



BENEWISE "PREMIUM" VERSION LICENSE AGREEMENT RENEWAL

This **License Agreement Renewal**, ("License Agreement") as dated below, by and between **Infinity Software Solutions, Inc.**, ("LICENSOR") an Arizona corporation providing the BeneWise platform for Brown & Brown, Inc. and **Sumter County Board of County Commissioners** ("LICENSEE"), establishes a license for LICENSEE to use LICENSOR'S product, the BeneWise "Premium" Version ("Product"). LICENSOR hereby grants to LICENSEE a nonexclusive, nontransferable, limited license to use the Product for a term of twelve (12) months and 10 days ("License Period") from the date of this License Agreement Renewal.

TERM

The term of this Renewal shall be effective September 20, 2010, through September 30, 2011. If the parties wish to renew the Agreement for another period of 12 months, mutual written notices of intent to renew will be exchanged on or before August 31, 2011. LICENSEE or LICENSOR must give the other party at least 30 days written e-mail notice of termination prior to the Anniversary date of the License Agreement Renewal. If providing notice to LICENSOR, Electronic Written notice must be provided through Electronic Mail (Email) and should be addressed to sales@infinity-ss.com with the words "account renewal" or "account cancellation" in the subject line.

PARTICIPANT

"Participant" means those employees of LICENSEE loaded into the system that meet the following requirements: 1) Any employee currently (current as of the date of billing) enrolled in one or more benefits configured within the system, 2) Any employee not currently enrolled in one or more benefits, but with an "Active" account in the system (i.e. able to access the Employee Portal), 3) Any employee not currently enrolled in one or more benefits, but that has accessed the system in the last 30 days or 4) Any employee record that has been updated, whether by an employee or administrator in the last 30 days.

BILLING / PRICING

Charges will be applied on the 15th of each month and be for one month in advance plus any usage of the Product before the 15th of the initial month's usage. LICENSEE shall be charged a per-employee-per-month fee attached hereto as Attachment A. LICENSEE shall be charged a customization fee attached hereto as Attachment B. LICENSEE will be provided at least 30 days notice of any future price increase.

LATE FEES

If LICENSEE does not remit payment on a timely basis, LICENSOR may charge a late fee of \$100 per month plus 5% of any amounts due on a monthly basis. Waiver of these fees are at the sole and absolute discretion of LICENSOR. Any past waivers, whether express or through practice, shall not inhibit the LICENSOR's right to charge late fees in the event a payment is delinquent.

SYSTEM DOCUMENTATION / SUPPORT

Both on-line "Help" and User Guides for the Product are available for LICENSEE. Customer Support is also available through the Product and by e-mail directly to LICENSEE'S assigned Customer Support Representative.

WARRANTIES AND LIMITATIONS OF LIABILITY

The Product is provided to LICENSEE on a strictly **AS IS** basis, and LICENSOR and its suppliers make no warranties, expressed or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose, relating to the Product during the License Period. Further, LICENSEE understands and agrees that LICENSOR and its vendors will have absolutely no liability of any kind for any loss, costs or damages resulting from LICENSOR'S use of the Product during this License Period or thereafter.

COMPLAINTS FOR NON-PERFORMANCE TO BE IN WRITING, LICENSOR HAS OPPORTUNITY TO CURE

Any complaints for Non-Performance of any kind on the part of LICENSOR must be made through Electronic Written notice provided through Electronic Mail (Email) and should be addressed to sales@infinity-ss.com with



the words "complaint for non-performance" in the subject line. Reasonable complaints shall be dealt with promptly with responses sent in writing within thirty (30) days. LICENSOR reserves the right, in its sole and absolute discretion, to determine whether a complaint is reasonable or whether it is outside of the scope of this or other Agreements.

PROPRIETARY RIGHTS AND PROVISIONS

The Product contains Confidential Information proprietary to LICENSOR. "Confidential Information" means information including, but not limited to, the program structure, logic, data structures, design, processes, procedures, formula and algorithms contained in the ordered set of instructions, which together constitute the Product, any documentation (excluding manuals or information that are publicly available but including this Agreement), and any other information marked as Confidential or Proprietary.

