

Legislative, Rules & Governmental Operations  
Information Technology

June 30, 2022

Committee Members: STROUGH, Driscoll, Conover, Frasier, Thomas, McDevitt and Seeber

Information Submitted by: Michael Colvin

Action Agenda/New Business

**Request Resolution:**

Request new contract with software vendor for programming platform called Vinyl.

**Rationale:**

Currently not able to fill the open programmer position with an experienced programmer and looking to change programming platform that does require specific skills to broaden our pool of available people.

**Request Resolution:**

Transfer money from salaries to cover the expense of new contract (if approved) in the amount of \$12,000.

**Rationale:**

Use the unused salary.

**Request Resolution:**

Transfer money from computer reserve fund for Sheriff server license upgrades and HR badge printer replacement.

**Rationale:**

Anticipated expenses.

## ***RESOLUTION REQUEST FORM NO. 3***

### ***Request for New Contract***

**DEPARTMENT NAME: Information Technology**

**DATE: June 30, 2022**

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Programming Tool**
- (c) Name of Contractor: **Vinyl**
- (d) Address of Contractor: **1560 Lenox Ave, Suite 203, Miami Beach, FL 33139**
- 0144 (e) Contractor's Contact Person and Telephone Number: **Charles Nardi 973-216-**
- (f) Has or will the Contract be provided, if so, please attach: **yes**
- (g) Commencement Date of Contract: **July 1, 2022**
- (h) Termination Date of Contract: **30 Days written notice**
- (i) Payment Provisions: i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed **per schedule in contract**  
iv) how will payments be made (i.e. monthly, quarterly,  
upon completion of the project, etc. **quarterly**
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\*  
and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and  
Amount: **A1680.470****

**Sample: A.1010 470 Legislative Board – Contract Sxx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations Sxx.xx**

\*as listed in budget and LOGOS

## STATEMENT OF WORK #1

This is a Statement of Work ("SOW") effective **July 1, 2022** between **Vinyl Development, LLC d/b/a Zudy@**, a Delaware limited liability company having its principal place of business at **1560 Lenox Avenue, Suite 203, Miami Beach, FL 33139** ("Zudy" or "Service Provider") and **Warren County**, having its principal place of business at **1340 U.S. 9, Lake George, NY 12845** ("Warren County" or "Customer"), which is hereby incorporated in this SOW by reference. *All pricing and project information in this document is confidential and covered by an executed NDA between the parties listed above.*

**Effective Date: July 1, 2022**

Customer Billing: **Warren County**  
Attn: Accounts Payable

Customer Project Name: **Vinyl™ Application Development – Initial Onboarding, Training, and Coaching**  
Project Site: **Remote**

### 1.0 Executive Summary

Zudy is a visionary software company with a unique view on enterprise application development. We've built an end-to-end, powerful, future-proof, Low-Code / No-Code Application Development platform – Vinyl™ ("Vinyl"). Vinyl enables any business to quickly build scalable, flexible, easily configurable, progressive "Enterprise Ready" apps in weeks—not months and years. Vinyl allows users to integrate seamlessly with all existing and future data sources and systems, without compromise.

### 2.0 Scope of Services Work - Deliverables

Zudy agrees to provide to **Warren County** the Vinyl resource(s) set out herein ("**Service Provider Resources**") as requested to design, build and support Vinyl Applications as assigned by Customer ("**Services**") to include: initial onboarding coaching and training.

### 3.0 Services Duration

From **July 1, 2022** to end date **September 30, 2022** ("**SOW Term**"), Zudy will invoice Customer monthly at the rates and hours listed in this SOW plus approved expenses.

The SOW Term may be terminated with a 30 days' written notice. Upon termination, Customer will pay to Zudy in accordance with the terms of this SOW for all work performed up to the date of termination.

### 4.0 Customer Requirements and Dependencies

Customer agrees to arrange workspace and reimburse Zudy for approved travel expenses according to Customer expense guidelines, which Customer shall provide to Service Provider Resources prior to commencement of Services. Customer will coordinate all subject matter expert(s) ("**SME(s)**"), business and information technology ("**IT**") meetings. Customer will provide design specifications to Service Provider Resources for each of the specified applications herein.

Customer acknowledges and agrees that the Services are limited to the Application Development Services set forth in this SOW and that Zudy will not have access to Personal Data (as defined herein) as a result of its provision of the Services. For the purpose of this Agreement, "Personal Data" means any data related to an individual or that identifies an individual or may, with reasonable effort, be used to identify an individual. Customer undertakes and agrees that: (i) it has and will process and maintain Personal Data in accordance with applicable laws, regulations, directives and certifications relating to data protection and privacy ("Data Protection Laws"); (ii) it has appropriate technical and organizational security measures to protect Personal Data against accidental, unauthorized, or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing; and, (iii) it has, if and to the extent applicable, obtained consents and permits from individuals as required under Data Protection Laws. Customer will indemnify and hold harmless Zudy from a breach of any representation, warranty, or covenant in this Section.

