VADAR®Systems, Inc.

Software Application Agreement

Tax Collection and Financial Applications

This **Agreement** is entered into by and between VADAR® Systems, Inc. (hereinafter "VADAR®"), located at 20 Main Street Suite G1, Acton, MA 01720 and the Municipality of Townsend, MA, (hereinafter "the Municipality"), its administrative office located at 272 Main Street, Townsend, MA 01469.

Whereas, the Municipality desires software applications for financial applications (hereafter "Software") and application hosting services (hereafter "Services"); and,

Whereas, VADAR® provides Software and Services, and desires to provide Software and Services to the Municipality.

Now, therefore, in consideration of the promises and mutual covenants set forth herein, the parties agree as follows:

Definitions

"Documentation" means the user manual, product specification sheet, and any related documentation, whether in printed or electronic form, and any revisions thereof, provided by VADAR to Municipality under this Agreement.

"Error" means a failure of the Software to perform substantially in accordance with the Documentation.

The "Software" shall mean the current version of VADAR's proprietary relational database Software licensed to Municipality and used by Municipality for the processing of tax and financial information, together with any customizations, enhancements, Error corrections, revisions, new releases, and upgrades thereof and as detailed and described in "Attachment A" attached hereto.

"Confidential Information" shall mean any information, technical data, trade secrets or know-how, whether written or oral, disclosed by VADAR® to the Municipality in connection with this Agreement, relating to the Disclosing Party's present or proposed products (including but not limited to any source code, object code, user interface screens, algorithms, product designs, product architecture, database schema), financial data and operations, business strategies, customer lists and customer related matters, marketing activities, pricing or salary data, negotiations and contracts, or other information of a confidential or proprietary nature.

1.0 Term and Renewal.

1.1 Agreement Term

The term of this Agreement is for three (3) years from July 1, 2022 to June 30, 2025. VADAR® shall provide Software, Support and Services according to the terms set forth in Exhibits, "Attachment A" and "Attachment B". Assuming neither party is in default, the Parties may renew their agreement at the end of the term for such other terms and under such conditions as the Parties may agree, according to a schedule of mutually acceptable rates and terms.

I.2 Assignment of Municipal Project Manager

Municipality agrees, for the term of the agreement as stated above, to assign one individual to act as the Project Manager (hereinafter "Project Manager") for the duration of the Agreement. Project Manager shall be the central liaison and primary contact person for VADAR® for all matters relating to the installation, implementation and support of the Software. Project Manager agrees to assist VADAR® in setting priorities and timetables and managing customization requests and application enhancements between VADAR® and the appropriate municipal departments.

2.0 Products and Application.

2.1. Provision of Software and Software Licenses

During the term of this Agreement, VADAR® shall provide the Municipality, relational database Software according to and in compliance with Massachusetts State Laws for the Municipality's use in connection with the Municipality's processing of tax and financial information. Municipality, not VADAR®, shall be responsible for the utilization of the Software and input and maintenance of any necessary data other than conversions described in Section 4.0 and other than the Services detailed and described in "Attachment A" attached hereto.

VADAR® shall provide Municipality with software licenses of the Software consistent with the terms set forth in the attached Exhibits, "Attachment A" and "Attachment C". Should Municipality desire to purchase additional Software licenses, then VADAR® shall provide additional Software and Support upon a mutually agreeable schedule of rates and terms.

2.2 Software Support

During the term of this Agreement VADAR® shall provide Municipality toll free, telephone technical support of the Software, Monday through Friday, from 8:30 AM to 5:00 PM, Eastern Standard Time.

3.0 Training

Any on-site training time shall be billed according to a schedule of rates and terms in

Attachment A or according to a schedule of rates to be negotiated between VADAR® and municipality.

4.0 Provision and Protection of Information.

4.1 Format of Data
It shall be Municipality's exclusive obligation to provide all necessary, accurate, readable data to VADAR® for the initial conversion, setup and continued maintenance of database records. Client shall provide VADAR® all data files, including initial information for initial file set-up, Software configuration and data conversion, in readable, unencrypted, unpacked, ASCII text files formatted for the Personal Computer. VADAR® will not accept encrypted, packed, or unreadable files of any type. Time frames and timetables for all deliverables including but not limited to data conversion, Software configuration, Software installation, Software implementation and Software training shall begin with the confirmed RECEIPT of readable data files in VADAR® 's required file format from Municipality. Receipt of unreadable data files, receipt of data files that do not contain all necessary information, or receipt of data files that are not in VADAR®'s required format shall not trigger any such time frames or timetables.