LICENSEE shall use the Product only for the purposes set forth herein. Title to and ownership of the Product and all portions thereof and all applicable rights in patents, copyrights and trade secrets in the Product shall remain exclusively with LICENSOR. The License Agreement does not constitute a sale of LICENSOR'S proprietary data and computer programs provided to LICENSEE.

LICENSEE shall use reasonable care to prevent unauthorized disclosure, use, reproduction, or distribution of the Product. Except as set forth herein or as may be permitted in writing by LICENSOR. LICENSEE shall not provide or otherwise make available the Product or any part or copies thereof to any third party. LICENSEE shall not seek to discover any LICENSOR Confidential Information by reverse engineering, decompiling, or disassembling the Product, or any portion thereof, nor otherwise attempt to create access or derive the source code.

LICENSEE shall not alter or delete any copyright or trademark notice, trade name, or other markings, which identify LICENSOR'S proprietary rights and interests.

This License Agreement Renewal is subject to all US laws and regulations relating to exports and to all administrative acts of the US Government pursuant to such laws and regulations. Export, re-export or transshipment of the Product or any other technical data licensed under this License Agreement, or the derivative products thereof, is contingent upon prior written authorization from LICENSOR and compliance with all necessary US Government approvals and Licenses. LICENSEE'S obligation of confidentiality hereunder will survive the expiration of the License Period.

TERMINATION

Upon termination of this License Agreement Renewal and receipt by LICENSOR of payment for all amounts due it hereunder, LICENSOR may make available (upon written request by LICENSEE) to LICENSEE all pertinent data, reports, and files, ownership of which shall remain at all times with LICENSEE provided, however, that nothing herein shall be construed to require LICENSOR to give to LICENSEE and/or LICENSEE'S clients any proprietary software belonging to LICENSOR which was used by LICENSEE.. Preparation and delivery of such data, reports, and files may be additional services. Therefore, the time required to provide such services may be charged to LICENSEE at LICENSOR'S then current consulting fee per hour.

EXCLUSIONS OF OTHER REMEDIES

IN NO EVENT WILL LICENSOR BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, ECONOMIC COVER OR CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES RELATING TO LOSS OF PROFITS, GOODWILL, OR DATA), WITHOUT REGARD TO THE LEGAL THOERY OF SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATED TO THE ADMINISTRATIVE SERVICES. IN NO CASE SHALL LICENSOR'S LIABILITY FOR ACTUAL DAMAGES UNDER THIS AGREEMENT EXCEED THE ONGOING FEES (WHICH SHALL NOT BE DEEMED TO INCLUDE ANY SETUP FEES) PAID UNDER THIS AGREEMENT DURING THE TWO WEEK PERIOD PRIOR TO THE MONTH GIVING RISE TO SUCH LIABILITY. THE PARTIES ACKNOWLEDGE THAT LICENSOR HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND DISCLAIMER OF WARRANTIES, AND DAMAGES SET FORTH IN THIS AGREEMENT AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.



INDEPENDENT CONTRACTOR; SERVICE PROVIDER

Nothing in this agreement is intended or shall be construed to give LICENSOR discretionary authority or discretionary responsibility in the administration of the LICENSEE’s HR Program(s). The relationship of LICENSOR (or any of its officers, directors, or employees) to LICENSEE (or any of its officers, directors, or employees) is intended to be only that of an independent contractor and service provider and not a joint venture partnership, trust, fiduciary, or other similar relationship.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement or the breach thereof, will be settled by arbitration in Phoenix, Arizona, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, using three arbitrators, and judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. Any legal or financial services required to resolve any controversy or claim relating to this Agreement shall be paid for by the losing party.

GENERAL

This License Agreement Renewal sets forth the entire understanding between the parties with respect to the matters set forth herein and supersedes all prior representations, understandings, or agreements, whether written or oral, express or implied, with respect to this License Agreement.

This License Agreement Renewal is governed by the laws of the State of Florida, U.S.A., other than those provisions of Florida law governing conflicting of laws. Should any provision of this License Agreement be invalid, ineffective, or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effective and shall in no way be affected, impaired, or invalidated.

