

MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This Master Software License and Services Agreement (“Agreement”) is made and entered by and between Vision Government Solutions, Inc., a Massachusetts corporation with its principal place of business at 1 Cabot Road, Hudson, Massachusetts 01749 (“Licensor” or “Vision”) and the Town of Wilton, Connecticut (“Licensee”). Licensor and Licensee may be collectively referred to as “Parties” or individually as a “Party.”

WHEREAS, the Licensor has developed and owns, or has the right to use and/or license, certain software and related documentation that Licensee desires to use; and

WHEREAS, Licensor is willing to grant a license to Licensee to use, and Licensee desires to use, such software and related documentation, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and of the conditions and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1 Definitions

- 1.1 “Defect” shall mean reproducible errors in the Software which prevent the Software from performing in all material respects in accordance with the Documentation, when operated in the proper environment and used in accordance with all applicable instructions.
- 1.2 “Designated Hardware” shall mean the central processing unit (CPU), local area network, or network server or other hardware specified or permitted by Vision designated by the Licensee and in compliance with any known required specifications, and if applicable, the number of users set forth on the applicable Schedule or other addendum attached hereto and made a part hereof. The Designated Hardware may include mobile devices and annexed hereto. “Documentation” shall mean the user documentation describing the Software and providing guidelines for its use, and any and all additions and updates thereto provided to Licensee by Licensor, and any portion of the foregoing.
- 1.3 “Enhancement” shall mean collectively any modification, addition, or change to the Software that provides error corrections or efficiency alterations to the Software, designated as such in Licensor’s sole discretion. Enhancements are provided by Licensor to Licensee under this Agreement and/or pursuant to an applicable Schedule or other addendum, without an additional charge as part of warranty or maintenance Services, *provided that* Licensee has not breached this or any other Agreement between Licensor and Licensee. Enhancements are delivered to the Licensee as part of a software release.
- 1.4 “Installed Software” shall mean the specific Software being licensed to Licensee by Licensor as specified on any applicable Schedule, without regard to the method by which Licensee accesses such Software.
- 1.5 “License” shall mean the license granted hereby to the Licensee by the Licensor for the Software.
- 1.6 “Location” shall mean the permitted location for the Designated Hardware, as listed on the applicable Schedule(s) annexed hereto and made a part hereof.
- 1.7 “Module” shall mean a dependent software program that works with the Software but provides separate and optional functionality, which may be offered to Licensee for an additional charge.
- 1.8 “Person” shall mean any individual, partnership (general, limited or otherwise), limited liability company, corporation, joint venture, trust, trustee, unincorporated association, proprietorship or other legal entity, or any government, agency or subdivision thereof.
- 1.9 “Prices” shall mean the then-current list prices of Licensor for Software or Services. The price list in effect on the date of this Agreement may be annexed hereto as an applicable Schedule.
- 1.10 “Schedule” shall mean any additional document that is attached hereto, made a part hereof and incorporated into this Agreement by reference, that is executed by both Parties.
- 1.11 “Services” shall mean all the conversion, support, update, modification, installation, implementation, maintenance, consulting, training or other services provided to Licensee by Licensor or any designee of Licensor, pursuant to this Agreement and any applicable Schedule.
- 1.12 “Software” shall mean the Installed Software and any and all Enhancements and Upgrades, custom and other software hereafter provided to or obtained by Licensee pursuant to this Agreement, any other agreement between Licensee and Licensor, whether in object code, source code or any other form, and any portion of the foregoing. The Software may be further defined in any applicable Statement of Work.
- 1.13 “Statement of Work” shall mean a specific type of Schedule that specifies, among other things, the Software and Services being purchased and/or licensed by Licensee, and the number of users authorized to use the Software.
- 1.14 “Upgrade” shall mean collectively any significant modifications or changes to the Software which provides new or different functionality and/or interoperability, designated as such in Licensor’s sole discretion as a new software version. Upgrades are provided by Licensor to Licensee pursuant to an applicable Schedule. Licensor allocates or charges separate or additional consideration for Upgrades.
- 1.15 “Warranty Period” shall mean the period ending one (1) year after the Installed Software goes live for the use by Licensee. .

2 License Grant and Restrictions

- 2.1 General. The Licensor represents that it has the right to grant the License hereunder. The Installed Software and its related

Documentation are licensed, not sold, to Licensee for use only under the terms of this Agreement.

