



TOWN OF MONTEREY

435 Main Rd. P.O. Box 308
Monterey, MA 01245

Berkshire Natural Resources Council
309 Pittsfield Rd, Suite B
Lenox, MA 01240

Hume New England
P.O. Box 156
Monterey, MA 01245

November 14, 2023

Dear Berkshire Natural Resources Council and Hume New England:

As you may or may not know, you each own a pond with a very similar name to another pond in Monterey. BNRC owns Steadman Pond near the Monterey/Tyringham border, and Hume owns Stedman Pond near the Monterey/Sandisfield border. The Town is interested in facilitating the changing of the name of one or both of these ponds for the purpose of public safety. Please know that your voice will be heard – any potential name change needs to come from or be completely supported by the current owners (in this case, you).

About a year ago, there was a 911 call -- the Monterey Police Department was dispatched to Steadman Pond. The police officer on duty responded to Stedman Pond on the opposite end of Town (approximately 5.6 miles away driving distance). It was only later realized that the call had been related to the other pond. Thankfully there was no time sensitive emergency on that day. We want to prevent that issue from happening again, especially if there is an emergency at one of the ponds in the future.

If your organization (one or both) is interested in changing the name of the pond that you own, we are happy to facilitate the process in any way that we can. Because both ponds are registered with the Geographic Names Information System (GNIS), any proposed changes would need to be made to and approved by the U.S. Board on Geographic Names (BGN). You can learn more about the organization and process for changing your pond's name here: <https://www.usgs.gov/us-board-on-geographic-names> . You can also consult:

Stephen B. Mabee, Ph.D., PG

State Geologist
Director Massachusetts Geological Survey
Department of Earth, Geographic, and Climate Sciences
University of Massachusetts
627 North Pleasant Street
Amherst, MA 01003

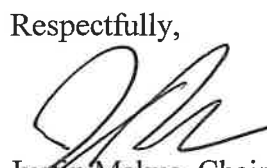
Phone: 413.528.1443 x114 Fax: 413.528.9452
admin@montereyma.gov
www.montereyma.gov

(413) 545-4814

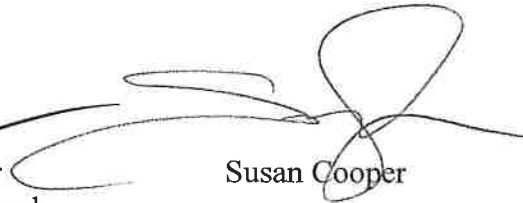
stategeologist@geo.umass.edu

We sincerely hope you will consider our request in the best interest of public safety and for the future health of all using your pond for recreation. We genuinely hope this will never be an issue, but, in the case that there is a future emergency, we want to maximize the chance for a rapid and accurate response by emergency personnel. Please let us know if you have any questions or if there is anything we can do to aid the process for you.

Respectfully,



Justin Makuc, Chair
Monterey Select Board



Susan Cooper



Frank Abbott

SB/mn

Enc: GNIS Form

Phone: 413.528.1443 x114 Fax: 413.528.9452

admin@montereyma.gov

www.montereyma.gov

Feature Details

Feature ID 617476

Name Stedman Pond

Class Reservoir

Feature Code Lake/Pond: Hydrographic Category = Perennial; Stage = Normal Pool

Location Berkshire County - Massachusetts

Citation

Source Type	Map
Reference	US
Originator	U.S. Geological Survey
Distribution Date	December 31, 1981
Title	
Edition	
Original Citation	Primarily from U.S. Geological Survey 1:24,000-scale topographic maps (or 1:25K, Puerto Rico 1:20K) and from U.S. Board on Geographic Names files.

Entry Date February 24, 1974

***Elevation** 481 meters / 1578 feet

Designations

History

Description Located WSW of Morley Hill 3.4 km (2.1 mi) SE of Monterey; Town of Monterey.

Census Code	Class Code	GSA Code	OPM Code
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Variant Names

Name ▼ Asc ▼

Name	In Part	Originator	Reference	Series Name	Publication Date	Source URL	Title	Edition	Notes	Additional Information
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Decisions

Name	Date	Authority	Type
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Decision Cards

Filename

Coordinates

Sequence	Coordinates	Map	State
1	42.1645342, -73.1722456 / 42° 9' 52.32" N, 73° 10' 20.08" W	Monterey	MA

Government Units

Sequence	State or Equivalent	County or Equivalent
1	Massachusetts	Berkshire County

Map

The map interface includes navigation controls on the left: a '+' button for zooming in, a '-' button for zooming out, and a 'Reset View' button. In the top right corner, there is a 'Layers' button. A location pin is placed on the map, with the text 'Stedman f' next to it. A white box at the bottom left of the map displays the coordinates: 38.8108209°, -95.5494690°, 19z. At the bottom of the map, there is a footer: 'Leaflet | Powered by Esri | The National Map Base Layer, The National Map + Aerial Imagery'.



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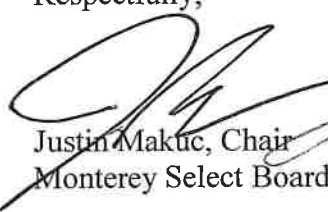
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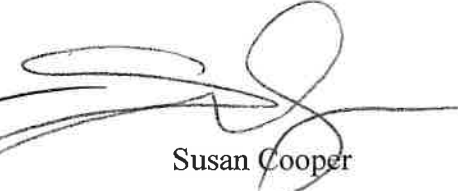
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Monterey Select Board



Susan Cooper



Frank Abbott

SB/mn

Enc: GNIS Form

Phone: 413.528.1443 x114 Fax: 413.528.9452

admin@montereyma.gov

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Feature Details

Feature ID 607742
Name Steadman Pond
Class Reservoir
Feature Code Lake/Pond: Hydrographic Category = Perennial
Location Berkshire County - Massachusetts
Citation
 Source Type Map
 Reference US
 Originator U.S. Geological Survey
 Distribution Date December 31, 1981
 Title
 Edition
 Original Citation Primarily from U.S. Geological Survey 1:24,000-scale topographic maps (or 1:25K, Puerto Rico 1:20K) and from U.S. Board on Geographic Names files.
Entry Date February 24, 1974
***Elevation** 399 meters / 1309 feet
Designations
History
Description Located 3.7 km (2.3 mi) NNE of Monterey, Town of Monterey.

Census Code	Class Code	GSA Code	OPM Code
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Variant Names

Name ▼ Asc ▼

Name	In Part	Originator	Reference	Series Name	Publication Date	Source URL	Title	Edition	Notes	Additional Information
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Decisions

Name	Date	Authority	Type
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Decision Cards