4.2 Municipality's Conversion Responsibilities
Municipality shall bear sole responsibility to provide VADAR® data files for conversion and update purposes. VADAR® is not responsible for retrieving any data from Municipality's current software system. Municipality shall bear sole responsibility to pay all costs associated with providing readable files to VADAR® including costs incurred in utilizing a third party conversion vendor.

4.3 Third Party Data Vendor Relationships
It is the sole responsibility of Municipality to create, maintain, interface and manage any and all relationships between data files and third party vendors including but not limited to deputy tax collectors, collection agencies, attorneys, software companies and financial institutions. VADAR® will make all reasonable efforts to assist Municipality in physically interfacing data files from such third party vendors with the Software. It is the sole responsibility of Municipality to pay for all costs including but not limited to licensing costs, transaction costs and usage costs associated with any data files being provided, maintained or supplied by any third party vendor to fulfill the terms of this Agreement.

4.4 Validation of Data
VADAR® shall perform data conversion and cross validation of received and accepted data files only. Municipality shall troubleshoot file discrepancies, perform any necessary data entry and correction, and perform final reconciliation and validation of converted files. VADAR® shall make all reasonable efforts to assist Municipality in reconciling converted data. Limits and terms concerning VADAR®'s data conversion responsibilities are set forth in Attachment A.

4.5 Reliance and Indemnification

VADAR® shall be entitled to rely upon all such information, provided by the Municipality, in connection with systems and services to be rendered hereunder. Municipality shall indemnify and hold harmless VADAR® from and against any and all loss, cost, damages, expenses or fees, including reasonable attorney fees, incurred by VADAR® if all or any portion of such information is found to be untrue, incomplete or misleading in any respect.

4.6 Safeguarding Data

Municipality agrees to assume joint responsibility with VADAR® for safeguarding all municipal data records stored within VADAR® Systems applications. Municipality agrees to back-up and store copies of municipal data and will hold harmless VADAR® from all loss, cost, damages, expenses and fees, including reasonable attorney fees, incurred by or due to loss of data caused by municipality's failure to back-up municipal data records.

5.0 Reserved.

6.0 Warranties.

6.1 Terms

VADAR® warrants its products to follow state guidelines and procedures for the collection and maintenance of property tax receivables and revenue applications provided for under State Laws as of the date of this Agreement. Any future statutory changes after the date of this Agreement may result in additional billing to the Municipality. VADAR® warrants that the Software and Services shall be free from infringement of any rights of third parties.

6.2 Indemnification by VADAR®

VADAR® shall indemnify and hold harmless the municipality from and against any and all loss, cost, damages, expenses and fees, including reasonable attorney's fees, incurred by the municipality for any violation of the provisions of this Section 6.0 by VADAR®.

7.0 Payment.

7.1 The Municipality shall pay VADAR® for the products as referred to in Attachment A.

7.2 It is understood that the invoice for the first year's costs include the license and support fee to use the Software, and the invoice for the first year's costs must be paid by Municipality within thirty (30) days of receipt. Failure to pay within thirty days may be considered a default of this Agreement. Failure to cure said default within 15 days may result in termination of this agreement and surrender of all applications to VADAR®.

7.3 VADAR® shall submit annual invoices for additional years' support and

maintenance to the Municipality and the Municipality shall pay those invoices within thirty (30) days of receipt. Failure to pay within thirty days may be considered a default of this Agreement. Failure to cure said default within 15 days may result in termination of this agreement and surrender of all applications to VADAR®.

7.4 In the event of Municipality's default of this Agreement, VADAR® shall be entitled to recover, in addition to the amount due, all reasonable costs of collection, including reasonable attorney's fees.

7.5 Any delay or forbearance by VADAR® in enforcing any of said payment default provisions, are discretionary to VADAR®, and shall not be construed as a modification or waiver of any and all remedies that are available to VADAR®.

8.0 Intellectual Property.

8.1 Title and full ownership rights to the Software, as well as any or all object or source code, screen interface design, system reporting, and dunning notices are the proprietary intellectual property and trade secrets of VADAR® Systems. Incorporated. Municipality understands and agrees that said Software is being utilized under a leasing/licensing and support agreement whereby the Municipality leases the Software and VADAR® Systems, Inc. supports and maintains the Software during the terms of this agreement.