- 2.2 License Grant. Upon and subject to the terms and conditions of this Agreement, Licensor grants to Licensee, and Licensee accepts, a non-transferable, limited, non-exclusive license to: (i) use the Installed Software in object code form as limited below and by any applicable Schedule; (ii) use the Installed Software only for Licensee’s internal business needs; and (iii) use the Documentation to support the use of the Installed Software and/or Service(s). All rights not expressly granted hereunder shall be reserved to Licensor. Additionally, Licensee shall not, sublicense, sell, rent, transfer, distribute or otherwise commercially exploit or make the Software or Documentation available to any third-party. Licensee and all of its users who have the right to use the Installed Software on behalf of Licensee under this Agreement, will be bound and comply with this Agreement.
- 2.3 Restrictions. Licensee shall not, directly or indirectly (i) reverse engineer, decompile or disassemble the Software, or otherwise attempt to derive the source code of the Software, or any portion thereof; (ii) make more copies of the Software and the Documentation than is specified in this Agreement or allowed by applicable law, despite this limitation; (iii) publish or otherwise display the Software and/or the Documentation, including any screenshots of the Software, for others to copy; (iv) modify or create a derivative work of any part of the Software or Documentation; (v) use the Software other than as, or for any purpose other than that, set forth in the Documentation or in any application that may involve risks of death, personal injury, severe property damage, or environmental damage; (vi) file copyright or patent applications that include the Software or Documentation or take any other action that may transfer any intellectual property rights in the Software or the Documentation to any Person other than Licensor; and/or (vii) permit a competitor of Vision to use or view the Software and/or Documentation without Vision’s expressed written permission. The Licensee recognizes that the Software and/or Documentation is itself proprietary information and shall use at least the same degree of care as it uses to protect its own proprietary information of similar kind, but in no event shall such care be less than commercially reasonable, so as to protect the Software and Documentation without limiting the generality of the foregoing.
- 2.4 Provision of Installed Software. Licensor shall provide to Licensee (i)(a) the object code for the Installed Software or (b) remote access to the Installed Software and (ii) Documentation for the Installed Software. Maintenance is available only pursuant to a separate Schedule that may be attached to this Agreement.
- 2.5 Locations. In the event Licensee receives the object code for the Installed Software (rather than remote access thereto) Licensee shall use the Installed Software only on the Designated Hardware and at the Designated Location(s). Licensee shall have the right to change the Location of the Designated Hardware and to upgrade the Designated Hardware to use the Installed Software on a central processing unit that replaces the Designated Hardware. In no event shall Licensee have the right to use or permit the use of the Installed Software simultaneously on more than one central

processing unit in excess of the permitted number of users as set forth on the applicable Schedule.

3 Protection of Proprietary Rights

- 3.1 Proprietary Rights. Licensee acknowledges that the Software and Documentation have been and shall be developed by Licensor at great expense to Licensor, that the Software and Documentation are proprietary to Licensor and that Licensor has, and shall have and retain, full title, ownership, proprietary and other intellectual property rights in the Software and Documentation, including without limitation, copyright, trademark, service mark, trade secret, trade name and other intellectual property rights (collectively the “Proprietary Rights”). Further, Licensee acknowledges that the Software is designed as a standard product and not as a customized product created exclusively for the Licensee.
- 3.2 Licensee’s Rights. Licensee acknowledges that the rights granted to Licensee hereunder are only the rights of a Licensee. Licensee acknowledges and agrees that: (i) no title or ownership of the Software or Documentation is transferred to Licensee hereby; (ii) the Software and Documentation and all Proprietary Rights are, and shall remain, the exclusive property of Licensor (or its licensors); and (iii) except for the License granted in Section 2 above, Licensee shall not have any right, title or interest in the Software or Documentation. Licensee shall not make any claim or representation of ownership, or act as the owner, of any of the Software or Documentation. Licensee agrees not to remove, change or deface, and shall include, Licensor’s copyright notice and notice of its Proprietary Rights on each and every item of Software copied or reproduced.
- 3.3 Licensor’s Rights. Licensor acknowledges that it has no right to or interest in the data processed by Licensee using the Software, except that of limited use (i) to install, implement and maintain the Software, and (ii) for commercial purposes for that data deemed a public record pursuant to the laws and regulations of the applicable federal and state jurisdictions governing the disclosure of public records.
- 3.4 Confidentiality. Licensee shall keep confidential the Software and other information of Licensor which is confidential, proprietary or nonpublic (“Confidential Information”) and shall not disclose the Confidential Information to any Person, except to employee(s) of Licensee with a need to know the Confidential Information in order for Licensee to perform its obligations under this Agreement. Confidential Information shall not include information which (i) is in the public domain at the time of disclosure or enters the public domain through no act or omission of Licensee, (ii) Licensee’s written records in existence at the time of disclosure show was known to Licensee at the time of disclosure, (iii) is freely disclosed to Licensee, without restriction, by a third party without a duty of confidentiality to Licensor, and (iv) Licensee’s written records show to have been developed independently by Licensee by personnel without access to the Confidential Information.
- 3.5 Notification of Unauthorized Use. Licensee shall promptly notify Licensor upon becoming aware of the possession, use, or