Filename

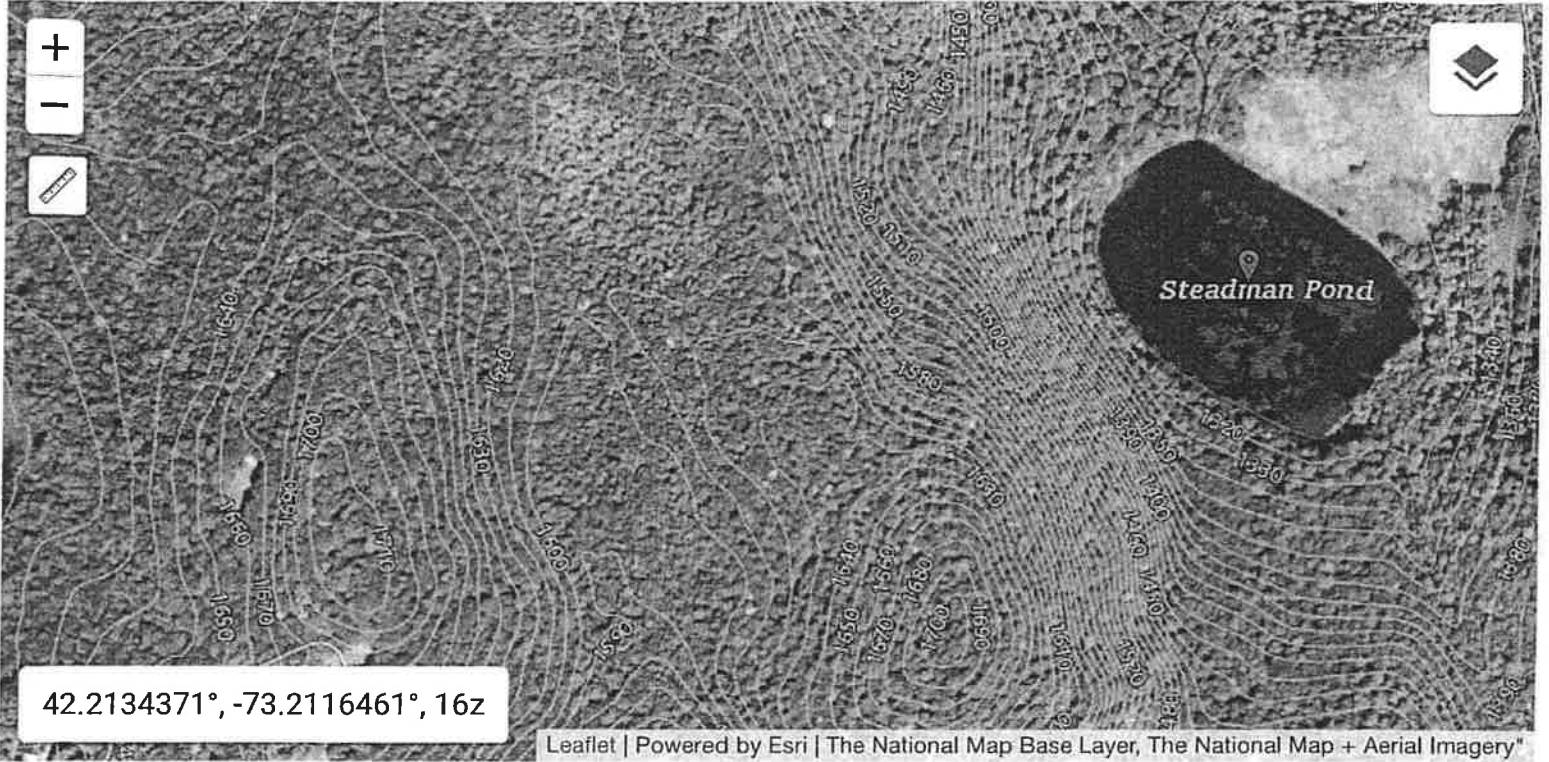
Coordinates

Sequence	Coordinates	Map	State
1	42.2112733, -73.1999444 / 42° 12' 40.58" N, 73° 11' 59.80" W	Monterey	MA

Government Units

Sequence	State or Equivalent	County or Equivalent
1	Massachusetts	Berkshire County

Map



Town Administrator

From: frank montereyma.gov
Sent: Tuesday, November 14, 2023 1:38 PM
To: Town Administrator
Subject: Fw: Assessors software upgrade
Attachments: Monterey, MA_AP5 Upgrade_Catalis Order Form.pdf; Monterey, MA_AP5 Upgrade_Proposal_10_23.pdf

From: Scott <scottsteibel@gmail.com>
Sent: Monday, November 13, 2023 5:16 PM
To: Ilene Marcus <ilene@montereyma.gov>; roger@monterey.gov <roger@monterey.gov>; jeffrey@monterey.gov <jeffrey@monterey.gov>; Justin Makuc <justin@montereyma.gov>; Susan Cooper <susan@montereyma.gov>; frank montereyma.gov <frank@montereyma.gov>; Board of Assessors <assessors@montereyma.gov>; Shaw <shaw419@verizon.net>
Subject: Assessors software upgrade

The Assessors office needs to upgrade our assessing software from Catalis' Assess Pro Classic to the much improved cloud based Assess Pro 5.0.

The board of assessors will be in attendance at the 11/14 joint SB and FC meeting to answer any questions or provide any further detail.

Attached find the vendor's proposal and the associated contract.

The annual cost of the software and web host service is \$11,880. This cost will increase every year by 5% or the Consumer Price Index, whichever is greater.

Notice that the contract includes a hold harmless agreement protecting Catalis and the web host (Amazon Web Services) from damage to or loss of data. The B.O.A. respectfully suggests the town administration review the terms and conditions of the town's cyber policy to ensure coverage exists for all outsourced IT services.

In order for Catalis to get us on the setup and training schedule for June of '24 we need to sign the contract by mid December. We will be billed on or close to July 1.

Thank You

Scott Steibel
Board of Assessors



Catalis Tax & CAMA, Inc.
 27 Congress Street, Suite 1105 Salem, MA 01970
 Ph: (781) 586-9670 // Fax: (781) 586-9667
 www.catalisgov.com

AP5 – UPGRADE PROPOSAL

<p>Monterey, MA 435 Main Rd, P.O. Box 308 Monterey, MA 01245</p> <p>Donald Clawson Ph: (413) 528-1443 assessors@montereyma.gov</p>	<p>Date: 10/16/2023</p> <p>Contact: Jeff Leone Phone: (781) 586-9670 x2035</p> <p>E-Mail: jeff@patriotproperties.com</p>
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SOFTWARE / SERVICES	EXPIRATION DATE	DATE
AssessPro AP5 Upgrade (RE/PP) Approx. 1,400 Parcels	90 DAYS	Date: 10/16/2023

Item	Description	Initial Cost	Annual
AssessPro AP5	AP5 "Hosted" Upgrade, RE & PP	\$0.00	\$9,000.00
Conversion	10 Years / (10) Databases	Included	N/A
Conversion	(0) Additional Database(s) \$500.00 each	\$0.00	N/A
AP5 Hosted	AP5 Hosted Database (AWS)	N/A	\$2,880.00
Training	AssessPro AP5 Training	Included	N/A
Set-Up	Installation and Set-up	Included	N/A
	SUBTOTAL	\$0.00	\$11,880.00
	TOTAL	\$0.00	\$11,880.00

AP5 Database Hosting
This solution moves the database out of the on-premises environment and into AWS. The software continues to run locally and must be shared from a PC or fileserver and installed onto any PC that is expected to run AP5. Connection locations are whitelisted and as such you are only able to work from the office or would require either a VPN or Remote Access into the office. Costs are independent of the number of users and continue to be priced as a site-license.

In hosted/cloud options backups are included for no additional charge. The AWS servers are backed up in total nightly while the databases are backed up off the server on an hourly basis. In a disaster recovery scenario, the hosted/cloud server can be re stored to any AWS region.

Workstation (Recommended) Requirements: Windows 10 (or Greater) 64 bit, Intel i5 Core 3.0 GHz or better, 256 GB SSD, 8 GB RAM Minimum, 1024 x 768 monitor resolution (96dpi), 512 MB RAM video card to run GIS Viewer



ORDER FORM

CUSTOMER INFORMATION

Customer: Monterey, MA Address: 435 Main Road
Contact Name: Donald Clawson Monterey, MA 01245
Email Address: assessors@montereyma.gov
Phone: (413) 528-1443

Billing Contact: Same as above ACH:
Billing Email: PO
Billing Phone: Required:
Tax Exempt:

Catalis Representative: Jeff Leone, jeff.Leone@catalisgov.com, (781) 476-2035

SUBSCRIPTION TERM

Subscription Start Date: 2/1/2024
Subscription End Date: 2/1/2025
Auto-Renewal: Yes (Annual)
The Initial Term of the Subscription shall begin on the Subscription start date.

PRICING

1. Fee Summary

Software Subscription Fees for Year 1 Total: \$11,880.00
Professional Services One-time Fees Total: \$0
Professional Services Recurring Fees for Year 1 Total: \$0
Fee details for these totals are in the tables below.

2. Software Subscription Fees

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
AP5 CAMA Software]					
Real Estate and Personal Property	\$9,000.00	\$	\$	\$	\$
AWS AP5 Database Hosting Option	\$2,880.00	\$	\$	\$	\$
Total Subscription Fees	\$11,880.00	\$	\$	\$	\$

- 2.1. Year 1 Software Subscription Fees AP5 CAMA Software shall be billed on 7/1/2024.
- 2.2. Year 1 AWS AssessPro Database Hosting fees will be invoiced upon set-up.
- 2.3. Future Year Software Subscription Fees shall be billed annually in advance.



