

Village of Hines Creek Council Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	October 22, 2019
Originated By:	Leanne Walmsley, Chief Administrative Officer
Title:	New Business – Municipal Information Systems Inc. 2020 Software Support Agreement and Software License Agreement
File:	0115

BACKGROUND/PROPOSAL:

Attached are the 2020 Software Support Agreement and 2020 Software License Agreement from Municipal Information Systems.

Note that there is a 2% increase to the Software Support Agreement for the 2020 year. Nothing has changed as far as the 2020 Software License Agreement so I did not copy last year's Agreement.

Total Cost for MuniWare Support:

2018	2018	Increase for 2020
717.15/month = \$8,605.80	731.49/month = \$8,777.88	\$172.08/year

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

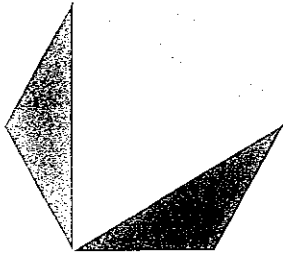
COSTS/SOURCE OF FUNDING (if applicable)

2020 Budget Amount of \$8,777.88

RECOMMENDED ACTION:

That Council enter into the 2020 Software Support Agreement and 2020 Software License Agreement with Municipal Information Systems Inc. in the amount of \$8,777.88.

Initials show support- Reviewed by:	Manager:	C.A.O. <i>dw</i>
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MUNIWARE

Fueled by Clients... Driven by Passion

MUNICIPAL INFORMATION SYSTEMS INC.

2020 SOFTWARE SUPPORT AGREEMENT

This Agreement is made effective as of the _____ day of _____ 20____

BETWEEN:

VILLAGE OF HINES CREEK

Box 421

HINES CREEK, AB T0H 2A0

Canada

(Hereinafter referred to as "CUSTOMER")

AND

MUNICIPAL INFORMATION SYSTEMS INC.

Box 3021, 10013 – 100 Avenue

MORINVILLE, Alberta T8R 1R9

Canada

(Hereinafter referred to as "MUNIWARE")

WHEREAS the parties have entered into a Software License Agreement.

NOW THEREFORE in consideration of the mutual terms, covenants and conditions contained herein, the parties agree as follows:

1. DEFINITIONS

- 1.1 "END USER" shall mean any person, organization or other entity that uses the SOFTWARE.
- 1.2 "SOFTWARE" shall mean MUNIWARE'S computer software in either executable or source code format as provided herein and all such other documentation accompanying such software for the purposes contemplated hereunder. SOFTWARE also means the computer software regardless of the form in which CUSTOMER subsequently uses it.
- 1.3 "SOFTWARE SUPPORT AGREEMENT" shall mean the software support agreement to be executed by MUNIWARE and CUSTOMER on an annual basis with respect to the support of the SOFTWARE.

CURRENT TERM

This agreement will commence on the first day of each calendar year (January 1), and continue until the last day of each calendar year (December 31), unless otherwise terminated in accordance with the provisions of this agreement (the "Current Term").

SOFTWARE SUPPORT COSTS

Software Support costs will be calculated for the entire Current Term, (based on the Software licensed to the CUSTOMER) divided into twelve (12) equal payments and billed monthly for the remainder of the Current Term.

Support costs for subsequent (additional) modules licensed during the Current Term will be calculated for the entire Current Term, divided into twelve (12) equal payments, and billed monthly for the remainder of the Current Term.

SOFTWARE SUPPORT SERVICES

MUNIWARE shall provide the following software support services to CUSTOMER during the Current Term for the Software licensed by the CUSTOMER.

