

CLOUD SERVICES SCHEDULE

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

WHEREAS, Vision is willing to provide, and Customer desires to utilize Vision’s Cloud Computing Service, 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 All capitalized terms used herein shall have the meanings attributed to them within the Agreement unless otherwise noted.
- 1.2 “Cloud Computing Service” shall mean any Service provided by Vision that allows Customer to access their data or software on Vision server(s).
- 1.3 “User” or “CAMA User” shall mean an employee of the Customer that was granted access to Customer’s Vision 8 CAMA Database by the customer.
- 1.4 “Vision Server(s)” shall mean any server that is owned or licensed to Vision and made available to clients by Vision.

2 Hardware, Software, Services and Terms

- 2.1 Vision will provide sufficient space on Vision Server(s) for Customer’s Vision 8 CAMA Database and Associated Documents.
- 2.2 Vision will install Customer’s Vision 8 CAMA database obtained and converted under CAMA Software Statement of Work (SOW) Agreement.
- 2.3 The terms and fees included in this Cloud Services Agreement are in addition to the terms and fees outlined in the SOW agreement, Annual Maintenance Agreement and Web Portal Public Access Agreement.
- 2.4 Vision will install all required server software including SQL.
- 2.5 Vision will set-up and configure 30-day rolling nightly backups of the CAMA Data and appropriate system files.
- 2.6 Customer will remain responsible to maintain their local intranet in good working order.
- 2.7 Customer will remain responsible to provide internet access with sufficient band width to all CAMA users.

3 Term and Automatic Renewal

- 3.1 The term of this Schedule shall commence upon the later of (i) the installation of Vision 8 or (ii) the execution of this Schedule and shall continue for one (1) year (“Initial Term”). Thereafter, the term will continue with automatic renewals for additional successive one (1) year periods, unless written notice of non-renewal is delivered by either Party to the other not less than sixty (60) calendar days prior to the expiration date of the then-current term (“Renewal Term”). Both the Initial Term and any Renewal Term may be referred to collectively as the “Term.”

4 Warranty

- 4.1 The Services Warranty as described within the Agreement shall be the exclusive warranty governing any Services provided within this Schedule.

5 Project Implementation Services

- 5.1 Vision shall provide installation instructions to install the necessary local interfaces to access the Software and Services. Vision shall provide assistance with the installation process as needed.
- 5.2 Customer shall promptly, upon completion of such installation, test the Installed Software using its data and notify Vision of any Defects or deficiencies.
- 5.3 Customer shall commence installation at its convenience once Vision has released to it the instructions for installation.

6 Customer Support

- 6.1 During the Term, upon and subject to the terms and conditions of the Agreement, the CAMA Software Statement of Work (SOW), and this Schedule, Vision will provide to Customer during Business Hours reasonable operational support and assistance as described in the Software Maintenance Agreement.
- 6.2 Vision shall use commercially reasonable efforts to respond to any request for support hereunder within one (1) business day of receiving such request. Vision strives for uptime of 99.9%.

7 Security

- 7.1 The Customer must keep confidential any of its passwords associated with the Software and Services. In addition, Customer must secure the hardware upon which the Software will be accessed using, antivirus software, malware protection software, or similar software protecting against malicious software, computer viruses, hijacking, or other offensive attack. A failure to adhere to the preceding statements will undermine Vision’s efforts for securing the Customer’s data stored on Vision’s servers.
- 7.2 Vision’s hosted solution includes nightly backups, firewalls, IP whitelisting, anti-virus / malware scanning, and user access restrictions and permissions.

8 Customer Restrictions and Responsibilities

- a) Customer is authorized to access and utilize Vision Servers to:
 - (1) Access, view, edit, maintain or otherwise utilize their CAMA data and Associated Documents
- b) Customer will not install or access any software or programs on Vision Servers without prior written approval from Vision.
- c) No 3rd Party access is allowed under this agreement. Customer will get prior written approval for all consultants, agents and other non-employee personnel that are requesting access to Vision Servers. Additional fees may be charged if Vision is required to grant access to any third parties, or if customer violates this provision.
- d) Customer will not utilize Vision Server(s) to access the internet without prior written approval, other than indirect internet access through the CAMA UI.
- e) Customer will ensure that its content will not violate any applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of its Content.
- f) We may suspend Customer's right to access or use any portion or all of the Service Offerings immediately upon notice to Customer if Vision determines:
 - (1) Customer use of Vision Service Offerings:
 - (a) Pose a security risk to the Service Offerings or any other customer,
 - (b) Could adversely impact Vision systems, the Service Offerings or Content of any other customer,
 - (c) Could subject Vision, our affiliates, or any other customer to liability, or
 - (d) Could be fraudulent
 - (2) Customer is in breach of this Agreement
 - (3) Customer is in breach of its payment obligations under this agreement