3. One-Time Professional Services Fees

Conversion, Installation & Training	
Real Estate & Personal Property	\$0
Total One-Time Services Fees	\$0

3.1. *One-time Professional Services Fees shall be billed upon the conversion completion.*

4. Additional Services

Future Professional Services, customizations, modifications, or integrations can be provided at a current year hourly services rate. Any additional work requested will require a Professional Services Work Order.

TERMS & CONDITIONS

The Agreement is dated effective and shall be considered binding upon execution ("Effective Date") by and between Customer and Licensor.

The Agreement incorporates by reference the following, in order of precedence:

This Order Form

The Master Software Subscription and Services Agreement

The Service Level Agreement and Support Terms

Exhibit A: Software Description and Scope of Use

Exhibit B: One-Time Professional Services Scope of Work

Exhibit C: Recurring Professional Services Scope of Work

General Notes:

- Capitalized terms used herein but not defined in this Order Form have the meanings given to them in the Master Software Subscription and Services Agreement.
- Customer and Catalis agree to keep all aspects of this agreement confidential to the extent permitted by law.
- Pricing and/or terms are subject to change if the Order Form is not signed within sixty (60) days of the Order Form date.
- Any Recurring Fees will increase annually by the greater of five percent (5%) or the increase in the CPI for the prior calendar year (as reflected in the pricing table(s) above).
- Invoices are due thirty (30) days after the date of the invoice.



ACCEPTANCE

By signing below, I represent that I am validly authorized to enter into this Order Form and related Agreement and accept their terms and conditions.

Effective Date:

MONTEREY, MA:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

CATALIS TAX & CAMA, INC.:

By: _____
Name: _____
Title: _____
Date: _____



MASTER SOFTWARE SUBSCRIPTION SERVICES AGREEMENT

Software as a Services (SaaS) Terms & Conditions

This Master Software Subscription Services Agreement (the "Agreement") governs Your acquisition of the services described in signed or authenticated order that identifies the services and other terms and conditions by which You will be provided the Services (an "Order Form") between You as the customer and the Catalis entity that is providing the Services (referred to in this Agreement as "Catalis.") Capitalized terms have the definitions set forth in this Agreement. "Customer" or "You" or "Your" is the legal entity that is entering into an agreement with the Catalis entity that is providing the Services described in an Order Form. The "Effective Date" of this Agreement is the date on the Order Form unless the Order Form specifies a different effective date. Customer and Catalis may each be referred to individually as a "Party" and together as the "Parties." Any Schedules to this Agreement are those that are part of the Order Form.

1. Definitions.

The following definitions shall apply in this Agreement:

1.1. Confidential Information. All information disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes Customer Data; Catalis Confidential Information includes the Software and associated services; and Confidential Information of each party includes the terms and conditions of this Agreement and all schedules (including pricing) in an Order Form, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by Recipient.

1.2. Customer Data. All data of Customer, whether proprietary or non-proprietary to Customer, converted for use with the Catalis Deliverables.

1.3. Customer Materials. All materials supplied by Customer in connection with this Agreement.

1.4. Deliverables. Those components, milestones, and/or materials, including, without limitation, the Software, documentation, maintenance modifications, and enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement. Deliverables can mean either Deliverables required from Catalis ("Catalis Deliverables") or Deliverables required from Customer ("Customer Deliverables").

1.5. Documentation. The written description of the functions and use of the Software.

1.6. Error. (i) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification; or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.

1.7. Functional Specifications. The functions and/or criteria for the Software described as documentation related to the Software or as described in an Order Form.

1.8. Intellectual Property. All interests of any kind including: (i) trade secrets, (ii) copyrights, (iii) derivatives, (iv) documentation, (v) patents, (vi) the Software, (vii) technical information, (viii) technology, and (ix) any and all proprietary rights relating to any of the foregoing.

1.9. New Product. Any change or addition to Software, Services and/or related documentation that: (i) has a value or utility separate from the use of the Software, Services and documentation; (ii) may be priced and offered separately from the Software, Services and documentation; and (iii) is not made available to Catalis' customers generally without separate charge. In the event of any disagreement between the Parties with respect to whether a change or addition constitutes a New Product, the good faith determination of such issue by Catalis shall be final, binding, and conclusive.



1.10. Statement of Work. The schedule or addendum to an Order Form that provides the written description and specifications for the services to be provided by Catalis to Customer, including the Deliverables and milestone, delivery, and acceptance schedules.

1.11. Software. The Catalis software supplied by Catalis pursuant to this Agreement as described in an Order Form. The term "Software" does not include New Products except to the extent added to the Software by separate agreement of the Parties and the payment to Catalis of the additional fees and under additional terms and conditions, if required by Catalis.

1.12. Software Acceptance Date. The date of acceptance of the Catalis Deliverables by Customer as described in this Agreement or the date that Customer uses the Software in a live environment, whichever is sooner.

1.13. Taxes. All federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar taxes), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other taxes of any kind, including without limitation any interest, penalty, or additions, whether or not disputed.

1.14. Test Validation Criteria. The acceptance criteria for the Catalis Deliverables pursuant to the normal implementation methodology applied by Catalis, or as agreed by the Parties in the Statement of Work.

1.15. Warranty Period. The thirty (30) day period commencing on the installation of the Software

2 Subscription License.

2.1. License. Catalis grants the Customer a license to access and use the Catalis Software and Catalis Deliverables described in an Order Form during the Term of this Agreement and in accordance with the terms and conditions of this Agreement (the "Services"). As part of the subscription by Customer, Catalis will perform the services described in this Agreement.

2.2. Scope of License Limited. The right of Customer to use the Software and associated documentation is for Customer's internal use only and limited to the field of use described in an Order Form. No title or ownership in the Software or documentation is transferred to Customer. Customer shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures approved by Catalis in advance and in writing. Only Customer's employees and necessary contractors acting in the proper scope of their services to Customer may access or use the Software or documentation. Customer shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any documentation.

2.3. Additional Services. Customer may subscribe to additional Services in a subsequent Order Form.

2.4. Restrictions. Customer shall not remove, edit, alter, abridge or otherwise change in any manner any Catalis Intellectual Property notices. Customer may not, and may not permit others to reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service; modify, translate, adapt, alter, or create derivative works from the Service; copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service; or distribute, sublicense, rent, lease, loan or grant any third party access to or use of the Service to any third party.

2.5. Installation at Customer's Location or Designated Data Center. The Services will be hosted at and operated from a third-party data center. The data center will meet industry standard certifications or processes for data security.

3. Fees, Installation Charges, and Taxes.

3.1. Subscription Fees. The subscription fees for the Services are set forth on the Order Form. Subsequent orders shall be at the fees in effect at the time of receipt by Catalis of any subsequent Order Form which identifies additional software to be included under this Agreement. Catalis will give notice to Customer of any fee increases for a renewal term after the Initial Term as defined below.

3.2. Configuration, Installation and Services Fees. Customer shall also pay for configuration and installation of Services and any other services required under this Agreement or requested by Customer as described in this Agreement at the then



prevailing fees, plus any travel expenses required, including reasonable mileage, airfare, meals, lodging, and similar expenses. Meals will be billed at the applicable GSA per diem rate.

3.3. Taxes. Customer is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by Catalis) and other fees or assessments incurred as a result of the use of the Software by Customer.

3.4. Currency. All Fees listed shall be interpreted as being in United States dollars (USD), unless otherwise stated.

4. Delivery and Acceptance.

4.1. Delivery, Testing and Installation. Each Party shall timely perform delivery of its required Deliverables in accordance with the Statement of Work, including any specified delivery schedule. Testing of Catalis Deliverables shall be completed by Customer in accordance with the Test Validation Criteria within fifteen (15) days following initial delivery to Customer. Within thirty (30) days following completion of testing of the Catalis Deliverables, Catalis shall install the Catalis Deliverables at the hosting facility for acceptance testing.