knowledge of any Confidential Information by a Person not authorized by this Agreement to have such possession, use or knowledge. Licensee shall promptly furnish to Licensor full details of such possession, use or knowledge and shall use reasonable efforts to cooperate with Licensor, at Licensor's expense, in any action taken or deemed necessary by Licensor to protect the Confidential Information or Proprietary Rights.

4 Warranties

4.1 Software Warranty. Licensor warrants to the Licensee that the Installed Software shall operate in all material respects in accordance with its Documentation for duration of the Warranty Period ("Software Warranty"). Licensee's exclusive remedy and Licensor's exclusive obligation for any breach of this Software Warranty shall be the correction of Defects or replacement by Licensor of the nonconforming portion of such Installed Software, at Licensor's sole election. The failure of Licensee to notify the Licensor within the Warranty Period of the failure of the Installed Software to conform to the Documentation therefor shall relieve Licensor of its obligations and liabilities under this section of this Agreement. Licensee's notice shall disclose the items within the Documentation to which such Installed Software fails to conform and the manner in which the Installed Software fails to conform with sufficient specificity to permit Licensor to reproduce and correct such nonconformity. In the event Licensor determines, in its sole discretion, that it cannot, using commercially reasonable efforts, correct a Defect or replace such nonconforming portion of the Installed Software, Licensee may return the Installed Software and Documentation and receive a refund of the License fee paid hereunder. Licensee's right to return the Installed Software and Documentation and receive a refund hereunder shall expire at the expiration of the Warranty Period. This Software Warranty shall be null and void upon, and shall not apply to any Defect or nonconformity caused by (i) any modification or alteration of the Software or Licensee's equipment other than by or with prior approval of Licensor, (ii) misuse or abuse of the Software or Documentation, (iii) negligence or wrongdoing of Licensee in connection with the Software or Documentation, (iv) force majeure events as set forth in this Agreement, (v) malfunction of any of Licensee's equipment, or (vi) use of the Software or Documentation in any manner inconsistent with this Agreement or the Documentation therefor. Licensee shall pay Licensor at Licensor's then-current time and materials rates for its Services in the event Licensee makes a Software Warranty claim that is null and void or inapplicable hereunder. The Software Warranty does not apply to any portion of the Software, Documentation, supplies or materials which are, by their nature, consumable or expendable. The Warranty Period for Enhancements will run contiguously with the Software Warranty for the enhanced Installed Software, unless Licensor notifies Licensee that a longer Warranty Period applies upon delivery of the Enhancement to Licensee. The Warranty Period for Upgrades shall be as set forth in the Schedule or other agreement pursuant to which the Upgrade is provided.

4.2 Services Warranty. Licensor warrants that all Services will be performed in a professional and workmanlike manner, consistent

with then-current industry standards ("Services Warranty"). Licensee's remedy for a breach of the Services Warranty will be, at Licensor's option, either to (i) re-perform such Service(s); or (ii) to provide Licensee a refund for the allegedly defective Service(s). Such remedy will only be available if Licensee notifies Licensor in writing within thirty (30) calendar days of the completion of such Service(s).