9 Other Exclusions

- 9.1 Notwithstanding anything herein to the contrary, the Services to be provided hereunder shall not be covered by this Schedule, and shall be provided (if at all) on a time and materials basis, if the Software malfunctions due to:
 - a) A modification or alteration of the Software or Service not provided by Vision;
 - b) Use of the Software or Service in a manner for which it was not designed; or
 - c) The failure of Customer to fulfill any obligation under this Schedule or the Agreement.
- 9.2 The procurement of and costs associated with third party software licenses including but not limited to Microsoft Office Suite, ESRI, Marshall and Swift, etc. are excluded from this Schedule.

10 Fees and Payments

- 10.1 The fee for the Software and Services performed hereunder during the Initial Term shall be as follows (“Initial Fee”):
- a) Initial Cloud Hosting Fee of Six Thousand Dollars, (\$6,000).
- 10.2 The Initial Fee shall be due and payable in the first year upon completion of the Vision Services specified in Sections 2.1-2.5 and 5.1 . For each subsequent year of the Initial Term and any Renewal Term, the applicable fee shall be paid in full at least thirty (30) days prior to the expiration of the current term, Provided that Customer's payment shall not be considered late or delinquent if Customer pays an invoice within thirty (30) days of receipt by the Customer's Finance Department with all necessary approvals
- 10.3 The Initial Fee shall be fixed as set forth in this Agreement for the Initial Term, but the fee for any Renewal Term (“Renewal Fee”) shall be as determined by Vision, which shall give Customer notice thereof not less than thirty (30) days prior to the expiration of the then-current Renewal Term.
- 10.4 Any Renewal Fee hereunder shall be due and payable in full not later than two (2) business days prior to the commencement of such Renewal Term.
- 10.5 Customer agrees to pay for Services provided at Customer’s request that are not covered by, or are expressly excluded from this Schedule within thirty (30) days of receipt of an invoice therefor at Vision’s then-current prices., provided that Customer's payment shall not be considered late or delinquent if Customer pays an invoice within thirty (30) days of receipt by Customer's Finance Department with all necessary approvals.
- 10.6 With Customer’s prior approval and if travel is necessary to perform the Services herein described, Customer shall pay to Vision, within thirty (30) days of receipt of an invoice, all reasonable out-of-pocket expenses incurred by Vision in performing the Services for Customer under this Agreement, including but not limited to expenses for travel, meals, lodging and parts, provided the customer pays an invoice within thirty (30) days of receipt by the Customer's Finance Department with all necessary approvals.

11 Termination; Suspension of Service

- 11.1 Customer shall have the right to terminate this Schedule upon Sixty (60) days written notice to Vision, provided that no such termination shall result in a refund to Customer of the Initial Fee or any Renewal Fee paid hereunder, nor shall it terminate the obligation to pay any remaining portions of the Total Initial Fee not yet invoiced.
- 11.2 Vision reserves the right to suspend the performance of Services under this Schedule if the Customer fails to pay the Initial Fee or any Renewal Fee within ninety (90) days of becoming due. During any such suspension, Services shall be restored once any outstanding Initial Fee or Renewal Fee has been paid in-full.
- 11.3 Any termination of the Agreement shall result in the immediate termination of this Schedule subject to the terms and conditions of the Agreement and this Schedule.
- 11.4 The termination of this Schedule 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.



By signing below, each party acknowledges that it has read this Schedule and the Agreement to which it is attached, understands them, and agrees to be bound by their terms and further agrees that they are the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the Parties relating to the subject matter of this Schedule. This Schedule may not be modified or altered except by a written instrument duly executed by both parties.

FURTHER, 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 principles is a party or subject to.

In witness whereof, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

Customer:
Town of Wilton
238 Danbury Road
Wilton, CT 06897

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

Signature:

Signature:

By:

By:

Title:

Title:

Date:

Date:
