

Agreement for Information Technology Products and Services

Conduent Enterprise Solutions, LLC
Town of East Montpelier, Vermont

This agreement for information technology products and services (“Agreement”) is entered into by and between **Conduent Enterprise Solutions, LLC**, 8600 Harry Hines Blvd., Dallas, TX 75235 (“Conduent”), and the **Town of East Montpelier**, a government entity in the State of Vermont (“Client”), 40 Kelton Road, East Montpelier, VT 05651. Conduent and Client (each individually a “party” and collectively the “parties”) agree as follows:

- 1. SERVICES** Conduent agrees to provide to Client the information technology products, software, and related materials (“System”) and perform for Client the services (“Services”) described in the Statement of Work, which is attached to and incorporated by reference in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.
- 2. TERM** This Agreement will become effective on May 8, 2018 (“Effective Date”) and shall continue through May 7, 2023 unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement (“Term”). At the end of the Term, the parties may agree in writing to extend this Agreement for an additional five (5) year period (“Extended Term”), subject to the termination provisions of this Agreement. At the end of the Extended Term, the parties may extend this Agreement by written amendment for an additional five (5) year period (also “Extended Term”), subject to the termination provisions of this Agreement.
- 3. PAYMENT** Client agrees to pay Conduent for the System and Services in accordance with the payment provisions set forth in Schedule A. Conduent shall submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.
- 4. EXPENSES** Specific types of expenses that will be reimbursed by Client are listed in Schedule A. Conduent will bear sole responsibility for all other expenses incurred in connection with the delivery of the System and performance of the Services. Expenses will be listed in each invoice. Upon request, Conduent will provide receipts or other reasonable documentation.
- 5. TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Conduent may be considered a limited agent of Client for the sole purpose of purchasing goods or services on behalf of Client without payment of taxes from which Client is exempt. If Conduent is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Conduent for payment of those taxes.
- 6. DELIVERY AND ACCEPTANCE** Conduent will arrange for delivery of appropriate System components to the Client installation site(s), as set forth in Schedule A. Shipment of hardware shall be F.O.B. to the receiving point at each installation site. Conduent will pay reasonable transportation and insurance charges for hardware delivered to the receiving point at each installation site. All requirements for acceptance and testing of the System or any System components shall be set forth in Schedule A. Client agrees to provide Conduent with reasonable access to Client facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required.

7. CONFIDENTIALITY With respect to information relating to Client’s business which is confidential and clearly designated as confidential or proprietary (“Client Confidential Information”), Conduent will instruct Conduent personnel to keep that information confidential by using the same degree of care and discretion that is used with similar Conduent information that Conduent regards as confidential. However, Conduent shall not be required to keep confidential any information that: (i) is or becomes publicly available; (ii) is already lawfully possessed by Conduent; (iii) is independently developed by Conduent outside the scope of this Agreement and without any reliance on Client Confidential Information; or (iv) is rightfully obtained from third parties. Conduent shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Conduent in the course of providing the Services.

8. CONDUENT PROPRIETARY INFORMATION Client agrees that Conduent methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Conduent, which may be disclosed to the Client, are confidential and proprietary information (“Conduent Confidential Information”). With respect to Conduent Confidential Information, the Client shall keep that information confidential by using the same degree of care and discretion that it uses with similar Client information that Client regards as confidential, but in any event no less than a reasonable degree of care. Client shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already lawfully possessed by Client; (iii) is independently developed by the Client outside the scope of this Agreement and without any reliance on Conduent Confidential Information; or (iv) is rightfully obtained from third parties.

9. USE OF CONFIDENTIAL INFORMATION Conduent and Client shall use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and shall not disclose confidential information to any third party, other than as set forth in this Agreement, or to the employees of the other party, Conduent subcontractors, or permitted consultants engaged by the Client without the other party’s prior written consent.

10. SYSTEM OWNERSHIP AND USE RIGHTS The System provided under this Agreement includes technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Client or developed, conceived, or acquired by Conduent, Conduent employees, or by the authorized agents or subcontractors of Conduent as a part of the Services, including derivative works (individually and collectively “Conduent Intellectual Property”). The Services shall not be considered a “work for hire” under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Conduent Intellectual Property shall vest solely in Conduent. Client understands and agrees that all Conduent Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of Conduent. The provisions of this Section shall survive termination of this Agreement.

11. OWNERSHIP, USE, AND RETURN OF DATA All information, records, documents, files, data, and other items relating to the business of Client (including indexes, film, and other data created or acquired by use of the System), whether prepared by Client or Conduent or otherwise coming into the possession of Conduent in connection with performing the Services or otherwise during the Term or Extended Term shall remain the exclusive property of Client. Client may duplicate on electronic media the data entered into the System. Client retains ownership of all data created by the use of the System.