1. Software maintenance and support between the hours of 7:30 A.M. and 5:30 P.M. Mountain Standard Time Monday through Friday except Statutory Holidays. Maintenance and support will be provided only for the Software licensed by the MUNICIPALITY and only for the current release versions supported by MUNIWARE.
2. Minor releases or minor updates to the Software including the provision of error corrections and/or updates from time to time at no additional charge provided such releases or updates occur during the Term. Minor releases and minor updates are reflected by a change in the second digit of the rev number (right of the decimal), in most cases. Notwithstanding the foregoing, the decision as to whether a software release or update is of a minor nature shall be made in the sole discretion of MUNIWARE.
3. Modem/Internet support for MUNIWARE Software.
4. Requests for custom enhancements will be considered and evaluated with the development of additional upgrades and/or additions to the Software for CUSTOMER'S specific use. MUNIWARE will respond to CUSTOMER'S reasonable requests for additional services pertaining to the software, including, data conversion, additional functionality, additional reports, and report-formatting assistance (such services referred to as the "additional services"). MUNIWARE reserves the right to charge additional fees for custom enhancements and the additional services. MUNIWARE will not undertake custom enhancements or any additional services without first providing CUSTOMER with a cost estimate of the work and receiving a work order for the custom enhancements or the additional services signed by CUSTOMER. CUSTOMER acknowledges and agrees that MUNIWARE retains exclusive ownership of all customizations and reserves the right to include customizations in future releases of the Software.

5. At MUNIWARE'S discretion (acting reasonably), and in consultation with, and with approval by CUSTOMER, MUNIWARE may provide maintenance and support services at the CUSTOMER'S office. MUNIWARE reserves the right to charge additional fees for this service and CUSTOMER agrees to reimburse MUNIWARE for all related traveling expenses including, without limitation, all costs for board and lodging provided that such additional fees and such related traveling expenses are firstly approved by CUSTOMER.

BILLABLE (SUPPORT) SERVICES NOT INCLUDED

This Agreement pertains only to software that was licensed by MUNIWARE to the CUSTOMER pursuant to the Software License Agreement referenced above. Items not covered under this Agreement include, but are not limited to the following billable services:

1. Accounting procedures including reconciliation and account balancing;
2. Database manipulations including the retrieval of lost or deleted database items except where such loss or deletion was caused by MUNIWARE's or its employees, subcontractors, agents or representatives;
3. Correcting errors resulting from improper use of the Software;
4. Training of new employees or re-training of existing employees outside of the mandatory training requirements detailed in the Software License Agreement; or training existing client personnel for new roles that they perform within the client organization; (i.e. promotions to new role, staff cover-off etc.)
5. Any work that requires MUNIWARE personnel to attend the CUSTOMER'S office(s);
6. Data file conversions;
7. Emergency Support (support initiated outside of normal MUNIWARE business hours);
8. Custom design / development work or process consultations;
9. Installation of the licensed Software on computers that do not meet MUNIWARE'S minimum requirements;
10. Improper installation by CUSTOMER or use of the licensed Software and related products that deviates from any operating procedures established by MUNIWARE in the applicable documentation or training processes;
11. Modification, alteration, addition or attempted modification, of the licensed Software undertaken by persons other than MUNIWARE or MUNIWARE'S authorized representatives;
12. Installation, configuration or integration of new hardware, software or consultations with third parties (i.e. computers, servers, printers, and other non-MUNIWARE software or technology. Further to this, work requiring more technical attention should be scheduled in a timely manner with MUNIWARE staff).

Billable Services (as listed above)	\$100.00 per hour plus GST
Travel Time	\$ 50.00 per hour plus GST
Mileage	\$ 0.58 per km plus GST
Emergency Services (high priority / last minute requests)	\$150.00 per hour plus GST
Custom design work or process consultations	\$150.00 per hour plus GST
Shipping Charges (i.e. Purolator)	At Cost plus GST
Subsistence (lodging, meals, car rentals, etc.)	At Cost plus GST
User Group	As designated by event topics and registration
Regional Training Groups	As designated by event topics and registration
Webinars	As designated by event topics and registration

If any of the above work is requested by the CUSTOMER, MUNIWARE will issue a separate billing detailing work performed and billed in ¼ hour segments at the listed rates.

ADDITIONAL COSTS NOT INCLUDED IN SUPPORT

Additional licence limits for all modules (except payroll)	Minimum of 50 @ \$2.00 each plus GST
Payroll Licence Limits	Minimum of 10 @ \$5.00 each plus GST
Software Licence Key Extensions	As quoted plus GST
New Module Licence	As quoted plus GST
11" Paper (Blue, Yellow, Grey, Brown, Green and Violet)	\$79.99 per case/1000 sheets plus, shipping and GST
14" Paper (Yellow)	\$89.99 per case/1000 sheets plus shipping and GST

RESPONSIBILITIES OF CUSTOMER

MUNIWARE'S provision of the SOFTWARE SUPPORT SERVICES set out above shall be subject to compliance with the following during the Current Term:

1. CUSTOMER will, during normal business hours, provide MUNIWARE with access to CUSTOMER's premises, personnel and equipment as reasonably required by MUNIWARE. This access must include the ability to dial-in to the equipment on which the software is operating and to obtain the level of access necessary to support the software.
2. CUSTOMER will provide supervision, control and management of the use of the software in accordance with the provisions of the SOFTWARE LICENSE AGREEMENT.
3. CUSTOMER will implement procedures for the protection of information and implement backup processes in the event of errors or malfunction of the software.
4. CUSTOMER will document and promptly report all errors or malfunctions of the software to MUNIWARE using MUNIWARE'S Helpdesk ticketing system. Failure to promptly report errors or malfunctions shall entitle MUNIWARE, in its discretion (acting reasonably), to charge additional fees for MUNIWARE services arising as a result of the delay in such reporting. MUNIWARE will carry out procedures for the rectification of errors or malfunctions within a reasonable time, as part of its release planning processes, after notification of such errors or malfunctions have been received from CUSTOMER. Any such fee's will be documented and discussed with the CUSTOMER prior to the remediation or charge for any such services.
5. CUSTOMER will maintain regular scheduled current backup copies of all programs and data. (i.e. at a minimum, databases should be backed up once a day).
6. CUSTOMER agrees not to use or transfer prior versions of the software and will destroy or archive in the manner directed by MUNIWARE, acting reasonably.
7. CUSTOMER will notify MUNIWARE of any personnel changes so that access to software or communication, and training can be properly maintained.
8. CUSTOMER ensures that its personnel are properly trained in the use of the software by MUNIWARE staff as set out in the 'Mandatory Training' section (10.0) of the Software License Agreement, noting that mandatory training from MUNIWARE shall be quoted and detailed for all new modules licensed or for new personnel employed by the CUSTOMER within the Current Term.
9. CUSTOMER acknowledges and agrees that the software is only for use by employees, contracted administrative staff, or contracted accounting staff of CUSTOMER, and CUSTOMER will not allow or permit anyone who is not an employee, contracted administrative staff, or contracted accounting staff of CUSTOMER to use the software without express written consent of MUNIWARE, such consent not to be unreasonably withheld or delayed.

10. CUSTOMER agrees to indemnify, hold harmless and defend MUNIWARE, its directors, officers, employees, contractors, subcontractors and agents; against any and all claims arising out of the exercise of any rights under this agreement and CUSTOMER's and END USER's (which in this Agreement shall mean any person, organization or other entity that uses the SOFTWARE) use, possession or operation of the SOFTWARE, including, without limiting the generality of the foregoing, against any damages, losses, costs, claims, expenses or liabilities whatsoever with respect to death, injury, loss, cost or damage to any END USER, person or property arising from or out of the possession, use or operation of the SOFTWARE by CUSTOMER or an END USER.
11. CUSTOMER agrees to pay a support/maintenance fee in the amount of **\$731.49** per month during the Current Term. The support/maintenance fee is due and payable in full within 30 days after the date of being invoiced. Any amounts not paid when due are subject to interest at a rate of 1.0% per month (12% per annum) until paid in full.
12. This agreement will apply to any additional software licensed to CUSTOMER by MUNIWARE during the Current Term subsequent to the signing of this agreement, and all costs and charges relating to the software support services provided by MUNIWARE hereunder in relation to such additional software shall be invoiced at the monthly rate set out above. Such payments are due and payable by CUSTOMER as set out above and subject to late payment interest at the rate set out above. CUSTOMER acknowledges and agrees that additional support services must be paid for all additional MUNIWARE software licensed to CUSTOMER.

TERMINATION

Unless terminated earlier as set out in the "Termination" section of the Software License Agreement, this agreement will remain in effect until the expiration of the Current Term.

Termination of this agreement shall be deemed to be a termination of all SOFTWARE LICENSE AGREEMENTS between CUSTOMER and MUNIWARE.

GENERAL

All notices in connection with this agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth on the front page. For the purposes of this agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail (barring postal service disruption) five days after proper deposit in a mailbox.

This agreement shall be governed by and construed the laws of the Province of Alberta, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

Each party acknowledges that they have read this agreement, understand it, and agree to be bound by its terms.