8.2 No part of the Software may be reproduced, redistributed, transmitted, transcribed, stored in any retrieval system, or translated into any human or computer language, in any form or by any means, without the express written permission of VADAR® Systems, Inc., 20 Main Street, Suite G1, Acton, MA 01720. The Municipality, however, is permitted to perform data and application back-ups of the Software for internal use within the Collector/Treasurer's or Finance office(s) only.

8.3 The term "VADAR®" is a registered trademark.

9.0 Termination of Contract.

9.1 Breach and Notice of Cure
Subject to the provisions of the section entitled "Force Majeure", if the Municipality shall fail to fulfill, in a timely and satisfactory manner, its obligations under this Agreement, or if Municipality shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty one (21) business days after written notification of such failure or violation is received by Municipality, then VADAR® shall thereupon have the right to terminate this Agreement by giving written notice to Municipality of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.

9.2 Surrender of Property

Upon any termination of this Agreement, subject to the Section entitled "Surrender", each party shall return to the other party all materials of such other party then in the returning party's possession. Ownership of each party's materials shall remain with the party originally owning the same.

9.3 Equitable Relief

The parties acknowledge that monetary damages may not be adequate in the event of a breach of this Agreement and that the non-breaching party shall be entitled to equitable and injunctive relief in addition to any other available legal remedies

10.0 Surrender.

10.1 Upon the termination of this Agreement, at VADAR®'s request, the Municipality shall within 30 days, surrender all copies of the Licensed Software, any applications owned by VADAR®, all Modifications and all tangible embodiments of, and all other VADAR® property, in good order and condition. Rights of ownership or possession of said VADAR® property and of the Software will not transfer to the Municipality.

10.2 Termination of this License will serve to terminate all licenses to the Licensed Software granted hereunder.

10.3 The Municipality agrees and consents that VADAR® has the right to entry to enforce such surrender. In the event of any breach of these provisions by Municipality, Municipality shall be liable for, and agrees to pay, any and all reasonable costs of such enforcement, including reasonable attorney's fees.

10.4 VADAR® agrees and consents upon termination of this Agreement, at Municipality's request, to provide Municipality in a timely fashion electronic and/or hard-copy of all municipal data records stored within the Software. All data stored within the Software remains the property of Municipality and right of ownership or possession of said municipal data records will not transfer to VADAR®.

11.0 Integration and Modification.

11.1 This instrument, together with any attachments expressly referred to herein, contains the entire Agreement between the parties. However, should either party from time to time request changes to the Agreement, such changes shall be effective when mutually agreed upon between the Municipality and VADAR® and incorporated in writing in this Agreement. Any changes in terms or conditions of this Agreement must be consistent with federal and state laws or where applicable, the Municipality's by-laws. In the event of a conflict between a Municipality's by-law and applicable state or federal law, state or federal law shall supersede.

11.2 In the event of a conflict between the provisions of the main body of this agreement, and any attached exhibits, documents, appendices or other materials, the provisions of this Agreement shall take precedence.

11.3 Modifications hereto shall be in writing and signed by authorized representatives of both parties. In the absence of information to the contrary, it shall be reasonable for either party to rely upon the other party's authority to sign and bind their respective principal.

12.0 Applicability of State Law.

This Agreement is made subject to and shall be interpreted and construed in accordance with the laws of The Commonwealth of Massachusetts.

13.0 Assignment.

This Agreement and the rights and obligations of either party may not be assigned or transferred voluntarily or involuntarily, by operation of law, without the prior written consent of either party. Such assignment, whether voluntarily or by operation of law, unless with the prior written consent of the other party, shall give either party the right to terminate said Agreement.

14.0 Reserved.

15.0 Indemnification.

15.1 VADAR® will defend, indemnify and hold harmless Municipality from claims against Municipality that the Software or Services infringe any patent, copyright, trade secret or other right of any third party, provided that Municipality promptly advises VADAR® of the existence of such claim. VADAR® shall have the sole control of the defense and settlement of any such claim. Municipality shall have the right, at Municipality's expense, to engage separate legal counsel to participate in such defense. If the Software or Services is found to infringe any such rights or if VADAR® is enjoined from the continued provision thereof or of any portion thereof, VADAR® shall, at its sole expense, either (a) obtain a license from all necessary third parties to permit such continued provision, or (b) replace or modify the applicable portions to eliminate such infringement, provided that no such replacement or modification shall cause a degradation in functionality or performance.