4.2. Acceptance. Within ten (10) days following completion of User Acceptance Test (UAT), Customer shall either: (i) accept the Catalis Deliverables in writing; or (ii) reject the Catalis Deliverables and provide Catalis with a statement of Errors resulting in operation not in conformance with the Test Validation Criteria. Catalis will correct any Error and redeliver the Catalis Deliverables to Customer within thirty (30) days following receipt of the statement of Errors. Customer shall, within ten (10) days following such redelivery, accept or reject the redelivered Catalis Deliverables in accordance with the procedures set forth herein. Failure by Customer to provide a statement of acceptance or statement of Errors within either of the ten (10) day periods specified herein shall be deemed to be acceptance by Customer of the Catalis Deliverables.

5. Payment.

5.1. Fees for Initial and Renewal Subscription Services. Payment of Software subscription fees, installation fees, and other fees on the Order Form will be made as provided in the Order Form. All Fees will be billed annually in advance and are due thirty (30) days after the date of the invoice. Unless Catalis provides advance notice of a different price increase for Services, the pricing during any renewal term will increase above the applicable pricing in the prior term by the greater of five percent (5%) or the increase in the CPI for the prior calendar year. "CPI" means the Consumer Price Index for all Urban Consumers (All Items U.S. City Average 1982-84 equals 100), published by the Bureau of Labor Statistics, United States Department of Labor, Bureau of Labor Statistics.

5.2. Fees for Subsequent Software Subscription. Payment of subscription fees, installation fees, and other fees to Catalis will be as specified on any subsequent Order Form.

5.3. Ancillary Charges and Out of Pocket Expenses. All additional or ancillary charges (e.g., additional training charges) and all out of pocket expenses of Catalis (e.g., travel expenses) which are payable by Customer hereunder shall be due and payable within thirty (30) days following invoice by Catalis.

5.4. Failure of Payment. In the event payment is not made as specified in this Agreement, Customer shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month that such sum is overdue; provided, however, that if Customer is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this section 5.4.

6. Warranty, Exclusions, and Disclaimer.

6.1. Services Warranty. Catalis warrants that the Services shall conform to the Functional Specifications and will be free of Errors during the Warranty Period. Catalis' sole obligation and responsibility to Customer under the foregoing warranty is to remedy, at no cost to Customer, any such Error reported to Catalis during the Warranty Period.

6.2. Warranty Exclusions. The foregoing warranties do not apply to any (i) damage arising from any cause beyond Catalis' reasonable control, including improper operation or use or misuse of Software by Customer, (ii) Errors caused by software or hardware not supplied by Catalis, or (iii) problems due to Customer's operating environment, including, without



limitation, temperature, humidity, dust, or static charge. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 6 OF THIS AGREEMENT, CATALIS DISCLAIMS AND CUSTOMER WAIVES ALL WARRANTIES ON THE SOFTWARE AND SERVICES FURNISHED UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CATALIS LICENSES THE SOFTWARE "AS IS" AND "WITH ALL FAULTS."

7. Functional Specifications.

Customer understands that such Functional Specifications shall be defined in accordance with Catalis standard applications and that any application and/or communication and/or functions not currently supported by Catalis shall be considered "customized" and, as such, may incur additional costs and delivery schedules beyond those stated and agreed to by Catalis.

8. Training.

Catalis shall provide training in the operation and maintenance of the Services. The number of training days is described in the Order Form. Customer may request additional training time and/or additional personnel to be trained, provided that any such additional training shall be chargeable to Customer at Catalis' then current fee for the requested training, plus reasonable travel expenses if such training occurs anywhere other than Catalis' facilities.

9. Restrictions Upon Disclosure of Confidential Information.

9.1. Protection. Recipient shall use commercially reasonable care, but in no event less than the same degree of care it uses to protect its own most confidential and proprietary information, to prevent the unauthorized use, disclosure, publication, or dissemination of Discloser's Confidential Information. Recipient shall provide Discloser's Confidential Information to its employees and necessary contractors only on a "need to know" basis, and always subject to the terms of this Agreement. Recipient agrees to accept and use Discloser's Confidential Information solely in connection with Recipient's participation in, and solely with respect to, this Agreement. Recipient shall inform its employees and necessary contractors of these confidentiality obligations and shall take such steps as may be reasonably requested by Discloser to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information. Recipient acknowledges that, in the event of a breach by Recipient of its obligations under this section 9, in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach or any unauthorized use of Discloser's Confidential Information. Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any of Discloser's Confidential Information or any other breach of these confidentiality requirements (including by any third parties) and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.

9.2. Limited Disclosure. Recipient may disclose Confidential Information of Discloser if and to the extent required by any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order. Recipient shall, except as otherwise expressly provided by the terms of this Agreement, return all tangible Discloser Confidential Information, including, without limitation, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon Discloser's request.

9.3. Ownership. All Discloser Confidential Information, including, without limitation, any and all adaptations, enhancements, improvements, modifications, revisions, or translations thereof created by Discloser or Recipient, shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby. Except as otherwise expressly provided in this Agreement, all Discloser Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

10. Intellectual Property Indemnity.

10.1. Indemnification of Intellectual Property Infringement Claims. In the event of any actual or threatened claims by a third party that the Catalis Deliverables infringe upon any Intellectual Property of such third party, Catalis will indemnify Customer with respect to such claims. Customer shall immediately notify Catalis of any such claim. The foregoing indemnity shall be ineffective if any of the Services have been modified, altered, or otherwise changed by Customer (or on behalf of Customer by any person other than Catalis). Catalis will have no liability or obligation under this section 10 if any claim of infringement is based upon: (i) the combination, operation, or use of the Software or Services with any component other than Catalis Intellectual Property, if such claim would have been avoided but for such combination, operation, or use; and/or, (ii) any derivative of any Catalis Intellectual Property created by any person other than Catalis. Catalis shall have



sole control over the selection of counsel and the defense and settlement of any legal proceeding or other claim and Customer shall provide Catalis with all reasonable assistance in the defense of the same.

10.2. Indemnification by Customer. Customer will defend Catalis against any claim, demand, suit or proceeding made or brought against Catalis by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Software, services, and/or content in violation of this Agreement, Order Form, or applicable law (each a "Claim Against Catalis"), and Customer will indemnify Catalis from any damages, attorney fees, and costs finally awarded against Catalis as a result of, or for any amounts paid by Catalis under a settlement approved by Customer in writing of, a Claim Against Catalis, provided Catalis (i) promptly gives Customer written notice of the Claim Against Catalis, (ii) gives Customer sole control of the defense and settlement of the Claim Against Catalis (except that Customer may not settle any Claim Against Catalis unless it unconditionally releases Catalis of all liability), and (iii) gives Customer all reasonable assistance, at Customer's expense.

10.3. Remedy. In the event of a third party claim that the Catalis Deliverables infringe the intellectual property rights of a third party, Catalis shall have the right, as Customer's sole and exclusive remedy against Catalis, at Catalis' sole election, to: (i) modify the allegedly infringing Catalis Deliverables to be non-infringing, provided that such modification does not adversely impact the functionality of the Software in any material respect; (ii) obtain a license or other rights to enable Customer to continue to use the applicable Software as contemplated in this Agreement, or (iii) to terminate this Agreement and return to Customer any unearned fees paid by Customer to Catalis.

11. Rights in Software, Data and Materials.

11.1. Catalis Ownership. As between Catalis and Customer, Catalis shall be the sole owner of all right, title, and interest in and to the Software, Services, all Catalis Deliverables, documentation, any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer, and any and all copies or derivatives created by either Party, exclusive only of the Customer Materials. Customer hereby irrevocably grants, transfers, and assigns to Catalis, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property which Customer may have or acquire, by operation of law or otherwise, in and to any or all of the Software, the Catalis Deliverables, documentation, and in and to any other Intellectual Property of Catalis, along with the good will of the business appurtenant to the use of any of the same. Customer further hereby irrevocably transfers and assigns to Catalis any and all moral rights Customer may have in and to such Software, the Catalis Deliverables, documentation, and in and to any other Intellectual Property of Catalis, and hereby forever waives and agrees never to assert any moral rights it may have during or after termination or expiration of this Agreement. Customer shall, at the request of Catalis, execute any and all documentation necessary to formally transfer such rights to Catalis. Customer shall promptly notify Catalis in writing if it becomes aware of any violation, infringement, or unfair competition related to the Catalis Intellectual Property. Customer agrees to allow Catalis full access to all relevant hardware, software, and material to determine compliance.