4.3 Warranty Exclusions; Exclusive Remedy. LICENSOR DOES NOT MAKE ANY, AND EXPRESSLY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY USAGE OF TRADE OR COURSE OF DEALING, OTHER THAN THE WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Licensor does not warrant that the Software will satisfy, or may be customized to satisfy, all of Licensee's requirements or that the use of the Software will be uninterrupted or error-free. The remedies set forth herein shall be the sole and exclusive remedies of Licensee.

5 Maintenance Services and Enhancements

5.1 Commencement of Maintenance Service. Licensee acknowledges that this Agreement includes certain warranties for the Installed Software and Services, and that these warranties are separate from any Installed Software maintenance service. The commencement date of maintenance service and whether or not the maintenance service period overlaps with any Warranty Period will depend on the maintenance service purchased by Licensor.

5.2 Enhancements During Warranty. Licensor shall provide to Licensee during the Warranty Period, at no additional expense to Licensee, any correction or Enhancement provided by Licensor, as determined by Licensor in its sole discretion. After the expiration of the Warranty Period, Enhancements and Upgrades shall be available to Licensee as maintenance services, available for purchase pursuant to a maintenance Schedule. Enhancements and Upgrades shall also be available to licensees who have not purchased a maintenance Schedule and are not and have not been in breach of any agreement between such licensee and Licensor, on a time and materials basis, at Licensor's then-current terms and conditions, including Prices.

6 Limitation of Liability; Indemnification

6.1 Limitation of Liability. Licensor shall not be liable for any loss or damage that Licensee suffers or claims to have suffered other than, subject to the limitations set forth below, a loss or damage directly caused by Licensor's negligence or willful misconduct. Both Parties agree that Licensor has no liability whatsoever for Licensee's data or equipment.

6.2 Exclusion of Consequential Damages. In no event will either Party be liable to the other for (i) incidental, consequential, indirect, special, punitive or exemplary damages, whether claimed under contract, tort or any other legal theory, including but not limited to loss of use, revenue or profit, or (ii) loss of or

damage to Licensee data or programming, in either event whether or not such Party had notice of the possibility of such damages occurring or should have known of such possibility. The representations and warranties made in this Agreement extend only to Licensee and its permitted successors and assigns.

- 6.3 **Indemnification.** Licensee shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Licensor, its agents, employees, officers, directors, stockholders, successors and assigns from and against any and all liabilities, losses, damages, claims, suits and expenses, including, without limitation, reasonable attorneys' fees, of whatsoever kind and nature imposed on, incurred by, or asserted against Licensor, its agents, employees, officers, directors, stockholders, successors and assigns relating to or arising out of any failure on the part of Licensee to perform or comply with the terms of this Agreement.

7 Intellectual Property Indemnification

- 7.1 **Defense and Cooperation.** Licensor shall, at its own expense with counsel of its own choosing, defend any claim made against Licensee asserting that the Software infringes upon the United States patent or copyright rights of a third party, provided that Licensee provides immediate notice of such claim and Licensor has full control of such defense, the right to settle or compromise such claim and the incurring of any expense related thereto. Licensee shall fully cooperate with Licensor in any such defense.
- 7.2 **Infringing Software.** In the event of any claim described in Section 7.1 "Defense and Cooperation" above, or upon Licensor's determination that such a claim may occur, Licensor shall have the right, at its option, to (i) procure for Licensee the right to continue using that portion of the Software claimed to be infringing, (ii) require Licensee to cease using that portion of the Software claimed to be infringing and replace such portion with other software to make the Software non-infringing, or (iii) require Licensee to cease using that portion of the Software or Documentation claimed to be infringing and refund to Licensee a pro rata portion of the fee paid by Licensee for the License granted hereunder.
- 7.3 **Failure of Notification.** The failure of Licensee to notify Licensor of such claim shall relieve Licensor of its obligations and liabilities under this Section 7 "Intellectual Property." Licensor shall have no liability or obligation to Licensee under this Section 7 if any such claim is made by an affiliate of Licensee or is based upon, arises out of or results from (i) any product or information or data not provided by Licensor, (ii) the failure of Licensee to use Enhancements or Upgrades to the Installed Software, (iii) modification or alteration of the Software by a Person other than Licensor, (iv) misuse or abuse of the Software, (v) negligence or wrongdoing of Licensee or any malfunction, modification or alteration of Licensee's equipment, (vi) force majeure events set forth in this Agreement, or (vii) use of the Software in any manner inconsistent with this Agreement or the Documentation.
- 7.4 **Exclusive Remedy.** Section 7.1 "Defense and Cooperation" specifies the entire liability of Licensor and the exclusive remedy of Licensee with respect to any claim that the Software infringes

the intellectual property rights of any third party or a breach of Section 2.1 "General" of this Agreement.

