

July 1, 2020

Bruce Johnson
Town of East Montpelier, VT
40 Kelton Rd
Po Box 157
East Montpelier, VT 05651

Dear Valued Client:

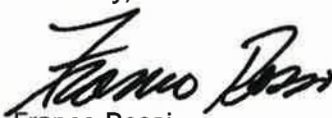
This letter is sent with your annual renewal agreement to inform you of a change in our annual renewal procedures. In a continuing effort to limit the impact of administrative requirements for our services, and thereby helping control the costs of our services, we are including an auto-renewal clause in the enclosed agreement. Upon review of the enclosed agreement, you will note that it is identical to those you have received in the past except for inclusion of the Auto-Renewal Clause. After this agreement, you will not receive annual renewal agreements.

This results in multiple advantages that help control costs as well as streamline processes. For example, besides the obvious reduction in costs to print and mail the documents, it reduces our effort to administer them as well as your efforts to process and return them to us. Further, you will have to be specifically notified in the event that there is an increase in costs for the service. In the event there is a change, we will provide more than a year's notice. As a result, unless you've received a document from us, you know what your ongoing budget will be without waiting for your renewal or contacting us. We hope that will help streamline your budgeting effort as well.

Of course, the Auto-Renewal feature in no way binds you to the services any more than was previously the case. The service can still be cancelled with 30-days notification, even in the middle of a service year. Therefore there is no concern that you are committing funds beyond the current budget. This is not intended to be an 'end run' in any way. As previously stated, we are simply trying to streamline the entire process. Thanks to loyal clients like you, we continue to grow and face the need to simplify all our processes.

If you have any questions or would like to discuss this further, please do not hesitate to reach out to us. We sincerely thank you for the opportunity to continue to serve you with these important services and look forward to a continued long term and mutually beneficial relationship.

Sincerely,



Franco Rossi
President

**GIS INTERNET SERVICES ANNUAL MAINTENANCE AGREEMENT
FOR THE TOWN OF EAST MONTPELIER, VT**

For the time period 10/1/2020 through 9/30/2021

July 1, 2020

CAI Technologies, a New Hampshire corporation with its office located at 11 Pleasant Street, in Littleton, N.H. 03561, hereinafter called CAI, proposes to the Town of East Montpelier, VT, hereinafter called the CLIENT, to provide GIS Internet services according to the specifications, terms, and conditions below written:

Witnesseth that:

Whereas, CAI represents that they are authorized, qualified, and experienced to provide professionally recognized mapping and GIS services; and

Whereas, the CLIENT desires to publish its GIS data on the Internet,

Now, therefore, CAI proposes the following:

I. SUMMARY

A. Publish the CLIENT's GIS to the Internet

1. CAI, utilizing its AxisGIS application, shall publish the CLIENT's GIS data to the Internet.

B. CLIENT Support

1. CAI shall provide telephone, fax, and email support services concerning AxisGIS. These services can be used to answer usage and technical questions.
2. CAI, shall respond to any alerts concerning poor performance or lack of performance of the site, and provide verbal advisories as to how and when the site shall be corrected (if it is determined that the website and/or publication service is not performing properly).

II. CLIENT RESPONSIBILITIES

The CLIENT shall designate a project liaison who will be CAI's main contact during the course of the service, and who will be responsible for all CLIENT related obligations in this contract.

III. COMPENSATION AND PAYMENT

The CLIENT shall pay a total amount of \$2400 under this agreement which shall be due upon contracting. This Annual Maintenance Agreement will automatically renew at the above shown fee. Said renewal can be canceled at any time with 30 days notification.


This contract shall be construed under the laws of the State of Vermont

In Witness whereof, the parties hereto have executed this agreement, as of the date first above written, by their duly authorized officers.

Town of East Montpelier, VT

Seth B. Gardner
Selectboard Chair

CAI Technologies


Timothy Fountain, GSP
Vice President