15.2 Municipality will defend, indemnify and hold harmless VADAR® from any loss, damage, cost or expense VADAR® may incur as a result of the negligence or willful misconduct of Municipality in connection with its performance or failure of performance hereunder or from any claim that Municipality's performance hereunder violates or is contrary to any banking or related law or regulation.

15.3 In the event a party fails to exercise its duty to defend under any provision of this Section 15.0 upon reasonable written notice, the other party shall have the right to control such defense and to charge the party contractually obligated to conduct such defense therefore.

16.0 Force Majeure.

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or time of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delays.

17.0 Survival.

The obligations contained in Sections 8.0 and 9.0 survive the termination or completion of this Agreement.

18.0 Miscellaneous.

18.1 Notices

All notices and other communications given in connection with this agreement shall be in writing and shall be sent via certified mail.

18.2 Waivers

Any waiver by a party of the breach of any provision hereof shall not constitute a waiver of any subsequent breach of the same or any other provision

19.0 Severability.

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then all parties will be relieved of the obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable, or void, it being the intent and agreement of the parties, that this Agreement will be deemed amended by modifying the provision to the minimum extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objective. If the remainder of this Agreement is capable of substantial performance, then it shall be enforceable to the extent permitted by law

20.0 Headings.

All headings contained in this Agreement have been inserted for convenience of reference only and shall be of no force or effect in any construction or interpretation hereof. Terms of gender will be deemed interchangeable, as will singular and plural terms, in each case unless the context otherwise requires.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly appreciated representatives.

VADAR® Systems, Inc.

(signature) Frank Natale, CEO

Frank Natale, Chief Executive Officer

DATE: 6/8/2022

The Municipality

(signature)

DATE: 6/22/2022

VADAR® Systems

EST. 1996

VADAR® Systems, Inc.

Financial Software Proposal for Townsend, MA
Date: 6/1/2022

	Annual Cost
Software Licenses & Support Charges:	
Property Tax Suite	$ 4,837.58
Quarterly Real Estate Billing & Collection	included
Quarterly Persor Delinquent Real Estate	included
Patriot Assessin Tax Title	included
Municipal Lien C Point of Sale	included
Motor Vehicle E: Abatement/Exemption	included
Delinquent Real Municipal Lien Certificate	included
Tax Title Billing : Vision Data Bridge	included
Collector's Receipts Turnover - Premium	$ 490.00
Abatement/Exemption	included
Point of Sale	included
UMAS Town Hall Base Accounting Package	$ 4,837.58
General Ledger/Subsidiary Ledgers	included
Accounts Payable	included
Treasurer Receipts	included
Detailed Budgeting	included
Custom Report Builder	included
Utility Billing & Collection - Water Billing & Collection (payment plan)	$ 5,995.58
Annual Software & Support Subtotals:	$ 16,160.74
VADAR Cloud - 10 Users:	$ 7,490.00
Annual Totals - Software & Cloud:	$ 23,650.74

Additional Optional Services:
VADAR Cloud - $990 per cloud user account per year (annual cost)
Workflow Process and Procedure Consulting - $990 per visit
Additional on-site training is $790 per visit

Additional Notes:
This proposal is reflective of a three (3) year contract renewal from July 1, 2022 through June 30, 2025.
No manual data entry included
Approved custom Programming or approved special programming quoted on a project basis
VADAR Cloud includes 24/7 secure Internet access to all data and applications, remote server monitoring, anti-virus sofware, daily data backups & disaster recovery
VADAR Cloud requires reliable high speed Internet connection
Proposal valid through June 30, 2022

Attachment B

APPLICATION SERVICES PROVISION AGREEMENT - MUNICIPALITY OF TOWNSEND, MA

1. Overview

VADAR is an Application Service Provider, "ASP", that deploys, hosts, manages and rents access to software applications on computer hardware located at a centrally managed facility. VADAR will provide Municipality of Townsend, hereafter " End User", with the ASP Services described in Section 2 of this Agreement.

2. Deliverables

Managed Hosted IT Services Overview
The following support services provided under this agreement.