8 Term and Termination

- 8.1 **Term.** This Agreement shall commence as of the latter date of both Parties' signatures and continue until terminated, as set forth below.
- 8.2 **Termination at End of Term.** Either Party hereto shall have the right to terminate this Agreement as it relates to the Services purchased under this Agreement at the end of any applicable specified term listed within an applicable Schedule upon ninety (90) days' written notice to the other prior to the expiration of such term.
- 8.3 **Termination for Material Breach.** Licensor shall have the right, upon ten (10) business days' notice to Licensee, to terminate this Agreement upon Licensee's breach of any of the terms and conditions of this Agreement or any other agreement between Licensor and Licensee and shall have the right to cease performance of its obligations hereunder, without notice, in the event Licensee breaches any of the terms and conditions of this Agreement or any other agreement between Licensor and Licensee. This Agreement shall automatically terminate in the event Licensee is unable to pay debts as they come due, enters into suspension of payments, moratorium, reorganization or bankruptcy, admits in writing its inability to pay debts as they mature, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any other judicial or administrative proceeding related to insolvency or protection of creditors' rights (and, if such action or proceeding is involuntary on the part of Licensee, such action or proceeding is not dismissed within sixty (60) days).
- 8.4 **Effect of Termination.** Immediately upon the termination of this License, for any reason, Licensee shall deliver to Licensor all copies in Licensee's possession of the Software and Documentation, in whatever form, shall destroy any copies of materials containing Confidential Information, and shall certify in writing under oath that all materials required to be delivered to Licensor or destroyed have been so delivered or destroyed.
- 8.5 **Obligations after Termination.** The termination of this Agreement shall be without prejudice to any rights of either Party against the other and such termination shall not relieve either Party of any of its obligations to the other existing at the time of termination.
- 8.6 **Additional Remedies Due to Breach.** Licensee acknowledges that, because of the confidential and proprietary nature of the Software, neither termination of this Agreement, nor arbitration, nor would an action at law be an adequate remedy for a breach by Licensee of Sections 2, "License Grant and Restrictions" and 3, "Protection of Proprietary Rights" of this Agreement. Accordingly, Licensee agrees and consents that in the event of such a breach, in addition to all other remedies which the injured Party may have, the injured Party shall be entitled to relief in equity, including a temporary restraining order, temporary or preliminary injunction and permanent injunction to restrain the continuation of any such

breach or to compel compliance with the provisions of this Agreement.

- 8.7 Surviving Sections. Notwithstanding anything to the contrary in this Agreement, 2.3, “Restrictions”; 3, “Protection of Proprietary Rights”; 6, “Limitation of Liability and Indemnification”; 7, “Intellectual Property”; 8, “Term and Termination”; 9, “Payment and Prices”(to the extent incurred prior to termination); and 10, “General Provisions” shall survive expiration or earlier termination of this Agreement.

9 Payment and Charges

- 9.1 Fees. Licensee shall pay to Licensor a fee in the amount set forth in the applicable Schedule(s) for the Installed Software, Documentation and or Services subject to this Agreement (“Fees”). All initial license fees and installation charges shall be paid in full at the time of the installation of the Installed Software. Parts and supplies shall be provided to Licensee, when needed and as available, at Licensor’s then-current terms, conditions and Prices, for as long as this Agreement is in effect and Licensee is not in breach hereof. Maintenance Services shall be provided as set forth in the applicable Schedule(s), upon the terms and conditions set forth therein.
- 9.2 Taxes. In the absence of valid documentation certifying exemption to the following, Licensee shall pay when due, any sales, use, excise, property, customs or other taxes, duties, tariffs or other assessments and related interest and penalties that Licensor may, at any time, become obligated to pay or collect in connection with or arising out of this Agreement, the License granted hereby or the Services to be provided hereunder (other than taxes based on Licensor’s net income). In the event Licensor is required to and does pay any such amounts which Licensee is obligated to pay, Licensee shall, upon the request of Licensor, promptly reimburse Licensor an amount equal to the amount so paid by Licensor and any interest, penalties, costs and expenses paid or incurred by Licensor in connection therewith, in no event later than five (5) business days following receipt by Licensee of an invoice from Licensor therefor.
- 9.3 Suspension of Performance. Failure of the Licensee to make payments when reasonably due under the terms of this Agreement shall entitle the Licensor, in addition to its other rights and remedies, to suspend further performance of the project.