12. DATA BACKUP Prior to Conduent providing the System, Client shall prepare and safeguard back-up copies of all data that will be used in connection with the System. Throughout the Term, Client will be responsible for backing up all data contained in the System on a regular basis (and in all cases, immediately prior to the provision by Conduent of any warranty or maintenance Services) in accordance with standard industry back-up procedures, as modified by any written instructions for data back-up provided by Conduent. If Conduent is unable to recover any or all lost or corrupted data, the responsibility and liability of Conduent for the loss of Client data shall be limited to restoring the data to the last provided daily back-up. Conduent shall not be liable for monetary damages or set-off for loss of Client data or software. Except to the extent specifically provided in this Section as part of the Services, Client will be responsible for the integrity and content of data contained in the System. Under no circumstances will Conduent be responsible for the loss of Client data or software.

13. SOFTWARE LICENSE Conduent hereby grants to Client a limited, non-exclusive, non-transferable, revocable license to use the Conduent Intellectual Property included in the System solely for the internal operations of Client, and only during the Term of the Agreement. Conduent represents and warrants that Conduent possesses all rights necessary to effectuate the license set forth in this Section. The license granted under this Section does not include the right to grant sublicenses for the Conduent Intellectual Property to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Client and its employees and agents will not cause or permit reverse engineering of all or any portion of the Conduent Intellectual Property; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the Conduent Intellectual Property without prior written authorization by Conduent; and will not export any Conduent software products in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.

14. THIRD PARTY HARDWARE AND SOFTWARE Any hardware and third-party software components provided by Conduent as part of the System are listed in Schedule A. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions the software licenses provided by those third-party software vendors. Client understands and agrees that acceptance and use of this third-party hardware and software will be deemed acceptance of the terms and conditions of the licenses provided by the respective hardware and software vendors. Client further agrees to use the third party software in accordance with the terms of those licenses. For “shrink wrap” or “click-wrap” software, Client authorizes Conduent to accept the terms of each license on behalf of the Client when the software is installed. To the maximum extent allowable by each of the third-party commercial hardware and software vendors, Client shall be entitled to all standard manufacturers warranties, guarantees, or exchange policies for defective items, which are offered by the third-party hardware and commercial off-the-shelf software manufacturers and vendors for items furnished under this Agreement. Conduent explicitly disclaims all warranties of merchantability and fitness for a particular purpose. Conduent makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software.

15. INSURANCE If Conduent performs any of the Services on Client premises, Conduent agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Conduent will provide evidence of coverage on a standard ACORD form certificate of insurance.

16. RISK OF LOSS OR DAMAGE TO HARDWARE Conduent will bear the risk of loss or damage to any hardware while in transit to or from Client installation site(s). Client will bear all risk of loss or damage to hardware after delivery to the installation site(s), unless the loss or damage is due to the negligence or willful acts of Conduent, its employees, agents, representatives, or subcontractors.

17. PERFORMANCE AND SYSTEM WARRANTIES Conduent warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and the System delivered by Conduent will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION AND THE SOFTWARE WARRANTY SET FORTH IN SECTION 18 OF THIS AGREEMENT ARE MADE TO CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. CONDUENT MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY HARDWARE OR SOFTWARE OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. CONDUENT EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONDUENT EXPRESSLY DOES NOT WARRANT THAT THE SYSTEM OR ANY HARDWARE OR SOFTWARE COMPONENT OF THE SYSTEM WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. CLIENT WAIVES ANY CLAIM THAT ANY OF THESE WARRANTIES OR THE REMEDIES PROVIDED UNDER THIS AGREEMENT FAIL OF THE ESSENTIAL PURPOSE FOR WHICH THE WARRANTIES OR REMEDIES ARE PROVIDED. CONDUENT AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY TEMPORARY DELAY, OUTAGES, OR INTERRUPTIONS OF THE SERVICES.

The limited System warranty provided under this Agreement shall not cover, and shall be void as to (i) any System component on which maintenance has been performed by a third party that has not been authorized in writing by Conduent; (ii) any System component that has been altered or modified by Client or any third party that has not been authorized to do so in writing by Conduent; (iii) any System component that is damaged due to the negligence or misconduct of Client or any third party; (iv) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Conduent; or (v) any failure due to a force majeure event or due to exposure to unusual physical or electrical stress. If any component of the System is believed to be defective, Client shall give Conduent prompt written notice that identifies each defect with specificity. Conduent will investigate and verify each reported defect. Upon verification by Conduent of a reported defect, Conduent shall (as determined by Conduent in the sole discretion of Conduent) repair, replace, or otherwise correct each verified defect at no cost to Client. The parties understand and agree that the remedy determined and applied by Conduent shall constitute a complete and satisfactory remedy for each covered defect. The remedies provided under this Section shall constitute the sole and exclusive remedies available to Client for any defects in System components. The provisions of this Section shall survive termination of this Agreement.

18. SOFTWARE WARRANTY Conduent warrants that during the Term any application software components of the System that are developed and owned by Conduent (including customized software components) and furnished to Client by Conduent under this Agreement will be free from material errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Conduent. The provisions of this Section shall survive termination of this Agreement. The limited warranty provided for Conduent software under this Section shall not cover, and shall be void as to (a) any third party hardware or software (including commercial off-the-shelf hardware and software) provided to or used by Client in connection with the System; (b) any component on which maintenance has been performed by a third party that has not been authorized in writing by Conduent; (c) any component that has been altered or modified by Client or any third party that has not been authorized in writing by Conduent; (d) any component that is damaged due to the negligence or misconduct of Client or any third party; (e) any component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Conduent; or (f) any failure due to *force majeure* or exposure to unusual physical or electrical stress.

19. FORCE MAJEURE Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party (“Force Majeure Event”).

Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

20. TORT AND PROPERTY DAMAGE CLAIMS Each party shall indemnify and hold harmless the other party (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting in whole or in part from the negligent acts or omissions of the indemnifying party. The indemnified party shall promptly notify the indemnifying party, in writing, of any claim and shall reasonably cooperate with the indemnifying party in the defense and settlement of the claim. The provisions of this Section shall survive termination of this Agreement.

21. LIMITATIONS OF LIABILITY

NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES.

CONDUENT SHALL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SYSTEM OR SERVICES PROVIDED UNDER THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT CONDUENT HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. CLIENT UNDERSTANDS AND AGREES THAT CONDUENT EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY OR LIABILITY FOR THE CONTENT OF INFORMATION PASSING THROUGH CONDUENT HOST COMPUTERS, SERVERS, NETWORK HUBS AND POINTS OF PRESENCE, OR THE INTERNET. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO CONDUENT UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES

PAID BY CLIENT TO CONDUENT DURING THE THREE (3) MONTHS PRECEDING THE CLAIM.

22. DISPUTE RESOLUTION It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
- (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Conduent and the Client (or a representative of Client who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
- (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

23. TERMINATION FOR BREACH OR DEFAULT BY CONDUENT If Conduent materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or any longer period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client shall be effective upon delivery of final payment to Conduent of all sums due under this Agreement to the effective date of the termination. Client agrees to discontinue use of all hardware, software, and other Conduent-owned materials no later than the effective date of termination and return the hardware, software, and other Conduent-owned materials to Conduent within thirty (30) calendar days after termination.

24. TERMINATION FOR BREACH OR DEFAULT BY CLIENT If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Conduent may terminate this Agreement for breach. Termination by Conduent shall be effective upon written notice to Client. Client agrees to discontinue use of all hardware, software, and other Conduent-owned materials no later than the effective date of termination and return the hardware, software, and other Conduent-owned materials to Conduent within thirty (30) calendar days after termination.

25. TERMINATION FOR LOSS OF FUNDING This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to Conduent if Client has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by Client to secure the necessary funding and if no substitute arrangement is made by Client to obtain the same or similar System or Services from another source. Client agrees to discontinue use of all hardware, software, and other Conduent-owned materials no later than the effective date of termination and return the hardware, software, and other Conduent-owned materials to Conduent within thirty (30) calendar days after termination.

26. EFFECT OF TERMINATION ON OBLIGATIONS AND LIABILITIES Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default. On and after the date of termination Conduent will discontinue all Services and indexes and images will no longer be accessible from Conduent. Client agrees to allow Conduent to remove any Conduent-owned hardware, software, and other Conduent-owned materials. Conduent will perform post-termination data conversion (to the extent possible) at the request of Client on a time and materials basis at the then-current applicable rates. If this Agreement is terminated for any reason during the first twenty-four (24) months of the Term, Client agrees to pay Conduent a termination fee in the amount of the unamortized cost of initial hardware and other start-up costs incurred by Conduent, as determined by Conduent and set forth in an early termination invoice.