Services:	
Hosted Infrastructure, Management, and Support Components	**VADAR Application Delivery via Citrix** • End User access to VADAR software via Citrix XenApp • Fully Managed Backup and Offsite Replication • Anti-Virus, Patch Management and Inventory of Server Infrastructure • All Server Software licenses for hosted environment are included and managed by VADAR • All Servers and data located in a Secure, Environmentally Controlled Data Center • All Servers monitored and supported by VADAR 24x7

3. Cost Summary

This project will be conducted on a fixed-price basis. All fees and schedules associated with this statement of work are based on a mutual acceptance of, and commitment to, the Scope of Services, Assumptions, Requirements, and supporting information contained in this Agreement.

Vadar Systems Total Solution Investment Includes:		
Base Fee:	**Cost per user per year**	**Number of users**
Basic Services For VADAR Fund Accounting and Property Tax Suites	Attachment A	Attachment A
Total Yearly Fee	Attachment A	

*Please note that these costs are already contained in Attachment A and are NOT in addition to the costs outlined in Attachment A
**Additional users are priced at $990 per user account per year

4. Assumptions

• In the event that support issues arise outside of what is supported in this Agreement, VADAR will discuss any fee and schedule impact with End User. End User shall agree in writing to have any out of scope services performed by VADAR prior to VADAR providing such out of scope services.

- VADAR shall not be liable for any other vendor-provided software/hardware support charges associated with escalating the troubleshooting of other vendor-specific support issues. These issues will be identified and reported to End User for approval.
- VADAR will work with third-party application vendors on a best-effort basis to assist in troubleshooting application-specific support issues.
- Printers are not covered in this support agreement; however, printer support at the OS and print queue level will be provided

5. Terms and Conditions

THIS APPLICATION SERVICES PROVISION AGREEMENT (this "Agreement") is entered into and made effective on July 1, 2022, between VADAR Systems, Inc. ("VADAR") , a Massachusetts Corporation located at 20 Main Street, Suite G1, Acton, MA 01720, and the Municipality of Townsend, MA ("End User") located at 272 Main St., Townsend, MA 01469.

WHEREAS VADAR is an Application Service Provider and deploys, hosts, manages and rents access to software applications on computer hardware located at a centrally managed facility (the "ASP Services"); and,

WHEREAS End User desires to subscribe for the ASP Services and software applications (the "Software Applications") as set forth in Section 3 which is incorporated into this Agreement by this reference.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

By accepting this Statement of Work ("Agreement"), End User agrees to be bound by the following terms and conditions:

The term of this Agreement for VADAR's Hosted Solution is for three (3) year(s) from July 1, 2022 to June 30, 2025. Should End User believe that VADAR is in material breach of it's obligations under this Agreement, End User shall notify VADAR in writing within 10 days of the date End User first has such belief. Upon receipt of such notification, VADAR shall have 30 days to cure such breach. If VADAR fails to cure a material breach within 30 days of notification by End User, then End User may terminate this Agreement by providing a 30 day notice with no termination fee beyond the 30 day period. Termination of this Agreement prior to the end of the Initial Term by End User for reasons other than VADAR's material breach of this Agreement, shall obligate End User to pay upon early termination of this Agreement an early termination fee equal to the remainder of contract term at the stated monthly minimum amount identified in Section 3, Cost Summary.

Recommendations on Laptops and Desktops:
Laptops and Desktops are recommended to meet the following minimum requirements:
- Pentium IV Processor
- 1 GB of RAM
- 40GB Hard Drive
- Current Warranty with Manufacturer
- Windows 10+

If any of these requirements are not met, VADAR reserves the right to charge End User hourly for any services performed in conjunction with each computer and end user.

ASP End User Helpdesk Support Restrictions:
End User Helpdesk Support is strictly remote support and does not include hardware support. Any services performed onsite or to restore computer to original settings are billed hourly.

Restrictions on Printers:
Printer types vary greatly and VADAR does not have access to or experience with every printer on the market. Although most printer brands function properly with the VADAR host site, VADAR cannot warranty that all printers will be compatible with a terminal services configuration.

Connectivity Requirements and Restrictions:

End User is responsible for providing connectivity to VADAR's hosting infrastructure. VADAR strongly recommends two independent business class Internet Services with appropriate bandwidth for high availability.

Fees and Payment Terms:

a. Fees: The fees for the ASP Services shall be as set forth in Section 3 of this agreement. Fees for Additional ASP Services or Related Services shall be as mutually agreed to by the parties and set forth in writing. .

b. Billing and Payment Terms. VADAR will invoice End User for the ASP services annually. Within thirty (30) days of receipt of each invoice, End User will pay to VADAR the entire amount due in United States currency.