Warren County Initials \_\_\_\_\_

PROPRIETARY & CONFIDENTIAL – SOW #1

Zudy Initials \_\_\_\_\_

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LEGAL CONTACT

trishkennedy@zudy.com

(508) 776-3391

**5.0 Change Order Procedure**

It is mutually understood that business requirements, resources and dates may change upon mutual consent of the parties. Customer is responsible for revising the estimated project plan and requesting changes to the requirements for Services. Service Provider shall not commence work on any such change order unless and until the change has been agreed to in writing by both parties.

**6.0 Services Resource Plan, Fee, Invoicing and Taxes**

The Customer will receive 20 hours of free services with a **total estimated cost of US\$0.00**. Any hours in excess of initial allotment will be billed at standard rates and **invoiced monthly for actual hours worked**. Unused hours each month will carry forward to next billing cycle. Should travel expenses be required, Customer will be informed and must provide pre-authorization for travel expenses. Engagement may consist of a combination of both onsite\* and remote hours.

Due to COVID-19 all Onsite work is currently on hold. Zudy can accommodate all work remotely.

Standard Rates	
Role	Hourly Rate
Senior Solution Architect	\$ 245.00
Solution Architect	\$ 225.00
Solution Manager	\$ 200.00
Project Manager	\$ 175.00
Application Architect	\$ 175.00
Technical Architect	\$ 175.00
UI/UX Designer	\$ 175.00
Senior Application Developer	\$ 150.00
Application Developer	\$ 135.00

Invoices are due and payable **net 30** days from the invoice date.

This SOW may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An originally executed version of this SOW, that is delivered by one party to the other party, as evidence of signature, by facsimile, or by electronic mail after having been scanned as an image file (including, Adobe PDF and TIF, or an electronic signature) shall, for all purposes hereof, be deemed an original signature and neither party shall have the right to object to the manner in which the SOW was executed as a defense to the enforcement of the SOW.

**IN WITNESS WHEREOF**, the parties have executed this SOW effective as of the date of the last signature below. Each signatory, by signing below, certifies that he or she has validly entered into this SOW and has the legal authority to bind to this SOW the respective party for which he or she signs.

Accepted By: VINYL DEVELOPMENT, LLC D/B/A/ ZUDY  
("Service Provider")

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Print or Type)

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

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

Accepted By: WARREN COUNTY  
("Customer")

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Print or Type)

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

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

Warren County Initials \_\_\_\_\_

PROPRIETARY & CONFIDENTIAL – SOW #1

Zudy Initials \_\_\_\_\_

**MASTER SOFTWARE LICENSE AND SUBSCRIPTION AGREEMENT**

This Master Software License and Subscription Agreement (“**Agreement**” or “**MSSA**”) is effective as of **July 1, 2022** (“**Effective Date**”) by and between **Vinyl Development, LLC d/b/a Zudy**, a Delaware limited liability company having its principal place of business at **1560 Lenox Avenue, Suite 203, Miami Beach, FL 33139** (hereinafter “**Zudy**”, “**We**”, “**Our**” or “**Us**”) and **Warren County**, having its principal place of business at **1340 U.S. 9, Lake George, NY 12845** (hereinafter “**Warren County**”, “**Customer**”, “**You**” or “**Your**”). **Zudy** and **Warren County** shall also be referred to collectively as “**parties**” or individually as “**party**” in this Agreement.

BY ACCEPTING THIS AGREEMENT YOU AGREE TO ALL TERMS IN THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY OR ORGANIZATION, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY OR ORGANIZATION AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “**YOU**” OR “**YOUR**” SHALL REFER TO SUCH ENTITY OR ORGANIZATION AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ZUDY PRODUCTS AND METHODOLOGIES. IF YOU ARE A DIRECT COMPETITOR OF ZUDY OR YOU DEVELOP SOFTWARE PLATFORMS AND APPLICATION DEVELOPMENT SOFTWARE YOU ARE NOT ALLOWED TO ACCESS OUR PRODUCT AND OUR CONFIDENTIAL INFORMATION.

