

ANNUAL CLIENT CARE AGREEMENT

WTI Systems, Ltd.

WTI Systems, Ltd., a Delaware Corporation, located at 1741 S Big Bend, St. Louis, MO 63117 (hereinafter referred to as "WTI") by signature agrees to grant. AND

**Town of Chilmark
PO Box 119
Chilmark, MA 02535**

(Hereinafter referred to as the "Client") agrees to accept the following terms and conditions of this nontransferable and non-exclusive service agreement for the currently licensed software products installed and maintained by WTI Systems.

This Client Care Agreement is provided to your municipality under the following terms and pricing structure:

- Application software maintenance to the existing version level of currently licensed products.
- Furnish 800-number telephone support relative to the currently licensed software products from the hours of 8:00am to 5:00pm Eastern Standard Time excluding published WTI Systems holidays.
- Product enhancements provided, as they become available to the existing version level of the currently licensed software products.
- Licensed software program operation and documentation materials will be made available to the Client for all of the software products that are currently licensed.

Specifically excluded from this Agreement are the following:

- Enhancements or modifications to the software programs at the request of the user; such work would be considered a chargeable service.
- Support to new or existing software products that are not currently licensed or implemented in a production environment by the client.
- New hardware configuration.
- Modification of existing licensed software servers due to network changes.
- Maintenance of existing licensed software servers.
- New operating systems versions.
- New database or database management system versions.
- Correction of problems associated with operator error or negligence.
- Correction of problems caused by tapes, diskettes, or data generated by other systems not covered by this Agreement.
- Conversion costs for changes to database structure or code, if needed.
- Training by phone for new employees.
- Year End processing of W-2's and 1099's.

Effective Date

This Agreement is effective as of **July 1, 2012**, and will remain in effect until **June 30, 2013**.

Software Maintenance to the Software Products

All maintenance and update releases that are made available to the current software products for the existing version level in use will be applied as part of this Agreement. These updates may be applied either via telephone or and on site visit depending on the configuration and setup of the system.

On-site Services

If on-site assistance is required, we will perform these services on an as-needed basis and the cost of these services will be invoiced to the Client at our current standard hourly rate. Our hourly rate range for hardware and network support is \$95 - \$115. Our hourly rate range for software and application support is \$135 - \$175. These rates will be dependent on the technician and consultant's skill set. The invoice will reflect only time spent on the engagement and will include reimbursement for any mileage and out-of-pocket expenses that we incur as a result of the engagement. A travel charge or a portion of the travel time required may apply, however, these expenses and any significant expenses will have the prior approval of the Client.

Charges

Fundware	\$3590
Receivables Collection	\$15,999
Real Estate Billing	incl
Real Estate Appraisal	incl
Personal Property Billing	incl
Motor Vehicle Excise Billing	incl
Boat Excise Billing	incl
Report Generator	\$2551
Tax Title Administration	\$2632
Development Environment	\$ 466

General

WTI Systems, Ltd. is not responsible for the failure to fulfill the obligations under this Agreement due to causes beyond its control.

This Agreement is not assignable; none of the licenses referred to herein nor any of the software products or copies thereof may be sublicensed, assigned, or transferred by the Client without the prior written consent of the manufacturer and notification given to WTI Systems, Ltd. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this Agreement is void.

No action regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one year after the cause of the action has occurred, except that an action for non-payment may be brought within one year after the date of the last payment.

During the term of this Agreement and for one year after the termination of this Agreement, Client agrees not to hire, solicit for hire, or recommend for hire, any WTI Systems' employee without the prior written consent of WTI Systems. If Client hires an employee of WTI Systems, Client shall immediately pay WTI Systems, solely for the violation of this Section, an amount equal to one-hundred percent (100%) of such employee's current, total, annual monetary compensation (including without limitation wages, salary, bonuses, and commissions). Client agree that the provisions of this Section shall not preclude or limit any available actions at law or in equity, including without limitation, any form of damages or any injunctive or equitable relief, for misappropriation of trade secrets, unfair competition, breach of contract, or other cause of action arising from or out of the hiring or recruitment of WTI Systems' employee(s).

Your signature indicates your acceptance of WTI Systems, Ltd. Standard Terms & Conditions dated January 15, 2010 located at <http://www.wtisystems.com/tc> all of which are fully incorporated herein as if part of this Agreement

ACCEPTED:

Town of Chilmark

WTI Systems, Ltd.

BY:

BY:



Robert M. Raymond
VP General Manager

Date: _____

Date: 11/19/2011