FOR THE CUSTOMER

Authorized Signature

Name

Title

Date

FOR MUNIWARE

Brandi Whiting

Authorized Signature

Brandi Whiting

Name

CEO, Director of Operations

Title

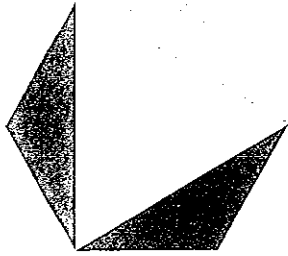
October 8, 2019

Date

Notice of Confidentiality

Please note that the information contained within this document is confidential and proprietary in nature.

This information (in whole or in part), cannot be duplicated, released, or reproduced (in any form print or digital), posted publicly on any websites, or shared with any outside third-party person(s) or agents that are not under the direct employ of the CUSTOMER named on the first page of this quotation without the express consent of Municipal Information Systems Inc. (MuniWare).



MUNIWARE

Fueled by Clients... Driven by Passion

MUNICIPAL INFORMATION SYSTEMS INC.

SOFTWARE LICENSE AGREEMENT

This Agreement is made effective as of the _____ day of _____ 20____

BETWEEN:

VILLAGE OF HINES CREEK

Box 421

HINES CREEK, AB T0H 2A0

Canada

(Hereinafter referred to as "CUSTOMER")

AND

MUNICIPAL INFORMATION SYSTEMS INC.

Box 3021, 10013 – 100 Avenue

MORINVILLE, Alberta T8R 1R9

Canada

(Hereinafter referred to as "MUNIWARE")

WHEREAS MUNIWARE has developed SOFTWARE for use by its customers and;

WHEREAS CUSTOMER wishes to obtain a licence to use the Software for these purposes; and

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

- 1.1 "END USER" shall mean any person, organization or other entity that uses the SOFTWARE.
- 1.2 "SOFTWARE" shall mean MUNIWARE'S computer software in either executable or source code format as provided herein and all such other documentation accompanying such software for the purposes contemplated hereunder. SOFTWARE also means the computer software regardless of the form in which CUSTOMER subsequently uses it.
- 1.3 "SOFTWARE SUPPORT AGREEMENT" shall mean the software support agreement to be executed by MUNIWARE and CUSTOMER on an annual basis with respect to the support of the SOFTWARE.

2. LICENCE

MUNIWARE hereby grants to CUSTOMER a non-exclusive licence to use the SOFTWARE as long as CUSTOMER complies with the terms of this agreement and the Annual Software Support Agreement to be entered annually by CUSTOMER and MUNIWARE. Legal and beneficial title to all intellectual property of any nature related to the SOFTWARE shall remain with MUNIWARE.

3. CONFIDENTIALITY and COPYRIGHT

3.1 CUSTOMER acknowledges and agrees that MUNIWARE owns all copyright, trade secret, patent and other proprietary rights in and to the SOFTWARE, and the SOFTWARE is protected by all applicable national and international copyright laws. CUSTOMER shall treat the SOFTWARE as it would treat any other copyrighted material. CUSTOMER shall prevent all unauthorized copying of the SOFTWARE by its employees, contractors and other persons for whom it is responsible at law.

3.2. MUNIWARE represents and warrants to CUSTOMER that MUNIWARE owns all copyright, trade secret, patent and other proprietary rights in and to the SOFTWARE and that the SOFTWARE is protected by all applicable national and international copyright laws. MUNIWARE agrees to indemnify CUSTOMER from and against any and all claims, losses or damages suffered or incurred by CUSTOMER (including its employees, contractors, agents, councilors and representatives) as licensee of the SOFTWARE under this agreement by reason of such representation and warranty being inaccurate or otherwise misleading.

4. USE

CUSTOMER may:

- 4.1. Use the SOFTWARE on all devices owned by CUSTOMER.
- 4.2. Make copies of the SOFTWARE for archival and back up purposes only, provided CUSTOMER places a label on the outside of the backup media (diskette, compact disc or any other applicable media) showing all trademark and copyright notices that appear on the original SOFTWARE media.
- 4.3. Assign its rights under this agreement to another party but only if the assignee agrees in writing to accept the terms and conditions of this agreement and only with the prior **written** consent of MUNIWARE which consent shall not be unreasonably withheld or delayed by MUNIWARE. No assignment shall serve to release or relieve CUSTOMER from its obligations hereunder up to the date of the assignment. If MUNIWARE consents to an assignment of this agreement, then CUSTOMER shall transfer the production copy of the SOFTWARE to the assignee and destroy the backup copy of the SOFTWARE not transferred.

