

### END-USER SOFTWARE LICENSE AGREEMENT

AGREEMENT between NEW ENGLAND MUNICIPAL RESOURCE CENTER LTD ("NEMRC") with offices located in Georgia, Vermont and ("USER") Town of East Montpelier PO Box 157 E Montpelier VT 05651-0157

Effective as of the 1st day of December 2020

1. **GRANT OF LICENSE.** In consideration for a one-time License Fee, User is hereby granted the non-exclusive and non-transferable right to use the machine-readable version of Software and related materials. Software may only be used on either a single computer, several single computers, a computer network, and any connected computer thereto at the USER SITE for the express purpose of executing NEMRC Software. User may copy the Software only for its own backup and safekeeping purposes. User is only granted the right to use the software. Ownership of the Software shall at all times remain with NEMRC

2. **USES NOT PERMITTED.** User is not permitted to: 1) use the software on more than one computer system at one time; 2) copy the Software or related materials in whole or in part, except for User's own backup and internal purposes; or 3) assign, convey, sell, give or otherwise transfer the Software, related materials or any portion thereof to any other party.

3. **TERM.** This Agreement will remain in effect until terminated. User may terminate it by destroying the Software and related materials along with all backup copies. This Agreement will also terminate if User fails to comply with any term or condition herein.

4. **USER'S RESPONSIBILITIES.** User shall be exclusively responsible for the supervision, management, control and use of the software, including, but not limited to: 1) maintaining the proper machine configuration, disk storage requirements and power equipment required to operate the Software; 2) establishing adequate backup procedures for User's data; and 3) protecting the Software from theft, destruction and unauthorized use.

5. **LICENSE FEES.** User shall pay NEMRC, or authorized distributor, the License Fee for each Software package acquired. The entire License Fee, including sales, use and similar taxes, shall be due and payable within thirty (30) days of receipt of NEMRC'S, or authorized distributor's invoice. Amounts past due shall be subject to an interest charge of one- and one-half percent (1.5%) per month on the past due balance.

6. **WARRANTY.** NEMRC warrants, for the first ninety (90) days after the delivery of the software (the "Warranty Period"), the Software will perform substantially in accordance with its then current published specifications in all material respects. In the event Software fails to conform to such warranty, NEMRC'S sole obligation shall be in repair or replace the defective Software at no additional charge. NEMRC does not warrant that the functions contained in Software will meet User's requirements or that operation of Software will be uninterrupted or error free. User is responsible for the decision to select this Software as well as the decision to select any other programs. Programming, hardware equipment, or services used with the Software, within the guidelines set forth by NEMRC, or achieve intended results. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. **LIMITATION OF LIABILITY.** NEMRC shall not be liable to User for incidental, special or consequential damages, including lost or anticipated revenues, arising out of or in any way related to this Agreement, even if NEMRC is aware of the possibility of such damages. NEMRC shall not be liable for any claim against User by a third party. NEMRC'S liability for damages to User for any cause whatsoever arising out of, or in any way related to this Agreement shall in no event exceed the License Fee actually paid by User to NEMRC, or authorized Distributor.

8. **GENERAL.** 1) All license fees paid in consideration of this agreement shall be payable in US dollars. 2) This Agreement shall be governed by the State of Vermont and United States law, and shall inure to the benefit of NEMRC, its successors and assign. 3) If any one or more of the terms and conditions herein are held to be invalid, illegal or unenforceable, then the remainder of this Agreement shall remain in full force and effect. 4) This Agreement is the entire and complete agreement between the parties and supersedes all prior communications, both oral and written, regarding the Software and related materials and applies to any and all software licensed by the User.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

User: \_\_\_\_\_  
Signature

NEMRC:   
Ernest T. Saunders, President

Software Purchased

Cost

Date

Software Purchased

Cost

Date

See attached listing of modules

P.O. Box 2020  
Georgia, VT 05468-2020

800-387-1110

Town of East Montpelier (VTEMON)

NEMRC Modules Purchased (Purchase price at the time) and date purchased:

<u>Software Purchased</u>	<u>Cost</u>	<u>Date</u>	<u>Software Purchased</u>	<u>Cost</u>	<u>Date</u>
NEMRC General Ledger Module	1,795.00	10/01/89	NEMRC Grand List Module	995.00	10/01/89
NEMRC Tax Admin Module	1,995.00	08/08/90	NEMRC CAMA Module	2,320.00	02/06/08
NEMRC Accounts Payable	1,795.00	01/01/91	NEMRC Planning Zoning	1,295.00	08/22/03
NEMRC Payroll Module	1,795.00	03/12/92	NEMRC Cash Receipts	1,795.00	01/07/08
NEMRC Cemetery Module	300.00	06/04/10	NEMRC Land Records	395.00	12/21/00
NEMRC Marriage Module	300.00	07/29/20	NEMRC Animal License	395.00	12/21/00
NEMRC Voter Registration	495.00	08/08/90			

### SOFTWARE SUPPORT AGREEMENT

SOFTWARE SUPPORT AGREEMENT (the "Agreement"), between NEW ENGLAND MUNICIPAL RESOURCE CENTER LTD., ("NEMRC") with offices located in Georgia, Vermont and ("USER") Town of East Montpelier  
whose address is: PO Box 157 E Montpelier VT 05651-0157

1. DUTIES OF NEMRC. NEMRC shall use its best efforts to maintain its installed software ("Software"), provided the installed version of Software is at the current version. NEMRC shall not be responsible for maintaining previous versions of Software beyond a period of thirty (30) days from the date of the release of the latest version. NEMRC shall perform the following services during the term hereof:

(a) Assist User in correcting errors that are reported to NEMRC; (b) Provide User with telephone support service during NEMRC's normal business hours; (c) Provide remote on line diagnostic and update service between NEMRC's computer and User's computer over communication lines attached to compatible modems; (d) Provide updates to the software as they become available; however, such upgrades shall not include newly developed modules which shall be priced separately.

2. DUTIES OF USER. (a) User shall provide NEMRC with information, documentation, personnel assistance and access to the computer equipment in order to perform the duties set forth in Paragraph 1 above; (b) User must install the current version of Software within thirty (30) days of the date of its delivery to User.

3. FEES AND TAXES. (a) User shall pay NEMRC an annual support Fee in the amount of **\$5,000.00** plus taxes related thereto; (b) The Support Fee shall be due annually in advance and payment shall be made within thirty (30) days of the date of NEMRC's invoice. THERE SHALL BE A LATE PAYMENT CHARGE OF ONE PERCENT PER MONTH ON ANY PAST DUE BALANCE.

4. LIMITED WARRANTY AND LIMITATION OF LIABILITY. NEMRC DOES NOT WARRANT THAT ALL ERRORS AND DEFECTS WILL BE CORRECTED. HOWEVER, NEMRC SHALL MAKE A GOOD FAITH ATTEMPT TO CORRECT ALL MATERIAL ERRORS AND DEFECTS IN THE INSTALLED SOFTWARE. ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEMRC SHALL NOT BE LIABLE TO USER FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE SERVICES PERFORMED BY NEMRC HERE UNDER.

5. TERMINATION (a) This Agreement may be terminated a) by NEMRC if User fails to pay the support fee; or (b) by either party if the other party is in default of any provision of this Agreement, provided written notice of such alleged default has been given to the other party and such other party has not cured such default within thirty (30) days after receipt of such notice.

6. TERM (a) The term of this Agreement shall be for a period twelve (12) months commencing with the date of NEMRC's delivery of software to User as indicated by the date of the User's and NEMRC's Signatures below and shall be automatically renewed for additional twelve (12) month periods unless either party notifies the other of its intent to terminate the Agreement in writing within sixty (60) days of the date of termination.

7. GENERAL (a) This Agreement is the sole and entire agreement between the parties relating to the subject matter hereof and may be amended only by a writing executed by authorized representatives of both parties. (b) This agreement shall be interpreted in its entirety in accordance with the laws of the state of Vermont.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and to become effective as of the date accepted by NEMRC below.