**1. DEFINITIONS**

“**Affiliate**” means, with respect to any party, any person, firm, trust, partnership, corporation, company or other entity, organization or combination thereof, which directly or indirectly (a) controls a party, (b) is controlled by a party, or (c) is under common control with a party; the terms “**control**” and “**controlled**”, for purposes of this definition, mean ownership of fifty percent (50%) or more, including ownership by trusts with substantially the same beneficial interests, of the voting and equity rights of such person, firm, trust, partnership, corporation, company or other entity or combination thereof or the power to direct the management of such person, firm, trust, partnership, corporation, company or other entity or combination thereof.

“**Applications**” means applications developed using Zudy’s proprietary Vinyl Software © Application Development Platform (“**Vinyl**”).

“**Beta Services**” means Our proprietary products and services that are not generally available to customers.

“**Data Source**” means a database server. For example, One SQL Server with any number of databases would be one data source. While One SQL Server with any number of databases with an additional SQL Server with any number of databases would be considered two data sources.

“**Documentation**” means online user guides, documentation, user manuals, technical manuals, release notes, and help and training materials, as updated from time to time, accessible via our secure partner and customer portal and any other materials prepared in connection with any Product modification, correction, or enhancement.

“**Intellectual Property Rights**” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

“**Law**” means, collectively, laws, statutes, ordinances, regulations and other types of government authority (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, false advertising, privacy and data protection, and publicity).

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**Order Form**” means an Order Form Schedule that is a subscription license between (and executed by) You and Us, in respect of Products specifically

referencing this Agreement and intended to become a part of and governed by the terms of this Agreement.

“**Personal Data**” means any data related to an individual or that identifies an individual or may, with reasonable effort, be used to identify an individual.

“**Products**” means the product and services that are subscribed to by You from Us, including without limitation, the Software.

“**Software**” means Our proprietary Vinyl™ platform.

“**You**”, “**Your**”, “**Warren County**” or “**Customer**” means the company or other legal entity or organization for which you are accepting this Agreement, and Affiliates of that company, entity or organization.

“**Your Data**” means electronic data and information used by You in conjunction with our Products.

“**User**” means an individual person who is authorized by You or Your Affiliates to use a Product.

**2. OUR RESPONSIBILITIES**

**2.1. Provision of Subscribed to Products.** We will make the Products and associated Documentation available to You pursuant to this Agreement and the applicable Order Forms. The terms of this Agreement shall govern Our provision of the Products and associated Documentation except to the extent modified by an Order Form. Unless stated in an Order Form, this Agreement does not extend to Your Affiliates. If any of Your Affiliates wish to subscribe to our Products, such Affiliate shall execute an Order Form, which shall reference this Agreement and be countersigned by Zudy’s authorized officer. Upon execution of the Order Form as aforesaid, such Affiliate shall be bound by the terms of this Agreement.

**2.2. Provision of Support.** We will (a) provide to You Our standard support for the Products at no additional charge, and/or upgraded support if purchased by You, and (b) make commercially reasonable efforts to make the online Products available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give at least 8 hours electronic notice and which We shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Pacific time), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, and service attack on relevant products.

**2.3. Protection of Your Data.** To the extent that We have control of, or access to, Your Data, We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Products and prevent or address service or technical problems, (b) as compelled by Law in accordance with Section 7.4 (Compelled Disclosure) below, or (c) as You expressly permit in writing.

**2.4. Our Personnel.** We will be responsible for the performance of Zudy personnel (including Our employees and contractors) and their compliance with Zudy obligations under this Agreement, except as otherwise specified herein.

**2.5. Beta Services.** From time to time, We may invite You to try Beta Services at no charge. You may accept or decline any such trial in Your sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes only and not for production use. Beta Services are not considered services under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. We may discontinue Beta Services at any time in Our sole discretion and without notice to You, and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

**3. USE OF PRODUCT**

Warren County Initials \_\_\_\_\_

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**3.1 Product Subscriptions.** Unless otherwise provided in the applicable Order Form, (a) Products are made available to You under subscription with Us, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

**3.2 Usage Limits.** Products subscribed to are subject to usage limits, including, for example, the quantities specified in the applicable Order Forms. Unless otherwise specified, (a) a quantity in an Order Form refers to Data Sources and/or specific Application(s), and the Software may not be accessed by more than the number of Data Sources and/or for the Application(s) You are licensing. If You exceed a contractual usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by a contractual usage limit, You will execute an Order Form for additional quantities of the applicable Products promptly upon Our request, and/or pay any invoice for excess usage.

