
TERMS AND CONDITIONS

ICC COMMUNITY DEVELOPMENT SOLUTIONS, LLC.

These Terms and Conditions, together with ICC Community Development Solutions, LLC's Proposal (the "Proposal") constitute a legal agreement between the Client/Licensee ("Client") and ICC Community Development Solutions, LLC ("ICC Community Development Solutions")

1. Definitions.

For purposes of these Terms and Conditions, the terms below shall have the meanings defined below. Additional terms are defined throughout these Terms and Conditions.

- A. "Client Content" means any data, information, files, images, text or other content that may be provided by Client or its authorized users for use in conjunction with the Software or Services.
- B. "Services" means the services provided by ICC Community Development Solutions or its vendors pursuant to this agreement.
- C. "Software" means the software product or products delivered to Client pursuant to this agreement.

2. Responsibility of ICC Community Development Solutions.

ICC Community Development Solutions shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." ICC Community Development Solutions shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by the Client. Regardless of the Client's acceptance of completed materials when delivered, ICC Community Development Solutions shall correct errors found either by the Client or ICC Community Development Solutions. See "Warranties; Limitations" for ICC Community Development Solutions' liability for all services.

3. Responsibility of Client.

The Client shall be responsible for the correctness and accuracy of the information it supplies to ICC Community Development Solutions, for providing ICC Community Development Solutions with timely decisions and answers to questions raised by ICC Community Development Solutions, for inclusion of sufficient funds in the budget to pay ICC Community Development Solutions for services, and for the prompt payment of invoices. Client is responsible for maintaining its user desktops and providing users network access to the Software. Client is also responsible for ensuring that its users comply with these Terms and Conditions with respect to use of the Software and Services. Client shall provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to Software hosted at the Hosting Site. ICC Community Development Solutions shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Client in accessing the Internet to access the Software. Client shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Client site and Software. Client shall provide accurate input information in the manner reasonably prescribed by ICC Community Development Solutions in connection with the Software and Services provided under these Terms and Conditions. Client shall advise ICC Community Development Solutions of any changes to Client's operations, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Software. Client shall be responsible for establishing any merchant accounts necessary for credit card transactions, if applicable. Client shall be responsible for ensuring that any Client Content is accurate, not corrupt in any way, and does not contain any viruses. The Software or Services may contain links to other Internet sites owned by third parties. Client's use of each of those sites is subject to the conditions, if any, that each of those sites have posted. ICC Community Development Solutions has no control over those sites, and ICC Community Development Solutions and its suppliers are not responsible for any use of such sites or content on them.

4. Protection of Confidential Information.

During the time this agreement is in effect, both the Client and ICC Community Development Solutions may have access to or receive information that is of a confidential nature. This information may include data relating to client information, products, product development, designs, processes, systems, computer software, computer hardware, methods of production, costs, pricing, finances, sales or marketing plans, customers,

business partners, vendors, vendor prospects, employees and municipal records and data. All such information, including any materials embodying such information, whether disclosed orally or otherwise and whether or not marked "Confidential" or "Proprietary," will be considered by officials of the Client and by ICC Community Development Solutions and ICC Community Development Solutions' employees as proprietary and confidential. Both the Client and ICC Community Development Solutions will use reasonable efforts to protect the confidentiality of the other's Confidential Information but in no case less than the same efforts as it uses to protect its own confidential information, and will not use any Confidential Information of the other for any purpose other than fulfilling its obligations under this agreement.

5. Adjustments to Performance Schedule; Delays.

- A. Adjustments to Schedule. Upon the mutual consent of the Client and ICC Community Development Solutions, the "Performance Schedule" may be changed or extended as provided under "Changes" below.
- B. Delays. Client must notify ICC Community Development Solutions, in writing, immediately upon learning or otherwise becoming aware, of any difficulties that may delay the delivery of services or deliverables. Such notification must identify the reason for the delay, as well as the anticipated period of delay. ICC Community Development Solutions may require a payment of 50% of the balance due under the contract for any delay on Client's part.
- C. Unauthorized Delays. In the event of any unauthorized delay on the part of the Client, ICC Community Development Solutions may impose delay charges upon providing notice thereof to the Client. An "unauthorized delay" shall mean any delay not authorized by both ICC Community Development Solutions and the Client.