Should LICENSOR waive or otherwise refrain from enforcing any of its rights under this Agreement, that action or inaction, shall in no way limit LICENSOR’s ability to enforce any and all rights under the contract.

EFFECTIVE AGREEMENT

The LICENSEE acknowledges reading this License Agreement Renewal and agrees that it is the complete and exclusive statement of the agreement between the parties, and supersedes all prior proposals and understandings, oral or written, relating to the subject matter of this License Agreement Renewal.

ACCEPTED:

LICENSEE:

Sumter County BOCC

Company

Doug Gilpin

Printed Name

Signature

Chairman

Title

September 28, 2010

Date

LICENSOR:

Infinity Software Solutions, Inc.

Company

Printed Name

Signature

Title

Date



Attachment A

Per-Employee-Per-Month Fee: \$1.60 (U.S. Dollars)

Implementation Fee: \$0 (U.S. Dollars)

Additional Data Distribution Setup Fee: \$750 (U.S. Dollars)

Product Training

Licensor will provide LICENSEE with a total of eight (8) hours of Product training comprised of (4) four hours of initial Product training and an additional (4) four hours of follow up training within 60 days of implementation. This training may be performed either on-line or at LICENSEE's location. Initial Product training (excluding travel) is included in the Implementation Fee. Additional Training may be purchased at a cost of \$120.00 per hour and will be invoiced separately. Any travel or living expenses required by LICENSOR to perform Product training will be pre-approved by and paid for by LICENSEE. Product training will be invoiced prior to the start date of training and will be due within 30 days of date of invoice.

Attachment B

CONFIGURATION AND CUSTOMIZATION

Definitions:

Configuration: *The way in which the Product is set-up using the tools available within the current version of the Product in order to meet user needs.*

Customization: *To modify and/or enhance the Product beyond its current capabilities to the unique specifications of the user.*

Configuration

The Product provides a considerable amount of configuration options to support varying needs. During the beginning stages of the implementation process, LICENSEE is responsible for communicating configuration preferences to LICENSOR. These configuration preferences will be incorporated into the installation. Thereafter, LICNESEE may modify its configuration preferences on its own or ask LICENSOR to make subsequent configuration changes.

Examples of “configurations” include:

- Establishing Administrators with unique permissions,
- Inputting specific employee benefit configurations,
- Generating carrier/payroll export and import files (Premium Version, not Professional Version),
- Turning on or off any module, and
- Setting up the Product to reflect any other preference available in the existing version of the Product.

Customization

Customization requests must be communicated from LICENSEE to LICENSOR in a Statement of Work (SOW). Upon receiving the SOW, the InfinityHR development team will provide an estimated completion date and update the client until the SOW is completed. Thereafter, customization may be requested through new SOWs and priced based on InfinityHR’s development billing rate (currently \$100 per hour).

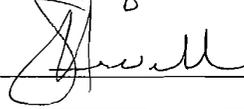
Examples of “customizations” include:

- Changing the look/feel of certain modules (e.g., specific time/attendance look/feel),
- Building a new report that is not an existing one-click/standard report, and
- Programming the Product to reflect any other preference that is not available in the existing Product.

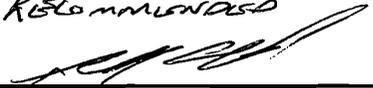
DIVISION RECOMMENDATION:

APPROVE AS REQUESTED

DIVISION DIRECTOR SIGNATURE:



COUNTY ADMINISTRATOR RECOMMENDED ACTION: AS RECOMMENDED



ACTION TAKEN BY THE BOARD:

DATE:



APR 14 2009

benwise attachment A (00135154).DOC
benwise agreement (00135144).DOC

APPROVED



BENEWISE "PREMIUM" VERSION LICENSE AGREEMENT

This **License Agreement**, ("License Agreement") as dated below, by and between **Infinity Software Solutions, Inc.**, ("LICENSOR") an Arizona corporation providing the BeneWise platform for Brown & Brown, Inc. and LICENSEE (company, organization, individual or individual acting for a company or organization) ("LICENSEE"), establishes a license for LICENSEE to use LICENSOR'S product, the BeneWise "Premium" Version ("Product"). LICENSOR hereby grants to LICENSEE a nonexclusive, nontransferable, limited license to use the Product for a term of twelve (12) months ("License Period") from the date of this License Agreement.