**3.3 Your Responsibilities.** You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Products, including without limitation in respect of Your third-party hosting provider, and notify Us promptly of any such unauthorized access or use, (d) use the Products and Your Data only in accordance with the Documentation and applicable Laws, and (e) comply with this Agreement in Your use of the Products. You agree that: (i) You have and will process and maintain Personal Data in accordance with applicable laws, regulations, directives and certifications relating to data protection and privacy ("Data Protection Laws"); (ii) You have appropriate technical and organizational security measures to protect Personal Data against accidental, unauthorized, or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing; and, (iii) You have to the extent applicable, obtained consents and permits from individuals as required under Data Protection Laws, and (iv) You will comply with all requirements of Data Protection Laws with respect to notice to individuals of use and disclosure of Personal Data.

**3.4 Usage Restrictions.** You will not (a) make any Product available to, or use any Product for the benefit of, anyone other than You or your Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Product, or include any Product in a service bureau or outsourcing offering, (c) use Product to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or any applicable Law relating thereto, (d) use Product to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Product or third-party data contained therein, (f) attempt to gain unauthorized access to any Product or its related systems or networks, (g) permit direct or indirect access to or use of any Product in a way that circumvents a contractual usage limit, (h) copy Product or any part, feature, function or user interface thereof, (i) copy Product except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Product, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (k) access any Product in order to build a competitive product or service, or (l) reverse engineer any Product (to the extent such restriction is permitted by Law).

**3.5. External-Facing Product.** If You subscribe to a Product for creation and hosting of external-facing Applications, You will comply with, and be solely responsible for Users' compliance with, our current external-facing applications policy, including but not limited to Your having all responsibility to ensure proper licensing to Your clients, and also be solely responsible for complying with applicable Law in respect of such Applications, including but not limited to any use of cookies or other tracking technologies on such Applications and associated data compliance.

**4.1. Non-Zudy Applications and Your Data.** If You install or enable a Non-Zudy application for use with a Zudy Product, You acknowledge that the provider of that Non-Zudy application may have access to Your Data as required for the interoperability of that Non-Zudy application. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by a Non-Zudy application.

**4.2. Integration with Non-Zudy Applications.** Zudy Products may contain features designed to interoperate with Non-Zudy applications. To use such features, You may be required to obtain access to Non-Zudy applications directly from their providers, and may be required to grant to Us access to Your account(s) on the Non-Zudy applications. If the provider of a Non-Zudy application ceases to make the Non-Zudy application available for interoperability with the corresponding application features on reasonable terms, We may cease providing those features without entitling You to any refund, credit, or other compensation.

## 5. FEES AND PAYMENT FOR SUBSCRIBED TO PRODUCTS

**5.1. Fees.** You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Products subscribed to, and due monthly (ii) are in US dollar currency, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) quantities subscribed to cannot be decreased during the relevant subscription term.

**5.2. Invoicing and Payment.** We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due and payable net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

**5.3. Overdue Charges.** If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest determined as of the due date at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by applicable Law, whichever is lower, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

**5.4. Suspension and Acceleration.** If any amount owing by You under this Agreement or any other agreement (and including, but not limited to, Order Forms) is 30 or more days overdue, Zudy may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend use of Products to You until such amounts are paid in full. We will give You at least 10 days' prior notice that Your account is overdue, in accordance with Section 12.2 (Manner of Giving Notice), before suspending as aforesaid Our subscription services to You.

**5.5. Payment Disputes.** We will not exercise Our rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

**5.6. Taxes.** Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your subscriptions hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 5.6, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

**5.7. Future Functionality.** You agree that Your subscriptions for products and services hereunder are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

## 6. PROPRIETARY RIGHTS AND LICENSES

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(508) 776-3391

**6.1. Reservation of Rights.** Subject to the limited subscription license rights expressly granted hereunder, Zudy reserves all of Our right, title and interest in and to the Products, including all related Intellectual Property Rights. No rights are granted to You hereunder other than as expressly set forth herein.

**6.2. License by Zudy to Use Product.** We grant to You a worldwide, limited-term subscription license, under Our applicable Intellectual Property Rights and licenses, to use the subscribed to Products pursuant to all limits in your Order Forms and subject to this Agreement and the Documentation.

**6.3. License by You to Use Your Data and Applications.** You grant to Zudy and its Affiliates a worldwide, limited-term license to use, copy, transmit and display Your Data, and any Non-Zudy applications and program code created by or for You using Zudy Products, as necessary for Us to provide usable Products in accordance with this Agreement. Subject to the limited licenses granted herein, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, Your Confidential Information or any Non-Zudy application or program code.

**6.4. License by You to Use Feedback.** You grant to Zudy and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Products any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Products, excepting to the extent involving Your Confidential Information without Your approval.