6. Variations from Standard Methods or Procedures.

Variations from ICC Community Development Solutions' standard methods and procedures must be requested by the Client, in writing, specifying the exact nature of the desired variations. ICC Community Development Solutions will accommodate such variations wherever possible, with any additional charges for such variations, as determined by ICC Community Development Solutions and approved by the Client, to be paid by the Client.

7. Additional Products and Services.

As part of this Agreement, the Client may choose to purchase additional products or services offered by ICC Community Development Solutions, including but not limited to codification services, consulting, document management software, agenda management software, building, planning and zoning software, scanning services and electronic forms. Purchase of additional services may be subject to "Changes" below, or may require a new Agreement, dependent upon the type of product or service purchased.

8. Payment Terms.

- A. All invoices will be processed in accordance with the Payment Schedule set forth in the Proposal. However, the Client may choose to pay in advance of Payment Schedule for products and services provided in this agreement, if so desired. In such a case, ICC Community Development Solutions shall hold the funds on account and draw from them in accordance with the Payment Schedule until the Contract is completed, or for upto 12 months, whichever is later. If any funds remain on account after 12 months, or end of Contract, ICC Community Development Solutions will contact the Client regarding disposition of said funds.
- B. Unless otherwise specified in the Payment Schedule, all payments shall be made within 30 days of receipt of the invoice/voucher. The Client shall not discount nor withhold any portion of the amount for any reason. ICC Community Development Solutions reserves the right to issue progress billings for services that span several months.
- C. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears. For Laserfiche® licensees, should late payment cause the Laserfiche Software Assurance Program (LSAP) to lapse, ICC Community Development Solutions reserves the right to charge, in addition to the original LSAP fee, a reinstatement fee that is equal to 10% of the annual LSAP fee times the number of monthsthe payment was in arrears.

9. Software.

- A. Any Software being delivered pursuant to this agreement is being licensed to the Client pursuant to the applicable license agreement or agreements between the respective publishers of the software and the Client, attached hereto and made part hereof. The Client agrees that all terms, conditions and limitations set forth in such license agreement(s) shall apply to this agreement as it relates to the Software.
- B. If as part of this agreement, the Client purchases the Laserfiche SDK, the SDK Confidentiality and Software License Agreement will need to be fully executed by the Client and Compulink Management Center, Inc., before the Integrator Toolkit can be provided to the Client. If it cannot be fully executed, the SDK shall be severable from the project as set forth in this proposal without affecting the validity of the remainder of the agreement.
- C. If this agreement relates to hosted Services, ICC Community Development Solutions will make the Software available for Client's use during the term of this agreement on Client's computer systems that meet the ICC Community Development Solutions System Recommendations for the Software, as specified in ICC Community Development Solutions' proposal. ICC Community Development Solutions will provide Client with access to the latest ICC Community Development Solutions supported version of the Software via the Internet from a third-party hosting vendor.
- D. Any ICC Community Development Solutions Software delivered to Client pursuant to this Agreement and any Software to be developed by ICC Community Development Solutions pursuant to this Agreement remains the property of ICC Community Development Solutions. ICC Community Development Solutions hereby grants Client a non-exclusive, non-transferable, non-sublicensable, non-assignable, royalty-free right and license to use the Software solely as an integrated part of the solutions provided by ICC Community Development Solutions pursuant to this Agreement. The Software is copyrighted and proprietary in nature, and is being licensed, not sold to Client. Client shall respect such proprietary rights and shall not use the Software except as permitted by this Agreement and shall not decompile, disassemble or reverse engineer the Software, and shall not reproduce, print, sublicense, duplicate, sell, distribute, rent, or disclose or otherwise make the Software available to any third party, in whole or in part, in whatever form. Client shall hold the Software in confidence, using the same precautions and degree of care it uses to protect its own confidential information, but in no case less than due care. Client agrees that it shall not assign or transfer the Software or any right or license granted herein with respect to the Software. ICC Community Development Solutions shall have the right to terminate all rights and licenses granted to Client with respect to the Software immediately upon notice to Client if Client breaches this Section. In the event of such termination, all rights of Client with respect to the Software shall terminate and automatically revert to ICC Community Development Solutions and Client shall forthwith discontinue all use of the Software, delete the Software from Client's computers, and return to ICC Community Development Solutions all copies of the Software and all related materials in Client's possession or control. **ALL SOFTWARE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND ICC COMMUNITY DEVELOPMENT SOLUTIONS HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. ICC COMMUNITY DEVELOPMENT SOLUTIONS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE BY CLIENT, OF LACK OF VIRUSES, OF ACCURACY OR LACK OF WORKMANLIKE EFFORT, ALL WITH REGARD TO THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT.**