11.2. Customer Ownership. As between Catalis and Customer, Customer shall be the sole owner of all right, title, and interest in and to all Customer Materials. Catalis hereby irrevocably grants, transfers, and assigns to Customer, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property rights, which Catalis may have or acquire, by operation of law or otherwise, in and to any or all of the Customer Materials. Catalis further hereby irrevocably transfers and assigns to Customer any and all moral rights Catalis may have in such Customer Materials, and hereby forever waives and agrees never to assert any moral rights it may have or obtain, during or subsequent to the termination or expiration of this Agreement. Catalis shall, at the request of Customer, execute any and all documentation necessary to formally transfer such rights to Customer.

12. Support and Maintenance Services.

12.1. Scope and Definitions. Catalis shall provide maintenance and support services reasonably necessary to ensure that the Services operate in conformity with Functional Specifications and the documentation as described in this Agreement. The following terms shall apply to this section 12.

12.1.a. Critical Defect. An Error in the Services which renders the Services unable to perform a Functional Specification and for which a workaround is not available.

12.1.b. Non-Critical Defect. A defect in the Services that materially impacts the operation of the Services and for which a workaround is not available.



12.1.c. Telephone Support. The provision of general information and diagnostic advice and assistance concerning the use and operation of the Software and Catalis Deliverables via telephone. Telephone support is intended to be used by a limited number of people designated by Customer to communicate with Catalis about defects or problems. It is not a substitute for training of personnel by Customer.

12.1.d. Basic Maintenance Period. The Basic Maintenance Period is from Monday through Friday of each week, Eastern Time), except on the following recognized holidays ("Holidays"): New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day / Indigenous Peoples' Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. Hours of operation are as set forth in the Order Form.

12.2. Covered Maintenance.

12.2.a. General. Maintenance services and telephone support will be performed by Catalis during the Basic Maintenance Period. Maintenance services do not include Customer's costs necessary to access the Services.

12.2.b. Upgrades. Customer will receive all updated, patches and enhancements to the Services (except any New Product), including all related update releases and associated documentation.

12.2.c. Online Support and Telephone. Telephone support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and (iv) non-chargeable user error remedies. Remote diagnostics equipment is required at Customer locations for remote support, which equipment is to be obtained by Customer at its sole expense. Catalis may choose to request a copy of the client database to load in Catalis' offices in an attempt to either recreate the process or run the application to complete a process if time is of the essence.

12.2.d. Exclusions. Maintenance services do not include maintenance required by: (i) operator error or improper operation or use of the Services by Customer; (ii) modifications, repairs, or additions to the Services performed by persons other than Catalis, or damage to Services by Customer's employees or third persons; or (iii) training services. Any maintenance service or related service or training other than the maintenance services described above will be charged at Catalis' then current billable call maintenance rates in effect.

12.2.e. Billable Call Maintenance. Any maintenance service or related service or training other than covered maintenance services will be charged at Catalis' then current billable call maintenance rates in effect. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half of one hour (1/2 hour). Should billable call maintenance services require travel to the Customer's site, Customer will also be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, air fare, meals, lodging, and similar expenses; provided, however, that, in the event Customer is a governmental agency or authority, travel expenses shall be limited in amount by applicable federal or state statutory requirements. All charges for billable call maintenance shall be due and payable within thirty (30) days following invoice by Catalis.

13. Subscription TERM, Termination AND Expiration.

13.1. Term; Renewal. The initial term ("Initial Term") of this Agreement is specified in the Order form and shall commence on the Effective Date. The term of this Agreement shall automatically renew for the same period as the Initial Term unless either Party gives the other Party not less than one-hundred and eighty (180) days prior to the conclusion of the then current term of Agreement of its decision to not allow the Agreement to renew.

13.2. Termination for Breach. In addition to any other rights of termination specified herein, either Party may terminate this Agreement upon sixty (60) days prior written notice to the other in the event of the other's failure to cure a material breach within thirty (30) days after receipt of the terminating Party's written notice of default concerning the same.

13.3. Termination for Non-payment. Catalis may terminate Customer's subscription to the Catalis Deliverables for Customer's non-payment of any fees due to Catalis if Customer does not cure any such default within ten (10) days after notice is given to Customer.

13.4. Effect of Termination. Upon termination or expiration of the Agreement, Customer shall discontinue all use of the Services and shall immediately return to Catalis all copies of the Software and Catalis Deliverables and all other materials which contain any Confidential Information of Catalis in Customer's possession or control. Customer shall also permanently delete all copies of all such items residing in Customer's on or offline computer memory. Catalis shall be entitled to enter into any location controlled by Customer to repossess and remove all Software, Catalis Deliverables,



documentation and any other Confidential Information of Catalis. Customer shall, within five (5) days following the effective date of termination or expiration of Customer's subscription, certify in writing to Catalis, by an executive officer of Customer, that all copies of the Software, Catalis Deliverables and all documentation and any other materials required to be returned to Catalis or to be deleted have been returned or deleted as appropriate.

13.5. Customer Data Portability and Deletion. Upon request by Customer made within 30 days after the effective date of termination of a Statement of Work, Catalis will make Customer Data available to Customer. After such 30-day period, Catalis will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in Catalis systems or otherwise in Catalis possession or control, unless legally prohibited.

14. Excusable Delays.

Notwithstanding any other term or provision of this Agreement, Catalis shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of Catalis, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

15. Limitation of Liability.

IN NO EVENT SHALL CATALIS' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE SUBSCRIPTION FEES PAID BY CUSTOMER TO CATALIS DURING THE SIX (6) MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM.

16. Limitation on Damages.

NEITHER PARTY SHALL BE LIABLE IN ANY EVENT TO THE OTHER PARTY FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

17. Allocation of Risks.

CUSTOMER UNDERSTANDS AND AGREES THAT THE FEES CHARGED BY CATALIS SPECIFICALLY REFLECT THE ALLOCATION OF RISKS AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS AGREEMENT.

18. Miscellaneous Provisions.

18.1. ARBITRATION. UPON THE DEMAND OF EITHER PARTY (UNLESS PROHIBITED BY APPLICABLE LAW), ANY ACTION OR PROCEEDING SEEKING TO ENFORCE OR TO INTERPRET ANY PROVISION OF THIS AGREEMENT OR ANY RIGHT OR OBLIGATION, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY RIGHT OR OBLIGATION, OF ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT OR ARISING OUT OF CATALIS' RELATIONSHIP UNDER THIS AGREEMENT WITH CUSTOMER, SHALL BE DETERMINED EXCLUSIVELY BY ARBITRATION CONDUCTED BY AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; PROVIDED, HOWEVER, THAT ARBITRATION SHALL NOT BE REQUIRED IN ANY ACTION OR CLAIM BY A PARTY WHICH INCLUDES A REQUEST FOR INJUNCTIVE, EQUITABLE, OR OTHER EMERGENCY RELIEF.

18.2. Binding upon Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

18.3. Severability. If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.

18.4. Entire Agreement. This Agreement, together with the Schedules and/or Addendum(s), constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms of this Agreement. This Agreement may be executed electronically and in any number of counterparts, which will constitute one and the same agreement.



18.5. Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach or default shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision shall not be construed as or constitute a waiver of the right of such Party to subsequently enforce such provision.

18.6. Notices. Whenever any Party desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by delivery service, over-night delivery service or facsimile (followed by another permitted form of delivery) and addressed to the recipient Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt. Any Party may change its address for such communications to another address in the United States of America by giving notice of the change to the other Party in accordance with the requirements of this section 18.6.