**6.5. Federal Government End Use Provisions.** We provide the Zudy Products, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Products include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

## 7. CONFIDENTIALITY

**7.1. Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), 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. Your Confidential Information includes Your Data; Our Confidential Information includes all Products' information and technical design, code and content, and Documentation; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, Products' plans and designs, Documentation, 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 the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

**7.2. Personal Data Processing.** As a result of this Agreement, each party may have access to Personal Data, which Personal Data shall be Confidential Information for purposes of this Agreement. A party shall not be entitled to use Personal Data of the other party for its own purposes, and may only process such Personal Data on behalf of the other party and its designated Affiliates, for purposes permitted by this Agreement. Each party acknowledges that, notwithstanding any limited rights granted pursuant to this Agreement, it shall have no right, title or interest in the other party's Personal Data obtained as a result of this Agreement and further acknowledges and agrees that the other party owns all rights, title and interest to and in all such Personal Data.

**7.3. Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 7.3.

**7.4. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

**7.5. Injunctive Relief.** The parties acknowledge that, in the event of a breach or threat of breach of this Confidentiality Section, money damages will not be adequate. Therefore, in addition to any other remedies and notwithstanding anything to the contrary in this Agreement, the parties shall be entitled to seek injunctive or similar equitable relief against such breach or threat of breach.

## 8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

**8.1. Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

**8.2. Our Warranties.** We warrant that (a) this Agreement, the Order Forms and the Documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will not materially decrease the overall security of the subscribed to Products during a subscription term, (c) the subscribed to Products will perform materially in accordance with the applicable Documentation, (d) subject to Section 4.2 (Integration with Non-Zudy Applications), We will not materially decrease the functionality of the subscribed to Products during a subscription term, and (e) the subscribed to Products will not introduce Malicious Code into Your systems. For any breach of an above warranty, Your exclusive remedies are those described in Sections 11.3 (Termination) and 11.4 (Refund or Payment upon Termination).

**8.3. Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. PRODUCTS AND BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

## 9. MUTUAL INDEMNIFICATION

**9.1. Indemnification by Zudy.** We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party

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alleging that the use of a subscribed to Product in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense.

If We receive information about an infringement or misappropriation claim related to a Product, We may in Our discretion and at no cost to You (i) modify the Product so that it no longer infringes or misappropriates, without breaching Our warranties under Section 8.2 (Our Warranties), (ii) obtain a license for Your continued use of that Product in accordance with this Agreement, or (iii) terminate Your subscriptions for that Product upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from a Non-Zudy application or Your breach of this Agreement.

**9.2. Indemnification by You.** You will defend Zudy against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, Your Personal Data, or Your use of any Product or Application in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable Law (a "Claim Against Us"), and will indemnify Us from any losses, damages, and all related expenses (including attorneys' fees and costs) finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

**9.3. Mutual Indemnification.** Each party will also indemnify, defend and hold harmless the other from and against all claims for (i) all injuries and damages to person or property, and (ii) all actions, claims, demands and damages, in each case of (i) and (ii) solely caused or purported to have been solely caused by the grossly negligent act or omission or willful misconduct of the indemnifying party.

**9.4. Exclusive Remedy.** This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

## 10. LIMITATION OF LIABILITY

**10.1. Limitation of Liability.** EXCEPT FOR A PARTY'S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS AS PROVIDED HEREIN, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR SUBSCRIBED TO PRODUCT).

**10.2. Exclusion of Consequential and Related Damages.** EXCEPT FOR A PARTY'S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS AS PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

**10.3. Severability of Limitations.** SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF WARRANTIES OR LIMITATION OF LIABILITY, SO SECTIONS 8.3 (DISCLAIMERS) AND 10 (LIMITATION OF LIABILITY) MAY NOT APPLY TO CUSTOMER. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF SAID SECTIONS TO BE UNENFORCEABLE, THEN LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE FOREGOING LIMITATIONS APPLY EVEN IF THE REMEDIES DESCRIBED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

## 11. TERM AND TERMINATION

**11.1. Term of Agreement.** This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated.

**11.2. Term of Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one-year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless We have given You written notice of a pricing increase at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter.

**11.3. Termination.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment or the benefit of creditors.

**11.4. Refund or Payment upon Termination.** If this Agreement is terminated by You in accordance with Section 11.3 (Termination), Zudy will refund You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Zudy in accordance with Section 11.3, You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees due and payable to Us for the period prior to the effective date of termination.

**11.5. Your Data Portability and Deletion.** Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, Zudy will make Your Data available to You for export or download as provided in the Documentation. After that 30-day period, We will have no obligation to maintain or provide Your Data to You, and will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control as provided in the Documentation, unless legally prohibited.

**11.6. Surviving Provisions.** The Sections titled "Fees and Payment for Subscribed to Products," "Proprietary Rights and Licenses," "Confidentiality," "Representations, Warranties, Exclusive Remedies, and Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Term and Termination," and "General Provisions" will survive any termination or expiration of this Agreement.

