the Procedure Manual without the prior approval of the Licensor. All copies made by Licensee are the exclusive property of Licensor.

5. SOFTWARE OWNERSHIP.

4.1 Licensor's Representation. Licensor represents that it is the owner of the Software and all portions thereof.

4.2 Modifications. Only Licensor shall have the right to modify, maintain, enhance or otherwise alter the Software.

4.3 Transfer. Under no circumstances shall Licensee transfer in any manner, in whole or in part, the Software or any copy thereof, without Licensor's prior written consent.

6. TITLE TO SOFTWARE AND CONFIDENTIALITY.

The Software is proprietary to Licensor and title to it remains with Licensor. All applicable rights to trade secrets or any modifications or enhancements made by Licensor or at Licensee's request shall remain with Licensor. Licensee shall not sell, publish, disclose, display or otherwise make available the Software or copies thereof to others. Licensee agrees to secure and protect the Software in a manner consistent with the maintenance of Licensor's rights therein and to take appropriate action by instruction or agreement with its employees, agents or consultants who are permitted access to the Software to satisfy Licensee's obligations hereunder.

7. PATENT AND COPYRIGHT INDEMNIFICATION.

Licensee is neither authorized nor obligated to defend any action brought against the Licensee to the extent that it is based on a claim that the Software used within the scope of the license granted hereunder, infringes a copyright in the United States or a United States patent. Licensor, at its own expense, will defend any action brought against Licensee to the extent it is based on a claim that the Software used within the scope of this agreement infringes any patent, copyright, license, trade secret or any other proprietary right, provided that the Licensor is immediately notified in writing of such a claim. Licensor shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Licensor's prior written approval. Licensor shall have no liability for any claim under this section if a claim for patent, copyright, license or trade secret infringement is based on the use of a superseded or altered version of the Software, if such infringement would have been avoided by the use of the latest unaltered version of the Software available as an update.

8. DELIVERY AND ACCEPTANCE.

Licensor shall deliver the Software at the location designated in Exhibit A. Licensee shall be deemed to have accepted the Software as of the date of the first training session unless another date is specified in Exhibit A.

9. HARDWARE REQUIREMENTS.

Because of compatibility requirements, Licensee agrees that it will use the system only in conjunction with the computer equipment as set forth on the current Exhibit A or such other computer or computers as Licensor may approve in writing.

10. WARRANTY.

10.1 Scope. Licensor warrants that for ninety (90) days after acceptance, the Software will conform to the Software specifications set forth in the PUBLIQ Software System Procedure Manual including, but not limited to, operating performance and compatibility. During the warranty period, Licensor will use its best efforts to correct defects which substantially affect system performance and shall without additional charge, correct system errors, and issue corrected releases to Licensee. After the expiration of the warranty period, Licensor shall provide maintenance for Software if Licensee subscribes to software maintenance service.

10.2 Warranty Limitation. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE DELIVERY, USE AND PERFORMANCE OF THE SOFTWARE.

10.3 Liability Limitation. Licensor shall have no liability with respect to its obligations under the Agreement for consequential, exemplary, or incidental damages even if it has been advised of the possibility of such damages. Licensor's sole liability, including liability arising out of contract, negligence, and strict liability in tort, shall not exceed any amounts paid by Licensee for the Software.

11. RESPONSIBILITIES OF LICENSE.

11.1 Use by Licensee. Licensor has no control over the conditions under which Licensee makes use of the Software and Licensor does not and cannot warrant the results obtained by such use. The Licensee shall be exclusively responsible for the supervision, management and control of its use of the Software, including but not limited to: audit controls and operating methods; establishing adequate backup plans; and implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction.

11.2 Responsibility for Accuracy of Information. Licensee shall remain solely responsible for the accuracy of information obtained from the use of the Software and the use of such information, even if any inaccuracy is due to Software errors or malfunctions. Specifically, and without limitation, Licensee shall remain solely responsible for procedures performed or information provided

to third parties and shall indemnify and hold Licensor harmless from any claim arising there from.

12. TAXES.

Licensee shall, in addition to the other amounts payable under the Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, <u>unless exempt per a tax exempt status</u>.

13. ASSIGNMENT.

The license granted hereby shall terminate automatically upon the sale or transfer by Licensee of all or substantially all of its assets or upon a sale or transfer of a controlling interest (deemed to be 50% or more of the beneficial ownership of Licensee) in Licensee without the prior written consent of Licensor which consent will not be unreasonably withheld.

14. TERMINATION.

Licensor shall have the right to terminate this Agreement and the license granted herein:

(a) Upon ten (10) days written notice in the event the Licensee, its officers, agents, or employees violate any provision of the Agreement; or

(b) In the event Licensee (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute, (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority, or (iv) has wound up or liquidated voluntarily or otherwise.

In event of termination by reason of Licensee's failure to comply with any part of the Agreement, or upon any act which shall give rise to Licensor's right to terminate, Licensor shall have the right at any time to terminate the license and take immediate possession of the Software and all copies wherever located, without demand or notice. Within thirty (30) days after termination of the license, Licensee will return to Licensor the Software in the form provided by Licensor or as modified or, upon request by Licensor, destroy the Software and all copies, and certify in writing that they have been destroyed. Termination under this paragraph shall not relieve Licensee of its obligations regarding confidentiality of the Software.

15. MISCELLANEOUS.

15.1 Complete Agreement. Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms. The parties further agree that this Agreement, including Exhibit A 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 or written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

15.2 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

(a) To Licensor:	PUBLIQ Software Post Office Box 1412 Spartanburg, SC 29304
(b) To Licensee:	City of Senoia 80 Main Street Senoia, GA 30276

15.3 Governing Law and Jurisdiction. The Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.

15.4 Statute of Limitations. No action, regardless of form, arising out of this Agreement may be brought by Licensee more than one (1) year after the cause of action has risen.

15.5 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.

15.6 Severability. If any provision of this Agreement is invalid, illegal or unenforceable under any application statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

15.7 Headings. The headings of the various Paragraphs and Subparagraphs herein are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first above written.

WITNESSES SIGNATURES: LICENSOR: J M SMITH CORPORATION
Licensor   d/b/a PUBLIQ Software

By_____   By:_____

                                                                                      Title:_____
By_____
As to Licensor
WITNESSES SIGNATURES: LICENSEE: City of Senoia
Licensee

By_____
                                                                                      _____
By_____   Debbie Volk (City Clerk)
                                                                                      Title: _____

                                                                                      By:_____

As to Licensee