5. RESTRICTIONS

In no way does this SOFTWARE licence confer any right upon CUSTOMER to license, sublicense, sell, or otherwise authorize the use of SOFTWARE, whether in executable form, source code or any other form, by any third parties. Unless express **written** permission is granted by MUNIWARE, CUSTOMER may not:

- 5.1. Copy, distribute, rent, lease, transfer, assign or sublicense all or any portion of the SOFTWARE or the accompanying documentation and the SOFTWARE manual, or assign CUSTOMER'S rights hereunder except in accordance with section 4.3 of this agreement;
- 5.2. Develop products for sale based on the SOFTWARE;
- 5.3. Use the SOFTWARE to provide services to third parties (other than the sharing of data or information derived from CUSTOMER's data);
- 5.4. Share, disseminate or circulate either by print or electronic media any part of the SOFTWARE or any of its proprietary features with anyone other than employees, contracted administrative personnel and contracted accounting personnel of CUSTOMER;
- 5.5. Reverse engineer, decompile or disassemble the SOFTWARE;
- 5.6. Use the SOFTWARE for security or military purposes.
- 5.7. Request a refund or exchange of any licenced software, unless explicitly agreed to by MuniWare.

6. COMPLIANCE AUDIT

- 6.1. CUSTOMER shall provide information, in formats and intervals specified by MUNIWARE, relating to usage of the SOFTWARE for the purposes of verifying compliance with the terms of this agreement by the CUSTOMER as reasonably specified by MUNIWARE from time to time.
- 6.2. MUNIWARE reserves the right to conduct audits (through collaboration with, and by giving advance notice to the CUSTOMER) to verify CUSTOMER'S compliance with this agreement based on table usage for modules licensed.
- 6.3. MUNIWARE shall have the right, at its sole cost, to conduct annual and periodic reviews (through collaboration with, and by giving reasonable advance notice to the CUSTOMER) with CUSTOMER to ensure that MUNIWARE has an updated list of current authorized employees and contractors in order to control / manage access to the SOFTWARE.
- 6.4. MUNIWARE acknowledges and agrees that any specific municipal or personal information obtained from any such audits will be kept in the strictest confidence by MUNIWARE in accordance with applicable provincial and federal privacy legislation.

7. TERMINATION:

- 7.1. This agreement is effective until terminated.
- 7.2. MUNIWARE shall have the right to terminate this agreement in the event that:
 - (a) CUSTOMER breaches any material term of this agreement and CUSTOMER fails to remedy such breach within 60 days following receipt of written notice of such breach by CUSTOMER from MUNIWARE; or
 - (b) CUSTOMER misuses or abuses the SOFTWARE and MUNIWARE gives to CUSTOMER written notice that such misuse or abuse is, at the sole discretion of MUNIWARE, incapable of remediation by CUSTOMER; or
 - (c) MUNIWARE terminates the SOFTWARE SUPPORT AGREEMENT in accordance with terms set out therein. Such termination shall be in addition to and not in lieu of any legal remedies available to MUNIWARE.
- 7.3 CUSTOMER shall have the right to terminate this agreement at any time and for any reason upon giving to MUNIWARE not less than 30 days prior written notice of CUSTOMER'S decision to terminate this agreement. When MUNIWARE receives the CUSTOMER'S written notice of termination, MUNIWARE will provide the CUSTOMER with a new License Key with an expiry date of 180 days from the date of termination notice. This new License Key must be entered by the CUSTOMER immediately after it has been provided by MUNIWARE.
- 7.4 CUSTOMER acknowledges and agrees that the license granted hereunder shall be automatically terminated without liability to MUNIWARE in the event of termination of any Annual Software Support Agreement between MUNIWARE and CUSTOMER.
- 7.5 Upon termination of this agreement, CUSTOMER shall, within 180 days following such termination,
 - (a) Discontinue use of the SOFTWARE;
 - (b) Erase the SOFTWARE from CUSTOMER'S computer(s), server(s) and virtual storage device(s);
 - (c) Return the SOFTWARE and accompanying documentation including all back up and archived copies to MUNIWARE, and;
 - (d) Furnish to MUNIWARE a certificate signed by an authorized signing officer who certifies that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of the SOFTWARE have been destroyed.
- 7.6 The provisions of Sections 3, 5, 6, 7, and 8 hereof shall survive any termination of this agreement.

8. LIABILITY, WARRANTY DISCLAIMER, INDEMNIFICATION:

- 8.1. The SOFTWARE is furnished "AS-IS" and MUNIWARE shall not be liable for any monetary damages whatsoever with respect to CUSTOMER'S use of the SOFTWARE hereunder, nor shall MUNIWARE be liable for any special indirect, incidental or consequential damages arising out of the licensed rights granted in this agreement, even if MUNIWARE is advised of such damages. The entire risk as to the results and performance of the SOFTWARE is assumed by CUSTOMER.
- 8.2. The SOFTWARE is licensed to CUSTOMER without any warranties whatsoever whether express, implied or statutory, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE except as expressly stated herein. No representative of MUNIWARE has been authorized to make any representation, warranty, or promise not contained herein.
- 8.3. MUNIWARE warrants that the media on which the SOFTWARE is furnished will be free from defects in materials and workmanship under normal use for a period of 30 days from the date hereof. MUNIWARE'S liability and CUSTOMER'S exclusive remedy shall be the replacement of the SOFTWARE if the media on which the SOFTWARE is furnished proves to be defective. This warranty is void if the media defect has resulted from accident, abuse, or misapplication. Any replacement of the SOFTWARE will be warranted for the remainder of the original 30-day warranty period.
- 8.4. CUSTOMER agrees to indemnify, hold harmless and defend MUNIWARE, its directors, officers, employees, contractors, subcontractors and agents; against any and all claims arising out of the exercise of any rights under this agreement and CUSTOMER's and END USER's use, possession or operation of the SOFTWARE, including, without limiting the generality of the foregoing, against any damages, losses, costs, claims, expenses or liabilities whatsoever with respect to death, injury, loss, cost or damage to any END USER, person or property arising from or out of the possession, use or operation of the SOFTWARE by CUSTOMER or an END USER.

9.0 NOTICES

All notices in connection with this agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth on the front page. For the purposes of this agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail (barring postal service disruption) five days after proper deposit in a mailbox.

10.0 MANDATORY TRAINING

- 10.1 In order to ensure the integrity and proper use of the SOFTWARE, CUSTOMER acknowledges and agrees that the license granted hereunder for the SOFTWARE shall include mandatory training for each module licensed as DETAILED by MUNIWARE in the accepted quotation, or for subsequent modules licensed in the future that form part of the SOFTWARE.

10.2 Notwithstanding the foregoing, at the request of the CUSTOMER, MUNIWARE may, at its sole and unfettered discretion, waive the requirement for mandatory training for personnel, or subsequent licensed modules, on a case by case basis, and provided that such waiver must be expressly granted by MUNIWARE in writing.

10.3 In the event that the requirement for mandatory training is waived by MUNIWARE for client personnel, all forthcoming support tickets from that employee that are not related to a software issue and are further deemed to be of a training nature, will be regarded as billable incidents and billed to the nearest fifteen (15) minutes at MUNIWARE'S current support rates.

10.4 CUSTOMER acknowledges and agrees that all required training shall be performed by MUNIWARE except where MUNIWARE has expressly consented, in writing, to the training by and of third parties.

11.0 ENTIRE AGREEMENT

Other than as set out in the SOFTWARE SUPPORT AGREEMENT, this agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof.

12.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta, Canada.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

FOR THE CUSTOMER

Authorized Signature

Name

Title

Date

FOR MUNIWARE

Brandi Whiting

Authorized Signature

Brandi Whiting

Name

CEO, Director of Operations

Title

October 8, 2019

Date

Notice of Confidentiality

Please note that the information contained within this document is confidential and proprietary in nature.

This information (in whole or in part), cannot be duplicated, released, or reproduced (in any form print or digital), posted publicly on any websites, or shared with any outside third-party person(s) or agents that are not under the direct employ of the CUSTOMER named on the first page of this quotation without the express consent of Municipal Information Systems Inc. (MuniWare).