## 12. GENERAL PROVISIONS

**12.1. Applicable Law/Language.** This Agreement will be interpreted and construed pursuant to the laws of the State of Delaware and the United States without regard to conflicts of laws and provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. In the event of any dispute between the parties under this Agreement or any Schedule, which is not resolved under Section 12.4, Customer agrees to submit to the exclusive personal jurisdiction of the courts of the State of Delaware. Notwithstanding any of the foregoing, Zudy shall have the right to seek injunctive relief in any court of competent jurisdiction.

**12.2. Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal

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delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant system administrator designated by You. For Zudy, all Notices should be sent to the address set out above, with copy to Zudy P.O. Box 128 South Harwich, MA 02661 and a 2<sup>nd</sup> copy to: Beverley Crump, Esquire, ThompsonMcMullan PC, 100 Shockoe Slip, 3<sup>rd</sup> Floor, Richmond, VA 23219. For Customer, all Notices should be sent to [to be provided by Customer].

**12.3. Official Language.** The parties agree that the official language of this Agreement and any related documents, inclusive of Order Form(s), is English. In the event of a conflict between a non-English version of Agreement or any related documents (even if prepared or executed in that language), then the official English translation shall prevail.

**12.4. Alternative Dispute Resolution.** Except for instance where equitable relief is permitted under this Agreement, in which case the parties shall have the right to seek relief in any court of competent jurisdiction, any and all claims, disputes, or controversies arising under, out of, or in connection with this Agreement or the breach thereof, (herein "dispute") shall be submitted to the chief operating officer (COO, or equivalent) of each party (or their designee in writing) for a good faith attempt to resolve the dispute. The position of each party shall be submitted, and the individuals promptly thereafter shall meet at a neutral site. If the parties are unable to reach agreement within seven (7) days following such meeting, then any dispute which has not been resolved within said seven (7) days by good faith negotiations between the parties shall be referred to mediation at the request of either party and, failing resolution by mediation, the dispute shall be determined at the request of either party by final and binding arbitration. Arbitration shall be conducted in Delaware, by three (3) arbitrators in accordance with the Commercial Arbitration Rules ("CAR") of the American Arbitration Association ("AAA"). The arbitrators shall be knowledgeable in the commercial aspects of software licensing, open source licensing, Internet applications, network security, technical consulting services and copyright and patent law and with the CAR of the AAA. Each party shall select one arbitrator within fifteen (15) days after the receipt by the noticed party of the demand for arbitration delivered in the manner set forth herein for providing notice to the parties. The two arbitrators selected thereby shall promptly select the third arbitrator in accordance with this Section. If the initial two arbitrators are not selected by the parties within said fifteen (15) days, then the AAA shall select the arbitrators. The arbitrators shall make detailed written findings to support their decision. The arbitrators shall render their decision no more than sixty (60) days after the parties finally submit the dispute to the panel. The panel's decision will be final and binding. Judgment upon any arbitration award may be entered in any court having jurisdiction.

**12.5. Legal Compliance.** Each party agrees to comply with all applicable Laws. Without limiting the foregoing, each party agrees to comply with all U.S. export Laws and represents that it is not named on any U.S. government denied-party list.

**12.6. Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at the above address, with copy to Zudy P.O. Box 128, South Harwich, MA 02661, and a second copy to Beverley Crump, Esquire, ThompsonMcMullan PC, 100 Shockoe Slip, 3<sup>rd</sup> Floor, Richmond, VA 23219.

**12.7. Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between You and Us regarding Your use of Products and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of

precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

**12.8. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's written consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided notice of such transaction is given to the other party with thirty (30) days after closing of the transaction. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event that You have been acquired or merged with a competitor and fail to notify Zudy within 30 days, We may terminate this Agreement upon written notice. In the event of such a termination, We will refund to You any prepaid fees covering the remainder of the term of all subscriptions hereunder. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**12.9. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**12.10. Third-Party Beneficiaries.** Our licensors shall have the benefit of Our rights and protections hereunder with respect to the applicable Products. There are no other third-party beneficiaries under this Agreement.

**12.11. Modification, Amendment, Waiver.** No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

**12.12. Interpretation.** Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders. Both parties have had an opportunity for legal review of this Agreement. The Agreement will not be construed in favor of or against either party by reason of authorship. The headings used in this Agreement are for convenience only.

**12.13. Severability.** If any provision of this Agreement pursuant to a procedure set out in Section 12.4 (or, failing that, a court of competent jurisdiction) is determined to be contrary to Law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

**12.14. Force Majeure.** Neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, general strikes or lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, terrorism, riot, natural disasters or governmental action.