10 General Provisions

- 10.1 Governing Law and Venue. This Agreement shall be governed by and construed under and pursuant to the laws of the State of Connecticut, exclusive of the laws relating to conflict of laws. Any dispute under this Agreement shall be heard and determined in any state or federal court sitting in the State of Connecticut, and each of the parties hereto hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom in any such claim, action, suit or proceeding) and irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such claim, action, suit or proceeding in any such court or that any such claim, action, suit or proceeding that is

brought in any such court has been brought in an inconvenient forum.

- 10.2 Entire Agreement. This Agreement and any Schedules, addenda and exhibits hereto, represent the entire and integrated agreement between the Licensee and Licensor and supersedes all prior negotiations and representations, either written or oral, with respect to the subject matter hereof and thereof. Where any conflict arises between this Agreement and other documents forming part of the Agreement, this Agreement shall control. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties hereto.
- 10.3 Headings. The headings and captions used in this Agreement are intended and shall, for all purposes, be deemed to be for convenience only and shall have no force or effect whatsoever in the interpretation of this Agreement.
- 10.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original for all purposes hereunder and all of which, when taken together, shall be deemed one and the same instrument.
- 10.5 Severability. If any term, clause or provision of this Agreement shall be judged invalid for any reason whatsoever by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision; and such term, clause or provision shall be deemed to have been modified to the extent necessary to make it valid and enforceable; or, if such term, clause or provision cannot be so modified, it shall be deemed deleted from this Agreement.
- 10.6 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be deemed to have been duly given and made, if in writing and served either by personal delivery or facsimile to the Party for whom it is intended or by being delivered postage prepaid, certified or registered mail, return receipt requested (or such form of mail as may be substituted therefore by postal authorities), in the United States mail, or with Federal Express or similar courier service, bearing the address shown in this Agreement or such other address as may be designated in writing thereafter by such Party. The addresses used to give such notices are as stated below.
- 10.7 No Waiver. The failure of Licensor to enforce at any time any of the provisions of this Agreement or the failure to require, at any time, performance by Licensee, of any of the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions and shall not in any way affect the right of Licensor to enforce each and every such provision thereafter. The express waiver by Licensor of any provision, condition or requirement of the Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- 10.8 Cumulative Rights. All rights and remedies conferred under this Agreement or any other instrument or law shall be cumulative and may be exercised singularly or concurrently.
- 10.9 Force Majeure. Licensor will not be liable for any failure or delay in performing services or any other obligation under this


GOVERNMENT SOLUTIONS

Agreement or for any damages suffered by Licensee or an end user by reason of such failure or delay, which is, indirectly or directly, caused by an event beyond Licensor's foreseeable control but not limited to strikes, riots, epidemics, pandemics, shelter in place or stay at home orders, natural catastrophes, terrorist acts, governmental intervention or advisories, or other acts of God, or any other causes beyond Licensor's reasonable control.

10.10 Authority. Each Party has full power and authority and has been duly authorized to enter into and perform its obligation under this Agreement, including Licensee's authority to enter into an

agreement of this scope and duration, all necessary approvals having been obtained. The execution, delivery and performance of this Agreement by each Party shall not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order decree or security instrument to which such Party or any of its principals is a party or subject to.

10.11 This agreement superseded the Software License Agreement and Software Maintenance Agreement between the parties dated October 14, 2002. See section 10.12 below signature lines

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

Licensee:

Town of Wilton
238 Danbury Road
Wilton, CT 06897

Licensor:

Vision Government Solutions, Inc.
1 Cabot Road
Hudson, MA 01749

Signature:

Signature:

By:

By:

Title:

Title:

Date:

Date:

10.12 Licensor Insurance, For the duration of the Term, Licensor shall maintain the insurance coverage prescribed by Paragraph 7 of the Licensee's Request for Proposals. Licensor shall furnish Licensee with a certificate of insurance upon request.