27. INJUNCTIVE RELIEF The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information or the unauthorized use of any trademark, copyright, or other intellectual property of Conduent may not be adequate for protection of Conduent, and accordingly Conduent shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

28. RELATIONSHIP OF THE PARTIES This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Conduent and Client are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Conduent shall not be restricted from providing products or performing services for others and shall not be bound to Client except as provided under this Agreement.

29. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid), to the party indicated below (with a delivery receipt requested), unless that party notifies the other, in writing, of a change in the address or contact information:

To Conduent:

Conduent Enterprise Solutions, LLC
8600 Harry Hines Blvd., Suite 300
Dallas, TX 75235

Attention: Louis Schiavone, Jr.
Vice President

To Client:

Town of East Montpelier
40 Kelton Road
East Montpelier, VT 05651

Attention: Rosie Laquerre
Town Clerk

With a copy to:

Conduent Enterprise Solutions, LLC
12410 Milestone Center Drive
Germantown, MD 20876

Attention: Contracts Department

30. SEVERABILITY If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be

restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.

31. ASSIGNMENT AND SUBCONTRACTING This Agreement shall be binding on the parties and each party’s successors and assigns. Conduent may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Conduent. Any other attempt to make an assignment without prior written consent of the Client shall be void. Conduent may provide for the delivery of all or part of the Services through the use of subcontractors. Conduent shall notify Client of work being performed by any subcontractor that performs work on the premises of Client and shall ensure that the insurance requirements that apply to Conduent under this Agreement apply to and are complied with by each subcontractor.

32. CUMULATIVE REMEDIES All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

33. WAIVER OR FOREBEARANCE Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party’s right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

34. HEADINGS The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

35. GOVERNING LAW This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Vermont without reference to the principles of conflict of laws.

36. ENTIRE AGREEMENT The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Conduent and the Client have executed this Agreement.

Conduent Enterprise Solutions, LLC

Town of East Montpelier, Vermont

Signature

Signature

Louis Schiavone, Jr.

Name

Name

Vice President

Title

Title

SCHEDULE A
STATEMENT OF WORK

This Statement of Work is incorporated in the Agreement for Information Technology Products and Services (“Agreement”) by and between Conduent Enterprise Solutions, LLC (“Conduent”) and the Town of East Montpelier, Vermont (“Client”).

A. SCOPE OF SERVICES

CONDUENT RESPONSIBILITIES

Conduent shall perform the following Services for Client:

1. Install and implement the current version of 20/20 Perfect Vision™, the Conduent open architecture land records document management, imaging, and workflow software (“System”) at the Client site located at 40 Kelton Road, East Montpelier, Vermont.
2. Conduent will be responsible for the design, development, management, installation, training, and support of the System.
3. As part of System installation, the System will be configured to include the following modules and functions:
 - Recording
 - Cashiering
 - Indexing
 - Imaging
 - Searching
 - Retrieval
 - Reporting
 - Local public access
 - Workflow functions (Conduent will adjust workflow parameters, as appropriate)
4. As part of the installation services, Conduent will convert index data and image data that is provided by Client to Conduent in a format acceptable to Conduent. Client understands and agrees that Conduent cannot be responsible for any delays caused by data that is not readily convertible to the System or for delays caused by third party involvement in the data conversion process. Client further understands that any data conversion issues that arise after the Effective Date or were not previously made known to Conduent in writing may cause delays to the implementation schedule and require an amendment to this Agreement to provide for additional services and costs.
5. Conduent will perform all on-going support of the System, including hardware and software, during the Term and Extended Term of this Agreement.
6. Conduent will provide the initial education and training on the System. Initial education and training may include on-site education training of all Client employees who will work with the System. The education and training will be adapted to the reasonable needs of the Client employees to ensure each employee is fully prepared to use the system.

7. Conduent will install, service, and maintain all Conduent-owned equipment (listed under “Hardware Configuration,” below) and software (listed under “Software,” below) installed at the Client site during the term of this Agreement.
8. Conduent will receive monthly real estate image transfers from Client and create 16mm microfilm for images where the original is 11” x 17” or less.
9. Conduent will provide book supplies for real estate.
10. Conduent will provide microfilm storage for Client during the term of this Agreement.
11. Hardware and software configurations are subject to technology advances and changes in vendor availability.