User

NEMRC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Ernest T. Saunders

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date Accepted December 1, 2020

## WHAT DOES YOUR ANNUAL SUPPORT CONTRACT REALLY COVER? (IN PLAIN ENGLISH)

Your annual support agreement COVERS the following:

- All telephone calls to NEMRC with NEMRC software related questions (up to 15 minutes per incident)
- Telephone assistance with difficult routines or activity
- Telephone assistance if your trained personnel are away
- A toll free support number
- Telephone assistance to trouble shoot an issue
- Transfer of files from NEMRC to you or from you to NEMRC
- NEMRC advice on how to handle situations that involve our software
- NEMRC software upgrades (this includes):
  - Software improvements based on user feedback
  - Correction for any software 'bugs' that are found
  - Changes required by regulatory bodies
  - Upgrades from one version to another.
- Assistance with recovery from any problem created by NEMRC software

Your annual support agreement DOES NOT cover the following:

- Calls over fifteen minutes per issue.
- Any site visits for training/consulting/installation
- Site specific changes to a site-specific program (Such as tax bills, utility bills etc.)
- Custom programming requests
- Data conversions
- Operating systems and other non NEMRC software  
(i.e. WINDOWS)
- Time consuming assistance for a problem created by the user

Such as:

- Failure to use proper backup procedures
- Misuse of the software by untrained personnel
- Assistance due to employee turnover at your site
- Failure to have a proper support connection
- Failure to use an uninterruptible power supply

NEMRC was founded with the belief that all of our clients could use an 'in-house computer expert' but many of you cannot afford that option. Therefore, NEMRC stands by to fulfill the role of your 'in-house expert' by providing support, program changes and consulting expertise at a price that is shared by all and used more on an 'as-needed' basis depending upon **YOUR** requirements.

# NEMRC

FUND ACCOUNTING

New England Municipal Resource Center, Ltd

## Invoice

DATE	INVOICE NO.
11/29/2020	46904

BILL TO
TOWN OF E MONTPELIER PO BOX 157 E MONTPELIER VT 05651-0157

P.O. NO.	TERMS	REP	PROJECT
Agreement	Due on receipt	ETS	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Support	NEMRC Annual Support/License Agreement (December 1, 2020 thru November 30, 2021)  100-3690-20.00 Computers: Services/Mntc @5,000.00 CJS 12/2/20		5,000.00	5,000.00
			<b>Total</b>	\$5,000.00

P.O. Box 2020  
Georgia, VT 05468-2020

800-387-1110



November 19, 2019

**TOWN OF E MONTPELIER  
ATTN BUDGET ADJUSTMENT  
PO BOX 157  
E MONTPELIER VT 05651**

Dear TOWN OF E MONTPELIER Officials:

It is with a heavy heart that I write this letter to inform you of a significant increase in your annual license/support agreement fee. I started NEMRC 33 years ago with the goals of helping keep Vermont local government "local" at an affordable price. And indeed, NEMRC has been able to provide Vermont specific municipal software and local, knowledgeable support at very competitive prices to our clients over that time.

In the last few years, due primarily to the global cybersecurity scare, government, insurance companies and the tech industry are demanding major changes in software development. These changes require NEMRC to add additional cyber security staff, undertake annual expensive cyber security audits and take other measures to ensure the safety of your electronic records. The changes are costly. In particular, knowledgeable cybersecurity personnel are in very short supply (especially in Vermont) which means they can and do command high salaries.

Unfortunately, we can no longer do business in this environment without a major shift in our fees to cover these new costs. We are announcing these increases now to give you a heads up while you are working on next year's budget. However, these increases will not take effect until the anniversary of your annual support agreement either based on the calendar year 2020 if you are on a calendar year basis or based upon your FY2021 fiscal year if your anniversary starts after July 1, 2020.

Your annual support/license will increase from \$1418.26 to \$5000.

These increases will also allow us to continue with our cloud development and conversion of all of our modules (see back of this page).

This increase still leaves our fees much lower than our national competitors. Consistent with our 33-year philosophy, we will continue to provide you with superior, locally based support. I am asking you to please understand the necessity for this increase and respectfully ask for your support during this transition.

If you have ANY questions or comments please call me on my cell 802-289-1026 or email me at [esaunders@nemrc.com](mailto:esaunders@nemrc.com)

Yours truly,

*Ernie*

Ernie Saunders  
President/Owner