

VEHICLE STICKER E-PAY SOFTWARE AGREEMENT

THIS AGREEMENT, by and between Third Millennium Associates, Incorporated (TMA), its subsidiaries and assigns, located at 1952 McDowell Road, Naperville, Illinois, 60563, an Illinois corporation, hereinafter referred to as Licensor, and the City of Lombard located at 255 E. Wilson Avenue, Lombard, Illinois 60148, hereinafter called Licensee, WITNESSETH:

WHEREAS, Licensor has certain proprietary rights to the copyrighted software originated by it, (the software), that facilitates the secure internet payment and direct electronic download of City's vehicle sticker payments.

WHEREAS, Licensor will lease such software to Licensee on a non-exclusive basis for use by Licensee only at its premises specified above, for use in Licensee business operations only in association with TMA billing services or Licensee internal billing and mailing, with no right accorded Licensee to relocate, to sublicense or in any other manner to disclose any part of such Software except as permitted hereinafter, all or part of the Software to anyone not a party to this Agreement, including, but not limited to, affiliates, joint venture partners, subcontractors, marketing survey firms or consultants working with or providing support to Licensee;

NOW THEREFORE, for the mutual covenants, considerations and promises as hereinafter set forth, the Licensor and Licensee do hereby agree as follows:

1(a) Licensor hereby grants to Licensee, and Licensee hereby accepts, upon the terms and conditions hereinafter set forth, a non-exclusive, non-assignable license to use the Software for the purposes set forth above in perpetuity, or until Licensee discontinues its use of the Software. Either Licensor or Licensee may terminate this agreement prior to that date only if the other party has received written notice by certified mail, return receipt requested, that it is in default and such default has not been corrected within thirty calendar days after the mailing date of such notice. The return receipt shall be conclusive proof of the delivery of such notice of default.

(b) (1) The Licensee shall pay a vehicle sticker e-pay software license fee to Licensor of \$1,495 at the execution of this agreement. No portion of which shall be refundable.

(2) The Licensee shall pay an annual Software maintenance fee to the Licensor of \$495 at the execution of this agreement and annually thereafter, no portion of which shall be refundable. Licensor shall provide its services for maintaining and providing common usage upgrades to the Software, such fee to be adjusted by TMA, at its option at annual intervals. However, in no event shall the increase in the annual fee exceed the Chicago area CPI as published by J.P. Morgan-Chase. Failure to use the services of TMA for such maintenance and upgrading shall result, at the option of Licensor, in an immediate termination of this Agreement and result in a return of the Software to Licensor.

(3) The Licensee shall pay a monthly server fee of \$300 during vehicle season and \$150 during the non-vehicle season. Licensee shall be charged 45 cents per vehicle sticker purchase. Server fees may be adjusted annually using the same CPI calculations as stated herein in paragraph 1(b)(2).

(4) The Licensee shall pay Matrix Payment Systems, Inc. the associated and customary internet processing fees as agreed between the Licensee and Matrix Payment Systems

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(c) The non-universal updating and improvement of the Software for the specific and exclusive uses of the Licensee shall be performed exclusively by the Licensor. The costs of such services are not included in the license fee designated hereinbefore at paragraph 1 (b)(1) or maintenance fee 1 (b) (2) and shall be charged to, and paid for, by the Licensee.

3(a) Licensee affirms that the proprietary information that comprises the Software licensed under this agreement is the sole and exclusive property of the Licensor.

3(b) Information within the Software shall not be considered proprietary or subject to confidentiality protection if it:

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- (3) Is released by written permission given by Licensor; or
- (4) Has been developed by Licensee independent of any assistance from Licensor.

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5(a) Licensor warrants that the software licensed hereunder will be free from defects in material and workmanship; and that such Software will be fit for the ordinary purposes for which such software is used; and that Licensor has a good title to such software.

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(b) (1) Licensor must be notified of any malfunction of the Software by written notice to the address specified at paragraph 8.

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6. This license shall be governed under the laws of the State of Illinois.

7. Neither Licensor nor Licensee shall be responsible for failure to fulfill their obligations under this license due to circumstances or causes beyond their control.

8. Any notices necessary hereunder shall be in writing and sent certified mail to Licensee at 255 E. Wilson Avenue, Lombard, Illinois 60148 or to Licensor at 1952 McDowell Road, Suite 300, Naperville, Illinois 60563, or such new address as Licensor may designate, return receipt requested.

9. This instrument constitutes the entire agreement between Licensor and Licensee, and any changes hereto must be made in writing, agreed to between both Licensor and Licensee.

Witness our hands and seals this _____ day of _____, 2009.

Third Millennium Associates, Inc.

City of Lombard, Illinois

Licenser

Licensee

By *Yann Seach*
Authorized Signature

By *Timothy Sexta*
Authorized Signature

Title *President*

Title *Director of Finance*