MUNICITY
Software Consulting Associates

SOFTWARE LICENSE AND SERVICE AGREEMENT

THIS SOFTWARE LICENSE and SERVICE AGREEMENT entered into this 17th day of May, 2016, by and between SOFTWARE CONSULTING ASSOCIATES, INC., with principal offices at 54 Elizabeth Street, Suite 17, Red Hook, New York, 12571, (hereinafter "SCA") and the Town of Canton, CT, municipal corporations with principal offices at 4 Market St., Collinsville, CT 06022, hereinafter "MUNICIPALITY").

RECITALS

WHEREAS, SCA is in the business of designing, selling and servicing computer software for use by municipal governments and in connection therewith has developed various municipal software products (hereinafter "MUNICITY SOFTWARE") as described in SCA's Software Proposal Overview (hereinafter "PROPOSAL") dated April 5th , 2016 to the MUNICIPALITY").

WHEREAS, the MUNICIPALITY. desires to obtain a license to use this software program pursuant to the terms contained in this Agreement and to thereafter have SCA service, and provide consulting for, this program.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing the parties agree as follows:

1. GRANT OF LICENSE - SCA hereby grants, and the MUNICIPALITY accepts, a non-exclusive, nontransferable right and license to the use of the MUNICITY SOFTWARE within the United States. This license is for web-based software intended to run via a web-browser (such as Internet Explorer, Mozilla Firefox, or Google Chrome. SCA will provide the MUNICIPALITY a list of approved web-browser and versions) on any computer connected to the Internet via a broad-band connection. These computers are to be purchased and installed by the MUNICIPALITY"). The MUNICIPALITY shall not otherwise attempt to copy, sell, lease, transfer or assign any of the software without the express written consent of SCA.

2. LICENSE FEES – The MUNICIPALITY shall pay SCA the following:

Software

Municity 5 – Bundled (includes Municity 5, DPW and Mobile – unlimited users)

Initial Licensing	$ 0
Data Conversion	$ 0

Implementation	$	3,500
Annual Maintenance Support and Hosting	$	7,184
Total for Municity 5	$	10,684

Municity Mobile

Initial Setup	Included
Initial License/PER USER – ($500/user)	Included
Maintenance/Hosting/PER USER – ($200/user)	Included
Total for Municity Mobile	Included

CRCOG Fees

Implementation Fee	$	1,000
Administrative Fee (15% of maintenance, up to $1,000)	$	1,000
Total for CRCOG	$	2,000

Total Software Costs	$	**12,684**

Payment of this sum shall constitute payment in full for the software license and rights herein specified in perpetuity.

- $4,186 - 33% – Upon signing of contract.

- $4,186 - 33% - After initial data conversion, installation, setup and training of software.

- $4,312 - 34% - 30 Days after successful installation and acceptance of software.

Service costs in subsequent years for each system as documented in Paragraph 3 will be due on the anniversary date of the installation of the software product.

4. SERVICE AGREEMENT - The parties agree and acknowledge to an annual maintenance, support and hosting fees will be broken down as follows:

Municity 5
Annual Maintenance Support and Hosting	*$ 7,184*

Municity Mobile
Maintenance/Hosting/PER USER – ($200/user)	*Included*

CRCOG Fees
Administrative Fee (15% of maintenance, up to $1,000)	*$ 1,000*
Total Annual Maintenance, Support and Hosting	**$ 8,184**

Annual Maintenance and Hosting fees are fixed for the initial term of the contract (until June 30, 2021).

After the initial term, SCA may raise the annual support contract by 3% or the previous year's Cost of Living Adjustment (COLA) to a maximum of 5%, whichever is greater.

Annual Maintenance and Hosting will be charged on a fiscal year basis (July 1 to June 30) and prorated when implementation begins in the middle of the fiscal year.

When SCA's CRCOG Online Permitting group reaches 10 municipalities, annual maintenance and hosting fees will be reduced by 10% the following fiscal year for all municipalities.

When SCA's CRCOG Online Permitting group reaches 20 municipalities, annual maintenance and hosting fees will be reduced by 20% the following fiscal year for all municipalities.

The software Maintenance, Support and Hosting includes the following:

(a)   Identify and resolve all software problems caused by the MUNICITY SOFTWARE listed above.

(b) For hardware and other software problems, provide problem determination services, in compliance with Paragraph 5 (d).

(c) Provide procedural advice, and general consulting services as required by the Client.

(d) All of the above services will be provided as quickly as possible after notification of a problem by the user, with an objective of providing an initial response to any problem within four hours.   Support will be provided by telephone, Internet, or via on-site visit if required.

(e) Specifically SCA agrees to provide whatever assistance is necessary for successful operation of the software. This includes unlimited phone and internet support and on-site support, training and assistance, if required.