Backup, Restore and Disaster Recovery Restrictions:

Managed Data Backups and IT Continuity include daily and weekly backups of End User data provided under this Agreement. Any backups of on premise End User owned systems are outside of this agreement.

Backup Retention:

Unless otherwise stated herein, VADAR provides the following backup retention per client:

- Base Full backup
- All Monthly Incremental backups (Monthly retention will be defined by storage availability on the BDR)
- Five weekly incremental backups
- Fourteen daily incremental backups
- Three days of intra-daily incremental backups
- Offsite backups are current Image. With Current Image, all incremental files are collapsed back into the Base Image creating a Synthetic Base Image. The Current Image available at the data center will be up to the last successfully transmitted incremental offsite. With the Current Image VADAR is able to restore a complete image of the server from the time the last daily incremental backup was received at the data center.

Storage Management:

Storage provided in VADAR's data center is pooled across the servers provided. Storage may be re-allocated as needed no more than four (4) times per year. This does not include the addition of new storage, only the re-allocation of existing storage across existing systems. Storage for onsite servers will vary based on the role of said server. VADAR cannot guarantee provisioned storage will be adequate for every client's growth needs. End User may incur additional charges if storage requirements outpace storage provided in onsite hardware.

Additions to Services:

From time to time End User may expand or contract for different levels of services. VADAR will audit use of services at least monthly and adjust billing for any and all items as needed. VADAR will consider the addition or subtraction of users, licenses, software, disk space or any other services a change and adjust the bill on a prorate basis as needed.

System Availability:

VADAR's availability goal is 98% uptime and is measured in a 365 day year calendar. "Downtime" is defined as the End User's inability to connect either to VADAR's core router, or VADAR's core firewall due to a failure by a VADAR owned and managed component.

Exclusions:

- Maintenance windows, both scheduled and emergency, are not included in the availability goal and do not impact the calculation of uptime/system access. VADAR has a regular weekly maintenance downtime window utilized for system patching and maintenance.

- Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of third party utility or telecommunications systems or the Internet, which may substantially delay, materially interfere with or render impossible the provision by VADAR of some or all of the Services.
- VADAR shall not be responsible for any delays, problems arising, or for its failure to meet service levels, caused by (a) the failure or poor performance of End User's internal computing systems, or local or wide area network or Internet connections; (b) the failure or poor performance of End User's power source and/or power supply; (c) any changes or modifications made to End User's operating system, environment, or equipment, other than those made by VADAR or its agents; (d) any unauthorized access to End User's computing systems; (e) End User's failure to perform its obligations under this Agreement; or (f) any failure outside of VADAR's control, including, but not limited to, failure of telecommunications lines or failure of Internet service.

Confidential Information.

- Each party acknowledges that it will have access to certain Confidential Information (as defined below) of the other party and agrees that it will not use for its own account or the account of any third party (except as required by law), any of the other party's Confidential Information or, disclose such Confidential Information to any third party, except to its own employees and contractors on a need-to-know basis (and who are themselves bound by a non-disclosure obligations at least as strict as the obligations contained herein) and will take reasonable precautions to protect the confidentiality of such information. "Confidential Information" refers to: (i) the terms and conditions of this Agreement; (ii) each party's trade secrets, business plans, business data and processes, strategies, methods and/or practices; (iii) any and all information which is governed by any now-existing or future non-disclosure agreement between the parties; and (iv) any other information relating to either party which is not generally known to the public, including information about either party's personnel, products, customers, finances, marketing strategies, services, or future business plans. The parties may specifically designate certain information as being Confidential Information whether by marking the information "confidential" or otherwise, however, information not so marked and which falls within the scope of this Section shall be treated as Confidential. Unless otherwise provided in this Agreement, upon termination of this Agreement, the parties shall immediately return or destroy all Confidential Information of the other party.
- Exceptions. Information is not Confidential Information if it (a) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (b) becomes known to the receiving party directly or indirectly from a source other than the disclosing party or a person having an obligation of confidentiality to the disclosing party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement; or (d) is independently developed by the receiving party.

6. Engagement Agreement

The signatures below indicate End User's and VADAR's understanding of and agreement to the deliverables, assumptions, risks, billing estimates, and expenses and terms identified in this Agreement.

End User	VADAR
Name: R. Eric Slagle	Name: Francis J. Natale
Signature:	Signature:
Title: Town Administrator	Title: CEO & Chairman
Date: 6/22/2022	Date: 6/8/2022