10. Computer Hardware.

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and ICC Community Development Solutions shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

11. Document Scanning Services.

If applicable, the following provisions shall apply to document scanning services to be provided by ICC Community Development Solutions or its designated subcontractor:

- A. The Client shall be responsible for ensuring that each records storage box slated for conversion is marked with the main category describing its contents and that each file within each box is labeled with a description of its contents.
- B. ICC Community Development Solutions or its designated subcontractor shall use reasonable care in the handling of your documents.
- C. Upon return of the documents, the Client shall promptly inspect the documents to determine whether all documents have been returned. Unless the Client informs ICC Community Development Solutions of a discrepancy within 10 days, all claims with respect to completeness or condition of the documents shall be waived.

12. Delivery of Completed Materials.

ICC Community Development Solutions will deliver completed materials via USPS, UPS, motor freight, airfreight, FTP or whichever method offers the most efficient delivery at the time. Delivery, handling, packaging, insurance and/or shipping charges will be prepaid by ICC Community Development Solutions and added to the invoice/voucher for services to be paid by the Client.

13. Support.

- A. If this agreement includes support, ICC Community Development Solutions will provide online, telephone and e-mail support to Client as follows: ICC Community Development Solutions Product Support is available 9:00 a.m. to 5:00 p.m. U.S. Eastern Time, Monday through Friday, excluding holidays. Support is not available after 3 p.m. U.S. Eastern Time the day before Thanksgiving, Christmas Eve, and New Year's Eve.
- B. If this agreement includes support, ICC Community Development Solutions will remotely install minor releases of the Software which are generally made available to its other subscribers, including patches and/or fixes, as they are made available at no charge during the term of this agreement. Major releases and upgrades of the Software will be available at no charge for the software, but additional service charges may apply.

14. Intellectual Property Rights.

All Software and Services are proprietary products and services and that all right, title and interest in and to the Software and Services, including all associated intellectual property rights, are and shall at all times remain with ICC Community Development Solutions and/or its third-party vendors. The Software contains trade secret and proprietary information owned by ICC Community Development Solutions or its third-party vendors and is protected by United States copyright laws and international trade provisions. Client must treat the Software like any other copyrighted material and Client may not copy or distribute the Software, electronically or otherwise, for any purpose. Client hereby grants to ICC Community Development Solutions a nonexclusive right to use all Client Content as necessary solely for the purposes of providing the Software and Services to Client and its authorized users pursuant to these Terms and Conditions.

15. Other Restrictions.

Client may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, Services (or any portion thereof, including without limitation any capacity), or any portions thereof, to any third party, and any attempt to do so is null and void. Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software. Software and Client Content shall not be used for any commercial purpose beyond the functionality driven by the Software. Client will not use the Software or Services to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, trade libelous, threatening, harassing, or obscene; or (iv) constitute unauthorized entry to any machine accessible via the network. Client shall not interfere with or disrupt network users, services or equipment and will comply with the usage policies of ICC Community Development Solutions' suppliers.

16. Indemnification.

A. Client hereby agrees to indemnify, defend and hold ICC Community Development Solutions harmless from and against any and all liability, losses, costs, and expenses (including reasonable attorneys' fees) incurred by ICC Community Development Solutions in connection with any claim arising out of or relating to:

1. Client's use of the Software or Services;
2. Any use or alleged use of Client's accounts or passwords by any person, whether or not authorized by Client;
3. The content, the quality, or the performance of Client Content;
4. Client's connection to the Services;
5. Client's violation of this agreement; or
6. Client's violation of the rights of any other person or entity.