(F) Backups.   SCA will backup up all data relevant the MUNICIPALITY, MUNICITY SOFTWARE System, including but not limited to; data (Microsoft SQL Server databases) and content (pictures, documents, etc.) nightly to a secure location. If MUNICIPALITY wished to house the backup data at a location of their choosing, SCA will assist with that effort, but reserves the right to charge a standard maintenance fee for configuration and monitoring of said system.

5. MODIFICATION, MAINTENANCE, ETC. OF APPLICATION SOFTWARE

(a) SCA will service and maintain the MUNICITY SOFTWARE.

(b) SCA shall inform the MUNICIPALITY of all major systems enhancements as developed. Those enhancements which are developed free of charge for all SCA customers will be made available as normal software updates. It is possible that in the future SCA will develop special optional features which can be purchased from SCA at the customer's discretion. SCA agrees to sell such enhancements to the MUNICIPALITY if the MUNICIPALITY elects to purchase one or more of these options.

6. WARRANTY - SCA will not be liable for any loss of profits or for any claim or demand against the MUNICIPALITY by any other parties except a claim for patent or copyright infringement as provided herein. SCA warrants to MUNICIPALITY that:

(a) The application software supplied under this Agreement will operate on the MUNICIPALITY's computers connected to the Internet via a broadband connection running approved web-browser software.

(b) However, the parties recognize that no software system can be guaranteed to be 100% error free and it is recognized and acknowledged that problems may arise after installation. SCA shall provide the necessary services to correct such problems pursuant to the terms of the Service Maintenance Agreement contained in Paragraph 3 of this contract.

(c) In no event shall SCA be liable for consequential damages even if SCA has been advised of the possibility of such damages.

(d) SCA does not assume responsibility for problems caused by hardware or software programs from other vendors, or problems caused by the negligence of others which may require both troubleshooting and proper restoration of files and programs to a running state. SCA is available for support in these matters at our normal rate (currently $110/hour).

(e) The warranty provided for above is expressly contingent on proper use and application of software and does not apply if the software is modified or adjusted by anyone other than SCA's authorized representatives. Said warranty shall not apply if the modification, adjustment or replacement of the software is required wholly or partially because of accident, neglect or improper operation conditions. In addition, the warranty shall not cover malfunctions caused by defects in the MUNICIPALITY's associated equipment, software, terminals, or networks.

7. PATENT AND COPYRIGHT INDEMNIFICATION - SCA represents that it is the sole author of the SCA MUNICITY SOFTWARE product and knows of no competing claims by any other persons or entities of a proprietary interest or right in said software. SCA agrees to defend indemnify and hold harmless the MUNICIPALITY for any damages sustained by the MUNICIPALITY as a result of any successful claim brought against the MUNICIPALITY alleging that a program licensed pursuant to this Agreement infringes a copyright in the United States or United States patent, the MUNICIPALITY shall notify SCA, as soon as practicable, in writing, of any such claim and SCA shall be given the opportunity to fully participate in the

defense of such action. In the event the MUNICIPALITY, as a result of a dispute regarding a proprietary right in the software, is required to cease using the software (other than by reason of a temporary restraining order), SCA shall either (i) modify the software so that the MUNICIPALITY's use hereunder ceases to be infringing or multiple, or (ii) procure for the MUNICIPALITY the right to continue using the software. If, after reasonable efforts, SCA is unable to achieve either (i) or (ii) above, either party shall have the right to terminate this Agreement upon ten (10) days written notice to the other.

8. CANCELLATION: The MUNICIPALITY can cancel this agreement upon 30 days written notice. All fees paid by the Municipality in advance shall be reimbursed on a pro-rata basis.

9. GENERAL PROVISIONS

(a) Data Ownership – All data specific to the MUNICIPALITY such as parcel data, permits, inspections, violations, etc. as well as documents, pictures or other electronic files that have been uploaded by the MUNICIPALITY are the sole property of the MUNICIPALITY and will not be sold or made available by SCA to any third party without the express written consent of the MUNICIPALITY. SCA, however, reserves the right to utilize the MUNICIPALITY data for the purposes of training, debugging, technical support, or software demonstrations to other municipalities.

(b) Unenforceable Terms - In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of the Agreement shall be valid and enforceable according to its terms.

(c) Governing Law - The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Connecticut. Neither party shall be deemed to be the author of this Agreement.

(d) Entire Agreement - This Agreement, together with its exhibits, constitute the entire understanding and agreement between the parties and there shall be no modifications, alterations or changes in the absence of a writing signed by both parties.

(e) Headings - The subject headings of the various paragraphs are for purposes of convenience only and shall not be take into consideration in interpreting the provisions of the Agreement.

(f) Counterparts - This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument.

(g) Binding Effect - This Agreement shall be binding on and shall inure to the benefit of the parties, their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

SOFTWARE CONSULTING ASSOCIATES, INC.

By: _____

Its: _____President_____

Town of Canton, CT

By: _____

Its: _Chief Administrative Officer_____