**12.15. Counterparts and Execution.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An originally executed version of this Agreement, that is delivered by one party to the other party, as evidence of signature, by facsimile, or by electronic mail after having been scanned as an image file (including, Adobe PDF and TIF, or an electronic signature) shall, for all purposes hereof, be deemed an original signature and neither party shall have the right to object to the manner in which the agreement was executed as a defense to the enforcement of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of signing below, certifies that he or she has the authority to bind to this Agreement th

Warren County

By: \_\_\_\_\_ By:  
(Authorized Signature)

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trishkennedy@zudy.com

(508) 776-3391

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

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

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

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

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

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trishkennedy@zudy.com  
(508) 776-3391

**ORDER FORM SCHEDULE #1**

This is an Order Form Schedule ("Schedule") pursuant to the Master Software License and Subscription Agreement ("MSSA") between Vinyl Development, LLC d/b/a Zudy®, a Delaware limited liability company having its principal place of business at 1560 Lenox Avenue, Suite 203, Miami Beach, FL 33139 ("Zudy") and Warren County, having its principal place of business at 1340 U.S. 9, Lake George, NY 12845 ("Warren County" or "Customer") (or, if no MSSA, the Zudy standard form MSSA, also referred to herein as MSSA), which is hereby incorporated in this Schedule by reference. All pricing and project information in this document is confidential and covered by an executed NDA between the parties listed above.

Capitalized terms used but not defined herein shall have the meaning accorded to them in the MSSA. In the case of a conflict between a provision in this Schedule and a provision in the MSSA, such conflicting provision of the Schedule shall prevail over the conflicting provision of MSSA, but only with regard to this Schedule.

**1. Effective Date. July 1, 2022**

**License Type: Subscription License.** Zudy hereby grants to Customer a non-exclusive, non-transferable, limited term subscription license to use the Software with specific number of application servers listed below subject to the terms and conditions specified in the MSSA.

**License Restrictions.** Developer rights are included and Customer may use the Software to develop "end-user applications". Customer may develop applications for use in Customer's business.

**2. Software. Subscription License**

Software	Type of License	Number of PROD Environments
Vinyl™ Platform	Five Year Subscription	2

**3. Fees.**

- a) **Years 1 – 5: Total Subscription License Fee** **\$ 120,181.60 USD**
- b) **Years 6 – 10: Total Subscription License Fee:** **\$ 139,234.47 USD**
- c) **Total Subscription License Fee Across Ten Years:** **\$ 259,416.07 USD**

Subscription fees are billed quarterly and are due in full, net 30. Thereafter, subscription fees are billed 60 days in advance of subscription period, due net 30.

Business Partner Customer Relationship criteria:

- o **Executive Level Sponsorship:** Sponsorship and Visibility from the Business at an Executive level (CIO).
- o **COE:** Presence of an internal organization to own the solution (COE organization).
- o **Training:** Number of resources planned for training for the Vinyl Platform.
- o **Public Support:** Willingness to publicly support (Reference, Public Endorsement upon mutual agreement Case Study upon mutual agreement).

**4. Software-as-a-Service Subscription ("SAAS") Renewal Rights.** At the conclusion of the Subscription term, on July 1, 2027, SAAS Subscription will renew with Customer approval for consecutive term at pricing detailed in table below. Discounted 3% annual escalation year over year will begin after third year, on July 1, 2025. There shall be no Maintenance Fee associated with the SAAS Subscription. Customer may cancel at any time with 30 days' written notice.

Software Fees + Escalation	
Year 1 (7/1/22 - 6/30/23)	\$ 22,000.00
Year 2 (7/1/23 - 6/30/24)	\$ 24,000.00
Year 3 (7/1/24 - 6/30/25)	\$ 24,000.00
Year 4 (7/1/25 - 6/30/26)	\$ 24,720.00
Year 5 (7/1/26 - 6/30/27)	\$ 25,461.60
<b>Years 1 - 5 Total:</b>	<b>\$ 120,181.60</b>
Year 6 (7/1/27 - 6/30/28)	\$ 26,225.45
Year 7 (7/1/28 - 6/30/29)	\$ 27,012.21
Year 8 (7/1/29 - 6/30/30)	\$ 27,822.58
Year 9 (7/1/30 - 6/30/31)	\$ 28,657.26
Year 10 (7/1/31 - 6/30/32)	\$ 29,516.97
<b>Years 6 - 10 Total:</b>	<b>\$ 139,234.47</b>
<b>Years 1 - 10 Total</b>	<b>\$ 259,416.07</b>