TERM

The initial term of this Agreement shall be effective April 14, 2009 and shall terminate on September 20, 2010. If the parties wish to renew this Agreement, mutual written notices of intent to renew, for a period not to exceed 12 months, will be exchanged on or before August 20, 2010. If providing notice to LICENSOR, Electronic Written notice must be provided through Electronic Mail (Email) and should be addressed to sales@infinity-ss.com with the words "account cancellation" in the subject line. Written Renewal notice to Licensee shall be provided to the County Administrator via email or letterhead correspondence.

PARTICIPANT

"Participant" means those employees of LICENSEE loaded into the system that meet the following requirements: 1) Any employee currently (current as of the date of billing) enrolled in one or more benefits configured within the system, 2) Any employee not currently enrolled in one or more benefits, but with an "Active" account in the system (i.e. able to access the Employee Portal), 3) Any employee not currently enrolled in one or more benefits, but that has accessed the system in the last 30 days or 4) Any employee record that has been updated, whether by an employee or administrator in the last 30 days.

BILLING / PRICING

Charges will be applied on the 15th of each month and be for one month in advance plus any usage of the Product before the 15th of the initial month's usage. LICENSEE shall be charged a per-employee-per-month fee attached hereto as Attachment A. LICENSEE may also be charged an Implementation Fee attached hereto as Attachment A. The Implementation Fee shall be due immediately upon signing of this Agreement. The initial billing shall commence either after the completion of the initial Product training or 60 days following the signing of this Agreement, whichever comes first. LICENSEE will be provided at least 30 days notice of any future price increase.

DATA DISTRIBUTION SETUP

All fees related to data distribution and setup are hereby waived by licensor.

SYSTEM DOCUMENTATION / SUPPORT

Both on-line "Help" and User Guides for the Product are available for LICENSEE. Customer Support is also available through the Product and by e-mail directly to LICENSEE'S assigned Customer Support Representative.

WARRANTIES AND LIMITATIONS OF LIABILITY

The Product is provided to LICENSEE on a strictly **AS IS** basis, and LICENSOR and its suppliers make no warranties, expressed or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose, relating to the Product during the License Period. Further, LICENSEE understands and agrees that LICENSOR and its vendors will have absolutely no liability of any kind for any loss, costs or damages resulting from LICENSOR'S use of the Product during this License Period or thereafter.

PROPRIETARY RIGHTS AND PROVISIONS

The Product contains Confidential Information proprietary to LICENSOR. "Confidential Information" means information including, but not limited to, the program structure, logic, data structures, design, processes,



procedures, formula and algorithms contained in the ordered set of instructions, which together constitute the Product, any documentation (excluding manuals or information that are publicly available but including this Agreement), and any other information marked as Confidential or Proprietary.

LICENSEE shall use the Product only for the purposes set forth herein. Title to and ownership of the Product and all portions thereof and all applicable rights in patents, copyrights and trade secrets in the Product shall remain exclusively with LICENSOR. The License Agreement does not constitute a sale of LICENSOR'S proprietary data and computer programs provided to LICENSEE.

LICENSEE shall use reasonable care to prevent unauthorized disclosure, use, reproduction, or distribution of the Product. Except as set forth herein or as may be permitted in writing by LICENSOR. LICENSEE shall not provide or otherwise make available the Product or any part or copies thereof to any third party. LICENSEE shall not seek to discover any LICENSOR Confidential Information by reverse engineering, decompiling, or disassembling the Product, or any portion thereof, nor otherwise attempt to create access or derive the source code.

LICENSEE shall not alter or delete any copyright or trademark notice, trade name, or other markings, which identify LICENSOR'S proprietary rights and interests.