HARDWARE CONFIGURATION

| Component | Quantity | Description |
|---|-----------------|--------------------------------|
| Dell PowerEdge T330 | 1 | Image and Data Base Server |
| APC SmartUPS 1500 – Battery Replacement | 1 | UPS for Server |
| Fujitsu FI-7260 | 1 | Duplex Sheet Fed Scanner |
| Dell OptiPlex 7050 Small Form Factor w/ 24” LCD | 1 | Cash Workstation |
| Dell OptiPlex 7050 Small Form Factor w/ 24” LCD | 2 | Public Workstations |
| Axiohm 760 - Existing | 2 | Receipt Printer/Validators |
| TPG – Existing | 1 | Cash Drawer |
| Hewlett Packard LaserJet M506X DTN | 1 | Networked Duplex Laser Printer |
| APC Back-UPS 550 - New Battery | 2 | UPS Battery Back Ups |
| APC SurgeArrest Performance - Existing | 3 | Power Strips |
| Dell PwrConnect X1008 | 1 | Network Switch |
| Cisco ASA 5505 - Existing | 1 | Firewall Appliance |
| Tripp-Lite Display Port | 2 | Display Port to VGA Adapters |
| IOGEAR USB KVM | 1 | KVM 2 port mini |
| Verbatim 2TB EXT HD | 1 | External Hard Drive |
| Seagate 1TB Drive | 6 | Backup USB Drives |

SOFTWARE

Microsoft Windows 2012r2

Microsoft SQL Server 2012

Microsoft Windows 10 Professional

McAFEE Endpoint Virus Protection

PDF Factory Pro Server

20/20 Perfect Vision, Imaging, Indexing and Cashiering

One (1) license to use 20/20 Perfect Vision™ on a Client-owned workstation (Included in price)

CLIENT RESPONSIBILITIES

1. Client understands and agrees that successful implementation of the System requires the Client to assign a high priority to the successful implementation. To that end, Client agrees to make all reasonable efforts to have Client personnel available to assist in the implementation efforts and to be trained at the appropriate times.
2. Client agrees to provide all data to be converted in a file format agreed to by Conduent and at the time specified in the implementation plan.
3. Client agrees to be responsible for purchasing, installing, and managing all necessary anti-virus protection software and anti-virus software updates on any Client-owned servers and workstations.
4. Client agrees to allow Conduent to schedule a Conduent support person to be on the Client site for all System installations.
5. Client will provide printer ribbons, toner cartridges, printer paper, electricity, and magnetic media for backups and image extractions, pick rollers and pad assemblies, cabling requirements, Internet access, and other miscellaneous supplies not specifically provided by Conduent.
6. Client will provide document reception and preparation and will input all instruments for fee collection, indexing, and imaging purposes.
7. Client will create any record books.
8. Client will package and deliver to Conduent the necessary backup media and other forms. Client will pay the freight costs associated with this requirement.
9. Client will provide a medium speed connection to the internet (DSL, cable, or other service) of sufficient bandwidth to do database replication and support.
10. Conduent will allow Client to interconnect the Client PC network and the Conduent network in order to extend public access to additional Client workstations on the existing Client computer network, or to install email or general Internet access services on Contractor workstations for Client employees, or for other purposes. If interconnectivity is established, the following shall apply:
 - (a) Client will be fully responsible for restoring the System in the event of virus disruption.

(b) In the event of downtime determined by Conduent to have been caused by virus contamination of the System or traceable by Conduent to Client-installed software, Client agrees to pay Conduent for restoration of the System at the current Conduent hourly labor rate (\$150 per hour on the Effective Date of this Agreement and subject to change to reflect increased costs of labor and materials).

B. ACCEPTANCE AND TESTING

1. Client shall have ten (10) business days after notification by Conduent that the System is ready for acceptance to inspect and accept the System delivered and installed by Conduent or decline to accept the System.
2. If Client declines to accept all or any part of the System, Client will provide Conduent a written description of the deficiencies and a reasonable opportunity to cure those deficiencies.
3. Client will indicate acceptance of the System in writing. However, if Client fails to decline to accept the System and deliver a written list of deficiencies to Conduent within ten (10) business days after receipt of notice of delivery, the System will be deemed to have been accepted by Client.
4. Client understands and agrees that minor defects (i.e., defects that do not inhibit the System from operating in substantial accordance with Conduent specifications) shall not constitute grounds for declining to accept the System. Minor defects may be corrected in subsequent releases of the System provided by Conduent as part of ongoing warranty or maintenance of the System.

C. PAYMENT AND RATES

Conduent will invoice Client on a monthly basis for the Services based on the following price schedule.

| Services | Price |
|---|--|
| 20/20 Perfect Vision™ Land Records Management System For sixty (60) months | \$685.00 per month |
| Microfilm Storage | \$1.50 per roll per year |
| Microfilm Retrieval (per request) | \$21.50 for first roll and \$1.75 for each additional roll requested |