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PROPRIETARY & CONFIDENTIAL – Schedule #1 & Acknowledgement

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5. **Installation and / or Cloud Hosting.** Customer may, at its option, host the Software platform in a public or private cloud or, alternatively, install on premises.\* Regardless of where hosted Customer is responsible for the accuracy, quality, legality and security of Your Data and the means by which You acquired Your Data. Customer shall prevent unauthorized access to or use of Products, including without limitation in respect of Your third-party hosting provider, and notify Us promptly of any such unauthorized access or use. Customer shall use the Products and Your Data only in accordance with the Documentation and applicable Laws, and comply with this Agreement in Your use of the Products. With respect to Your Data, You accept sole responsibility for compliance with all applicable Laws with respect to data protection and Personal Data.

**Customer will host.**

*\*Software Delivery Acknowledgement form, Exhibit A, will be completed by Zudy and signed by Customer acknowledging the subscribed to Software has been received by Customer.*

6. **Billing.** The invoice for the Software subscribed to hereunder shall be sent to the following Customer email address for payment:

[Customer to complete]

**Shipping Address.** This must be the location where the software will be delivered.

[Customer to complete]

**Accounts Payable Contact:**

[Customer to complete]
Name:
Email:
Phone:

[Customer to complete with Yes/No answer]

Does Customer require Purchase Orders? \_\_\_\_\_

Does Customer use a 3<sup>rd</sup> Party Automated Billing System for Invoice Submissions? \_\_\_\_\_

Please indicate Customer's preferred method of payment:

\_\_\_\_\_ Credit Card\*    \_\_\_\_\_ Check    \_\_\_\_\_ ACH    \_\_\_\_\_ Wire

*\*Payments by credit card are limited to \$3,500*

**IN WITNESS WHEREOF**, the parties hereto have caused this MSSA Order Form Schedule to be executed by their duly authorized representatives as of the day and year signed below.

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PROPRIETARY & CONFIDENTIAL – Schedule #1 & Acknowledgement

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(508) 776-3391

**Vinyl Development, LLC dba Zudy**

**Warren County**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

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

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

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

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

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**PROPRIETARY & CONFIDENTIAL – Schedule #1 & Acknowledgement**

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**EXHIBIT A  
SOFTWARE DELIVERY ACKNOWLEDGMENT FORM TO MSSA ORDER FORM SCHEDULE**

**Software Delivery Acknowledgment**

Pursuant to the terms of the **Order Form Schedule No. 1** (effective **July 1, 2022**, "**Schedule**") to the Master Software License and Subscription Agreement ("**MSSA**") between **Zudy** and **Warren County** (or, if none, the Zudy standard form MSSA), the following software products were successfully delivered to Customer:

Product Name	Delivery Method	Date Delivered
Software: Vinyl™ Platform	Download	

**Acknowledged and Confirmed by:**

Customer accepts the delivery of the Software pursuant to the above referenced Schedule, or, if none, the MSSA between Zudy and the Customer (or, if none, the Zudy standard form MSSA). Customer acknowledges that all of Zudy's Confidential Information and Intellectual Property Rights as defined in the MSSA shall remain the property of Zudy.

Customer will not download or install the Software if Customer's authorized legal representative is unavailable to complete and sign this form.

**Warren County**

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Print or Type)

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

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

Please return the signed form to:

**PDF Email:** [trishkennedy@zudy.com](mailto:trishkennedy@zudy.com)  
**Original returned to:** PO Box 128, South Harwich, MA 02661

*RESOLUTION REQUEST FORM NO. 10*

*Request for Transfer of Funds*

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

DEPARTMENT NAME: Information Technology

SIGNED: Michael Colvin

DATE: June 30, 2022

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1680 110	Salaries	A.1680 470	Contracts	\$12,000

Please state reason for transfers requested: Custom Programming Needs.

**CONTINGENT FUND TRANSFER REQUESTS**

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions			

Please state reason for transfer request:

Please file original request with Clerk of the Board and retain copy for your records.

*RESOLUTION REQUEST FORM NO. 20*

*MISCELLANEOUS*

*\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.  
Please attach any backup information available and be as detailed as possible.*

DEPARTMENT NAME: Information Technology

DATE: June 30, 2022

(a) Purpose of Request: To appropriate funds from the Computer Reserve Fund to departmental budgets to purchase computers and related equipment and software.

(b) Details:

Human Resources	A.1435 220.1	\$1,000
Sheriff	A.3110.220.1	\$15,000

(c) Previous Resolution Number: N/A

(d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount: A.895.00 Computer Reserve Fund

Sample: A.8021 470 Planning & Community Development – Contract

\* as listed in budget and LOGOS