18.7. Choice of Law; Construction of Agreement. This Agreement will be construed under the laws of the State of Georgia, exclusive of its conflicts of laws, principles, and has been negotiated by the respective Parties and the language shall not be construed for or against any Party. The titles and headings are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.

18.8. Further Assurances; Cooperation. Each Party shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described in and contemplated by, and to carry into effect the intents and purposes of this Agreement.

18.9. Non-Solicitation. For a period ending two (2) years following the date of termination or expiration of this Agreement, Customer shall not solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of Catalis who has been directly or indirectly involved in the development, licensing, installation, or support of any Catalis software product.

18.10. Independent Contractor Status. It is the intention of the Parties that their relationship is that of independent contractor and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties. Neither Party has any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity. Catalis shall be entitled to list Customer in any designation of its customers in advertising or other published materials of Catalis.

18.11. Publicity. Catalis may list Customer as a user of the Services on its website, in press releases and in other promotional materials after the acceptance of the Services. The Parties will cooperate to produce case studies or testimonials or other public announcements relating to the subject matter of this agreement and the relationship between the Parties and the Parties will not unreasonably withhold or delay their consent.

18.12. No Third-Party Beneficiary Rights. No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any person other than the Parties and their proper successors and assigns, and all terms and provisions shall be personal solely between the Parties to this Agreement and such proper successors and assigns.

18.13. Survival. The provisions of sections 9 through 11 and sections 14 through 18 shall survive the expiration or termination of this Agreement.

18.14. Fees and Costs. In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for a declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement (in each case, a "Proceeding"), the Party which substantially prevails in any such Proceeding shall be entitled to recover from the other Party all of such prevailing Party's fees and costs, including, without limitation, attorneys' fees, court costs, and costs of expert witnesses and of investigation, incurred at or in connection with any level of the Proceeding, including all appeals.

18.15. Cooperative Procurement. This agreement may be used as a cooperative procurement vehicle by any jurisdiction that is eligible. Catalis reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, scope and circumstances of that cooperative procurement.



SERVICE LEVEL AGREEMENT AND SUPPORT TERMS

1. DESCRIPTION OF SUPPORT SERVICES

1.1. Support Services

- 1.1.1. During the term of this Agreement, Licensor will provide the services described herein to maintain the Software in good working order, keeping it free from material defects so that the Software shall function properly and in accordance with the accepted level of performance as set forth in this Schedule.
- 1.1.2. Licensor will make available to Customer documentation for how to contact the Support, including a phone number for Customer to call requesting service. The Support Center operates during business hours, 8:00am to 6:00pm local time, Monday through Friday, excluding Holidays.
- 1.1.3. Not covered under Support Services are reported defects caused by customer computers, local environments, networks, or third-party software.

1.2. Customer First Line Support Responsibilities

Customers are required to establish and maintain an internal help desk to provide First Line Support. The Customer must use reasonable effort to document a Defect with sufficient information to recreate the defect, including, but not limited to, the operating environment, data set, and user, and the Customer must deliver such information to Licensor concurrently with its notification to Licensor of such defect. The Customer shall use all reasonable efforts to eliminate any non-application related issues prior to notification to Licensor of such defect, including, but not limited to, issues related to the network, user training and data problems not caused by the Software. Any internal documentation needed to maintain the internal help desk is the Customer's responsibility. In all cases, First Line Support requires you to investigate and provide initial response to your users for the following:

- a. First call response respecting performance, functionality or operation of the system and Software;
- b. Attempt to recreate the reported problem;
- c. Document the reported problem, including, when possible, screenshots and/or detailed descriptions with reproduction steps;
- d. Document the steps taken by your First Line Support to troubleshoot the problem;
- e. Resolve, when possible, the problems your users have reported.

1.3. Remedial Services

1.3.1. Upon receipt by Licensor of notice from Customer through the Catalis Support (via phone, email or through the Customer Support Portal) of an error, defect, or nonconformity in the Software, Licensor shall respond as provided below:

Service Level	Service Level Definition	Initial Response Time	Resolution
1	Your production use of the Software is stopped or severely impacted such that you cannot continue to work. The operation is mission critical to the business and no Circumvention Procedures are available. <i>*Support Level 1 issues must be reported via phone</i>	2 business hours	2 business days
2	You experience a severe loss of service where essential functionality is unavailable, however, operations can continue in a restricted fashion or by use of a Circumvention Procedure. <i>*Support Level 2 issues must be reported via phone</i>	4 business hours	5 business days
3	You experience a loss of service where non-essential functionality is unavailable and a workaround is not available to restore functionality.	2 business days	25 business days
4	You experience a loss of service where non-essential functionality is unavailable. The impact is an inconvenience, or a Circumvention Procedure is available.	2 business days	Within next two version releases
5	A cosmetic or minor issue that does not impact the operation of a Software.	2 business days	Issue may be resolved at Licensors discretion at a future date



6	All Feature Requests, usage questions, or requests for training. Also reported problems that are caused by customer computers, local environments, networks, or third-party software.	4 business days	These requests are outside the scope of our support obligations
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1.3.2. Any technical or other issue for which the Customer requests services, but which is not a Defect or Error, shall be treated as a Feature Request for additional services requiring a Professional Services Work Order. Any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of the Licensed Product shall not be considered a Defect or Error.

- a. Critical Defect: Error in the Services which renders the Services unable to perform a Functional Specification and for which a workaround is not available.
- b. Non-Critical Defect: Defect in the Services that materially impacts the operation of the Services and for which a workaround is not available.
- c. Documented Error: Error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification; or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.

1.3.3. Feature Request:

Definition: Functionality that does not currently exist in the Product. These requests are outside the scope of our support obligations. Licensor will include for consideration in future software releases or provide a billable Professional Services Work Order upon request.

Customers may request customizations by submitting a request through the Sales department (sales@catalisgov.com).

1.4. *Software Updates*

During the term of this Agreement, Licensor will maintain the Software by providing software updates and enhancements to Customer as the same are offered by Licensor to its licensees of the Software ("Updates"). All software updates and enhancements provided to Customer by Licensor pursuant to the terms of this Agreement shall be subject to the terms and conditions of the Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

- 1.4.1. Bug fixes;
- 1.4.2. Enhancements to market data service software provided by Licensor to keep current with changes in market data services or as Licensor makes enhancements;
- 1.4.3. Enhancements to keep current with the current hardware vendor's OS releases, as available from Licensor, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by Licensor; and
- 1.4.4. Performance enhancements to Software.
- 1.4.5. Updates do not include:
 - a. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and
 - b. New functions such as (i) new functionality in the market data delivery infrastructure; (ii) new market data feeds; (iii) new applications; and (iv) new presentation tools.

1.5. *Services Not Included*

Services do not include any of the following: (i) custom programming services; (ii) support of any software that is not Software; (iii) training; (iv) out-of-pocket and reasonable expenses, including hardware and related supplies. Services, as described in this section 1.4, if required by Customer, would be executed via approved Professional Services Work Order.

2. LOCATIONS

The Hosting provider will be specified in the Order Form. For U.S.-based customers, both AWS and Microsoft Azure Government's primary and geo-redundant back-up hosting facilities are located within the Continental United States; Canadian customer hosting locations are based in Canada.

3. RESPONSIBILITIES

Each Service Level Requirement (SLR) set forth in this document identifies key performance measures that will be used to evaluate the Licensor's delivery of the Software and/or service(s). The overriding goal in developing SLRs is to support



the Customer's desire to manage the Licensor's Software and/or service(s) by monitoring and measuring performance against defined SLRs.

In the event of failure to meet an SLR, Licensor shall: (i) immediately take steps to mitigate any harmful effects of such failure within its control, (ii) upon Customer's approval, correct the problem as soon as practicable, (iii) continuously, and when requested by Customer, advise Customer of the progress and status of remedial efforts being undertaken with respect to such problem, and (iv) demonstrate to Customer that all reasonable action has been taken to prevent a recurrence of the immediate failure.

If Licensor fails to achieve SLRs twelve (12) or more times in any rolling six (6) month period, Licensor shall be deemed to be in default of the Agreement.

SLR Type	SLR Name	Performance Target	Measurement Period
Response Time	E-mail and voicemail response rate	98% of e-mails and voicemails for Services Level 1 & 2 issues received by service desk responded to within 4 business hours	Monthly
Performance	System Performance	98% of web requests receive server responses within 500ms of the request arriving at the server	Monthly
Availability	Uptime / Availability	99.9%	Monthly
Scheduled Downtime	System Availability	≤8 hours scheduled down time per month (per component)	Monthly
Recovery Time Objective (RTO) and Recovery Point Objective (RPO)	Recovery Time and Data Recovery	≤8 hours with ≤1 hour of data loss	Designated recovery period following a disaster
Semi-Annual Disaster Recovery (DR) Test	Semi-Annual DR Test	Semi-annual DR test completed	Semi-annual



EXHIBIT A: SOFTWARE DESCRIPTION AND SCOPE OF USE

This Exhibit provides a description of the Software Services being offered; however, it is understood that detailed Functional Specifications will also be available in separate Documentation provided for guidance on product functionality and usage.

AssessPro 5.0 (AP5) CAMA Software (Hosted on AWS)

The purpose of this project is to convert / Upgrade the AssessPro Computer-Assisted Mass Appraisal ("CAMA") System from ("AssessPro Classic" to "AssessPro 5.0") on behalf of MONTEREY, MA. The latest released version of the AP5 application will allow Customer to modernize and improve existing administrative processes using tools designed with industry best practices. The project Scope of Services includes all deliverables and associated professional services described in each section and subsection.

In support of this strategy, Licensor shall furnish all staffing and materials to accomplish the work in a timely manner in accordance with the scope of work. The licensor shall also ensure strict conformity with all applicable Federal, State and local laws, each of which is incorporated by reference, and shall be responsible for obtaining all necessary approvals required for the performance of such work. Customer shall provide remote and onsite access to necessary servers and data and shall provide working facilities to Licensor employees when on site work is required. This accommodation shall include desk or meeting space and access to printing and telecommunications.

Module Name	Description of Software
AssessPro 5.0 (AP5)	AssessPro 5.0 CAMA Software (Hosted Database) AWS
Real Estate	Real Estate Module
Personal Property	Personal Property Module

Project Assumptions:

- Approximately (1,400) Parcels, Up to (10) years of data
- Real Estate & Personal Property
- Approximately (2-4) users (AWS AP5 Database Hosting Option)
- The current CAMA system is AssessPro Classic.
- The conversion estimate is based on the current CAMA vendor providing a copy of the Town's existing CAMA database and Sketch files for the conversion to AssessPro 5.0 (AP5). (All files must be delivered in a readable / unencrypted format) Conversion of all electronically stored sketches to SketchPro format.



EXHIBIT B: PROFESSIONAL SERVICES - ONE-TIME SCOPE OF WORK

AssessPro 5.0 (AP5) Conversion, Implementation and Training

- Convert all Real Property and Personal Property data from the current (AssessPro Classic) system to the AssessPro 5.0 (AP5) CAMA System..
- Adjust any observed discrepancies in the database conversion from the existing AssessPro Classic system to AssessPro 5.0 (AP5).
- The conversion adjustments will continue until the Customer and Licensor agree that the converted database is sufficient.
- Install/Set-up the converted database and proposed appraisal system on (AWS).
- Provide training in the use of the proposed system as required by Assessing Office staff; provide user manuals and training documentation (printed or electronic format).
- Licensor shall provide Customer with the latest released version of AssessPRO 5.0 (AP5) CAMA system for Real Estate, as of the date of the execution of this Agreement.
- The implementation of AP5 by the Licensor will include all core modules including Sketch, Analysis, Reports, Report Viewer, MA reports and extracts and Standard Valuation Modules.

**Financial Reserve
Policies and Procedures - DRAFT**

**Approved by:
Select Board &
Finance Committee
Effective: 9/4/19**

PURPOSE:

To formalize policies for the level of reserves and appropriate uses of the reserves in order to reduce risk in managing the town's short and long-term needs, to improve financial planning, and to help preserve the town's financial position.

AUTHORITY:

MGL Chapter 40 §5B

APPLICABILITY:

This policy applies to the short-and long-range budget decision-making duties of the Select Board, Town Administrator, and Finance Committee. It also applies to the related job duties of the Town Accountant and Town Treasurer. It pertains to free cash and the general stabilization fund.

POLICY:

The Town is committed to building and maintaining its reserves to have budgetary flexibility for unexpected events and to provide a source of available funds for future capital expenditures.

Free Cash

The Division of Local Services (DLS) defines free cash as "the remaining, unrestricted funds from operations of the previous fiscal year, including unexpended free cash from the previous year." DLS must certify free cash before the Town can appropriate it.

The Town will strive to realize year-to-year free cash certifications equal to five to seven percent of the annual operating budget (approximately \$250,000 to \$350,000). To achieve this, the Select Board, Town Administrator, and Finance Committee will propose budgets with conservative revenue projections, and department heads will carefully manage their appropriations. If the Town generates free cash consistently higher than seven percent of the annual operating budget (approximately \$350,000), the Select Board, Town Administrator, and Finance Committee will closely examine the situation to determine the cause, and make adjustments accordingly. If there is a specific and obvious explanation why free cash is significantly over the targeted amount on a one-time rather than recurring basis (sale of a valuable property, building, or vehicle, or other reason), that specific overage shall not be considered in evaluating the target.

As much as practicable, the Town will limit its use of free cash to building reserves, funding nonrecurring costs (i.e., one-time expenditures, such as capital projects, unforeseen and extraordinary deficits, and emergencies), and offsetting the Town's unfunded liabilities. The Town will avoid applying free cash to fund the operating budget. The Town will similarly avoid using free cash to reduce the tax rate on the annual tax rate recapitulation sheet, since this is essentially using it to fund recurring costs.

During the annual budget process, the Town should aim to leave free cash equaling one to two percent of the annual operating budget (approximately \$50,000 to \$100,000) in order to maintain a minimum level of funds in free cash for the time period between Town Meeting and the end of the fiscal year, and

to contribute toward the next year's free cash certification, without leaving too much unused money regularly in free cash.

General Stabilization Fund

A stabilization fund is a reserve account allowed by state law to set aside monies to be available for future spending purposes, including emergencies or capital expenditures, although it may be appropriated for any lawful purpose. The Town has established one general stabilization fund.

The Town will endeavor to achieve and maintain a minimum balance of twelve percent of the annual operating budget (approximately \$600,000) in its general stabilization fund. If the fund falls below the target minimum balance, the Town will annually appropriate to it an amount of at least two percent of the annual operating budget (approximately \$100,000), sourced either directly from the levy or by transfers from excess free cash, or other sources, in order to build the fund gradually to meet the target minimum balance.

The Town will endeavor to maintain a maximum balance of twenty percent of the annual operating budget (approximately \$1,000,000) in its general stabilization fund. If the fund is below the target maximum balance, the Town should consider appropriating to it a discretionary amount during the annual budget process, sourced either directly from the levy or by transfers from excess free cash, or other sources, in order to build the fund gradually, but not to exceed the target maximum balance.

Withdrawals from the general stabilization fund should be used to fund one-time capital expenditures, smooth out year-over-year budget differences, mitigate emergencies, or in response to other unanticipated events that cannot be supported by current general fund appropriations. When possible, withdrawals of funds should be limited to the amount available above the minimum target – twelve percent of the annual operating budget (approximately \$600,000). If any necessary withdrawal drives the balance below this minimum, the withdrawal should be limited to one-third of the fund's balance, and the Select Board, Town Administrator, and Finance Committee will develop a detailed plan to replenish the fund to the minimum level within the next two fiscal years.

PROCEDURES:

- Within 75 days of the close of the Fiscal Year, the Accountant shall report the balance in the General Stabilization Fund balance to the Treasurer, Town Administrator, and members of the Select Board and Finance Committee. Prior to and after any Annual or Special Town Meeting at which the General Stabilization Fund is impacted, the Town Administrator shall report the balance of the Fund to the Select Board and Finance Committee.
- Immediately after the certification of Free Cash, and prior to and after any Annual or Special Town Meeting at which Free Cash is used, the Town Administrator shall report the balance of Free Cash to the Select Board and Finance Committee.
- Any votes to expend from the Stabilization Fund shall require a two-thirds vote of the Town Meeting, consistent with the requirements of state law.