This License Agreement is subject to all US laws and regulations relating to exports and to all administrative acts of the US Government pursuant to such laws and regulations. Export, re-export or transshipment of the Product or any other technical data licensed under this License Agreement, or the derivative products thereof, is contingent upon prior written authorization from LICENSOR and compliance with all necessary US Government approvals and Licenses. LICENSEE's obligation of confidentiality hereunder will survive the expiration of the License Period.

TERMINATION

Upon termination of this License Agreement and receipt by LICENSOR of payment for all amounts due it hereunder, LICENSOR shall make available for LICENSEE's permanent possession (upon request by LICENSEE) to LICENSEE all pertinent data, reports, and files, ownership of which shall remain at all times with LICENSEE provided, however, that nothing herein shall be construed to require LICENSOR to give to LICENSEE and/or LICENSEE'S clients any proprietary software belonging to LICENSOR which was used by LICENSEE.. Preparation and delivery of such data, reports, and files may be additional services. Therefore, the time required to provide such services may be charged to LICENSEE at LICENSOR'S then current consulting fee per hour.

INDEPENDENT CONTRACTOR; SERVICE PROVIDER

Nothing in this agreement is intended or shall be construed to give LICENSOR discretionary authority or discretionary responsibility in the administration of the LICENSEE's HR Program(s). The relationship of LICENSOR (or any of its officers, directors, or employees) to LICENSEE (or any of its officers, directors, or employees) is intended to be only that of an independent contractor and service provider and not a joint venture partnership, trust, fiduciary, or other similar relationship.

Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement or the breach thereof will be litigated in a court of competent jurisdiction only in Sumter County, Florida.

GENERAL

This License Agreement sets forth the entire understanding between the parties with respect to the matters set forth herein and supersedes all prior representations, understandings, or agreements, whether written or oral, express or implied, with respect to this License Agreement.

This License Agreement is governed by the laws of the State of Florida, U.S.A., Should any provision of this License Agreement be invalid, ineffective, or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effective and shall in no way be affected, impaired, or invalidated.



EFFECTIVE AGREEMENT

The LICENSEE acknowledges reading this License Agreement and agrees that it is the complete and exclusive statement of the agreement between the parties, and supersedes all prior proposals and understandings, oral or written, relating to the subject matter of this License Agreement.

DISCLOSURES

BeneWise® is an online enrollment and benefit administration system that is wholly owned by Brown & Brown, Inc. If you choose to accept the services provided by BeneWise®, Brown & Brown may receive compensation for providing such services

BeneWise® has contracted with Infinity Software Solutions, Inc. to provide web hosting and billing services. Infinity Software Solutions, Inc. is not owned in whole or part by Brown & Brown, Inc. The compensation received by Infinity Software Solutions, Inc. for the services it provides are based upon a fee charged per person. By utilizing the online BeneWise® system, you acknowledge and agree that Brown & Brown, Inc., its subsidiaries and affiliates, are not responsible for the availability or unavailability of such web hosted services. You further acknowledge and agree that Brown & Brown shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any services provided by Infinity Software Solutions, Inc.



ACCEPTED:

LICENSEE:

Sumter County

Company

[Signature]

Signature

CHAIRMAN

Title

6002 7 1 APR 14 2009

Date

LICENSOR:

Infinity Software Solutions, Inc.

Company

[Signature]

Signature

Agent

Title

6/15/09

Date



Attachment A

Per-Employee-Per-Month Fee: \$1.60 (U.S. Dollars)

Billing will begin once initial set-up is complete and we are ready to go live.

Implementation Fee: Waived (U.S. Dollars)

Additional Data Distribution Setup Fee: Waived (U.S. Dollars)

As part of the Implementation/Setup process LICENSOR will also prepare a Product Implementation Schedule for LICENSEE. The start and completion dates for the Product Implementation, as well as definitions of tasks and responsibilities, will also be described within this Schedule.

Product Training

LICENSOR will provide LICENSEE with a total of eight (8) hours of Product training comprised of (4) four hours of initial Product training and an additional (4) four hours of follow up training within 60 days of implementation. This training may be performed either on-line or at LICENSEE's location. Initial Product training (excluding travel) shall be provided at no charge.