Scope of Services
HUMAN RESOURCES DIRECTOR
Monterey

Job Summary

The Human Resources Director (Director) is responsible for providing advice and counsel to the Town of Monterey on all aspects of human resources management, and to implement the Town's adopted human resources policies and procedures. The Director will work with the Select Board (SB), Town Administrator (TA), department heads, and employees to create a positive work environment and ensure the efficient and effective operation of the Town's workforce.

Supervision Received

The Director will report directly to the SB. The SB will evaluate the performance of the Director. The Director will propose changes to policy and procedure to the SB. The Director will recommend personnel actions to the SB and TA. The Director will work directly with Town Counsel as instructed by the SB.

Supervision Exercised

As directed by the SB, the HR Director will serve as a resource to the SB, TA, department heads and employees to investigate human resources issues raised and provide guidance on these issues. The Director, along with the TA and department heads, may recommend individuals for employment; recommend training and corrective or disciplinary actions; and evaluate assigned staff.

Scope of Services

Ongoing Responsibilities:

1. Oversees the Towns' compliance with all federal and state human resources laws and regulations.
2. Advises the SB and TA on current human resources best practices on areas including but not limited to recruitment, employee relations, performance evaluation, counseling and progressive discipline, benefits administration, policy development, and compliance with local, state, and federal employment laws.
3. In cooperation with the TA, ensures the maintenance of accurate personnel files and permanent records in accordance with federal, state and local regulations.
4. Organizes and promotes professional development opportunities, programs, trainings, and activities to ensure all Town employees, officials, and volunteers receive education and training relevant to their duties and responsibilities.
5. Communicates the Town's human resources policies and procedures to all Town employees, officials, and volunteers.

6. Investigates all complaints of discrimination, sexual or other unlawful harassment, and complaints of violation of a federal or state law.

Recurring responsibilities:

1. Annually reviews all personnel policies and procedures for accordance with the law and best practices. Proposes revised policies and procedures to the SB for approval.
2. Maintains and biennially reviews the job descriptions for all positions, with input from the TA and relevant department heads. Proposes revised job descriptions to the SB for approval.
3. Biennially reviews all compensation benefits plans, including investigating comparisons, with input from the TA. Proposes changes to the compensation and benefits plans to the SB for consideration during the annual budget process.

On-Call Responsibilities (when requested by the SB):

1. Assists with job postings, personnel recruitment, interviewing, selection, hiring, development and maintenance of new employee orientation packages.
2. Assists with employment contract review and/or negotiations.
3. Clarifies existing policies and procedures including compensation, benefits, and payroll.
4. Works in conjunction with the SB and TA regarding promotions, transfers, salary changes, reclassifications, and leaves of absence and termination. The SB is the hiring and firing authority.
5. Investigates personnel problems and disciplinary issues, counsels employees, mediates between employees, prepares performance improvement plans and prepares disciplinary warnings as requested by the SB and TA.
6. Performs exit interviews. Prepares employee separation notices and related documentation to provide a smooth transition out of the Town's employment. Provides information for exiting employees according to unemployment laws.
7. Assists with succession planning and identifying trends in employment. Identifies creative solutions to fill the Town's present and future staffing needs.
8. Represents the Town at meetings related to human resources issues such as grievances, arbitrations, Workers' Compensation, the Department of Labor Relations, and Massachusetts Commission Against Discrimination.
9. Attends and represents the Town at specified meetings and conferences related to human resources.



Software Hosting Agreement

This letter denotes the proposed hosting environment for QDS software packages to the buyer. Hosting is required for the software packages to operate, therefore an on-site server that meets QDS' outlined hardware/software requirements OR a managed hosting solution, as in this proposal is necessary.

I. The Buyer: Town of Monterey, 435 Main Road, P.O. Box 308 Monterey, MA 01245 (the "Buyer")

II. The Seller: Quality Data Service Inc., 121 Mattatuck Heights Rd, Waterbury, CT 06705 (the "Seller").

III. The Product or Service: The Buyer has purchased **the upgrade** to QDS software in the respective town office(s) (as indicated), and **SaaS & Support** for the listed products for 2024FY. Hosting is required for the upgrade to QDS CORE software.

Below is the proposed managed hosting solution:

MANAGED HOSTING

<u>Product/Service</u>	<u>Frequency</u>	<u>Due Date</u>	<u>FY</u>	<u>Amount</u>
Application Hosting	Annual	7/1/2024	2024	\$ 1200.00 ^(a)
Preferred Client Discount	n/a	n/a	2024	\$ (300.00)

ANNUAL SUBTOTALS \$ 900.00

^(a)Hosting fees for the remainder of 2023 through June 30th, 2024 will be waived. Annual hosting fees will start on July 1st, 2024.

Managed Hosting Environment Specifications:

- Redundant, off-site daily back-ups
- Guaranteed up-time of 99.98%
- Redundant power failovers
- HIPAA/PCI Level Security

V. Payment: All payments due as incurred.

VI. Binding Effect: This Letter of Commitment shall be considered binding provided funds are appropriated for the respective fiscal year(s). Therefore, the parties acknowledge that this Letter of Commitment is enforceable by either Party.

VII. Governing Law: This Letter of Commitment shall be governed under the laws of the Commonwealth of Massachusetts.

VIII. Acceptance: If you are agreeable to the aforementioned terms, please sign and return a duplicate copy of this Letter of Commitment.

SELLER – Duly authorized representative



Seller's Signature

Date: 5/30/2023

Print Name: Leonello DiNicola

Title: Chief Financial Officer

BUYER – Duly authorized representative

Buyer's Signature

Date

11/14/23

Print Name

Justin Makuc

Title

Select Board Chair

Buyer PO (If Applicable)



Quality Data Service, Inc.

121 Mattatuck Heights Rd
Waterbury, CT 06705

www.qds.biz

Quote	
Date	Quote #
7/1/2023	2020E7233R

Ship To

Name / Address

Monterey MA Town Hall
435 Main Rd
P.O. Box 241
Monterey, MA 01245

e-mail	leo@qds.biz
Contact	Leo DiNicola CFO
Phone #	2037559031

P.O. No.	Terms
Signed Letter	Due on receipt

Description of Services	Est Qty	Total
CORE Upgrade fee - Total Fee - \$4,500.00 - (Option 1 chosen)	1	4,500.00
Option 1 - Total Fee spread over 3 years Installment 1 due July 1 2023 - \$1,500.00 Installment 1 due July 1 2024 - \$1,500.00 Installment 1 due July 1 2025 - \$1,500.00		
CORE Tax Collection - Software and Support		5,660.00
Point Software Tax Support - PREPAID - CHECK # 13867 FOR \$ 5655.00 ON 10/19/2023 and CHECK # 13913 - \$1275.00 ON 11/2/2023	1	-6,930.00
CORE Assessor - Software and Support		1,270.00
Web Hosting Services (WHS) - CORE Products - per attached agreement (billed July 1 2024 for 2024-25FY)	1	900.00
QSearch - mytaxbill.com - Subscription Fees - FREE with Web Hosting Services (WHS) a \$1000.00 annual value	0	0.00
Sales Tax		0.00
Total		\$5,400.00

Customer Acceptance Signature	Title	Date	PO #

Signature represents you agree to our Terms & Conditions:

https://qualitydataservice-my.sharepoint.com/:b/a/person/iamiza_qds_biz/EVYdrfQoRllsq6J18DZ03QBQRz3BDukl6SLSrF9XcGdA?e=3EnWDU



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V. Payment: All payments due as incurred.

VI. Binding Effect: This Letter of Commitment shall be considered binding provided funds are appropriated for the respective fiscal year(s). Therefore, the parties acknowledge that this Letter of Commitment is enforceable by either Party.

VII. Governing Law: This Letter of Commitment shall be governed under the laws by the State of Connecticut.