17. Term and Termination.

- A. Unless otherwise specific in the Proposal, the initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof, and will then be automatically extended for additional successive one-year periods unless either party notifies the other in writing not less than 90 days prior to the end of the initial term or any extension period that this agreement will not be extended. Services and support provided during any extension period will be provided at ICC Community Development Solutions' then-current price.
- B. If this agreement relates to Hosted eForms, this Section 17B will apply instead of Section 17A. In such event, unless otherwise provided in the Proposal, the initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one month, commencing on the date hereof, and will then be automatically extended for additional successive one-month periods unless either party notifies the other in writing not less than 30 days prior to the end of the initial term or any extension period that this agreement will not be extended. Services and support provided during any extension period will be provided at ICC Community Development Solutions' then-current price.
- C. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.
- D. Upon termination, all work prepared by ICC Community Development Solutions shall, at the option of the Client, become its property, and ICC Community Development Solutions shall be entitled to receive just and equitable compensation for all services performed.
- E. Section 4, 9, 10 and 14 through 31 shall survive any expiration or termination of this agreement.

18. Warranties; Limitations.

- A. ICC Community Development Solutions warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. ICC Community Development Solutions' liability and the *Client's exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to* reperformance, at ICC Community Development Solutions' cost, of such service or deliverable. ICC Community Development Solutions' warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the Client or (ii) work or services performed by others.
- B. ICC COMMUNITY DEVELOPMENT SOLUTIONS DOES NOT WARRANT THAT SOFTWARE WILL BE ERROR FREE OR WILL OPERATE UNINTERRUPTED. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY SHALL NOT APPLY. ICC COMMUNITY DEVELOPMENT SOLUTIONS'S WARRANTY OBLIGATIONS AND THE CLIENT'S REMEDIES HEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.**

- C. The limitations and protections against liability afforded ICC Community Development Solutions herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of ICC Community Development Solutions for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder shall be limited to the amount paid to ICC Community Development Solutions pursuant to this agreement. ICC Community Development Solutions shall not be liable to the Client or any other person or entity for lost profits, lost data, indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services or the user's inability to use any software or product, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by the Client or others against ICC Community Development Solutions with respect to services unless such action or proceeding is commenced within one year after completion by ICC Community Development Solutions of the particular services to which such action or proceeding relates.

19. Responsibility of Client's Counsel.

In conjunction with the services rendered by ICC Community Development Solutions and the work of the Client and ICC Community Development Solutions, any and all questions requiring legal advice or opinion, analysis of legislation for legal sufficiency, interpretation of cases or statute, etc., shall be directed by the Client and ICC Community Development Solutions to the Client's counsel. At the request of the Client or its counsel, ICC Community Development Solutions shall make available to the Client's counsel information in its possession relating to legal issues or opinions obtained during its work with other clients, as well as sample copies of legislation as requested by the Client.

20. Client Primary Contact.

Client shall identify, and name, an appropriate individual, with corresponding contact information, including electronic mail address, as the "Primary Contact" with whom ICC Community Development Solutions should communicate matters regarding the Software and Services, such as maintenance notifications, and who has the authority to make Services requests including release of Client data, both internally to ICC Community Development Solutions and to the Client, restoration of data, and other configuration changes.

21. System Monitoring.

ICC Community Development Solutions will not systematically monitor Client Content, but ICC Community Development Solutions reserves the right to review Client Content from time to time at its discretion. ICC Community Development Solutions reserves the right to (a) disable access to or delete any Client Content which it determines in its sole discretion (such discretion to be exercised in good faith) to be illegal, obscene, threatening, defamatory, fraudulent, infringing, harassing, or otherwise offensive, and (b) disable access to or delete any other Client Content under justified exigent circumstances, as such circumstances are determined in good faith by ICC Community Development Solutions. ICC Community Development Solutions also reserves the right to monitor the use of the Software if Client is using excessive computing resources which are impacting the performance of the Software for other subscribers.

22. Changes.

The Client may at any time request changes in the scope of this agreement. Moreover, ICC Community Development Solutions may suggest changes. Where changes are agreed to by the parties, ICC Community Development Solutions shall issue a Change Order for the Client's review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. ICC Community Development Solutions shall not be required to implement any change until the Client has signed and returned the Change Order.

23. Notices.

All notices and other communications which are required or permitted to be given pursuant to this agreement shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation,

(iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

24. Force Majeure.

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an “event”), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, terrorism, elevated risk of terrorism, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

25. Disclaimer of Association.

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association that would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

26. No Waiver.

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party’s right thereafter to enforce each and every term and condition.

27. Severability of Provisions.

If any part of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from this Agreement and shall be deemed to have never been a part of this Agreement and shall not affect the validity of the remainder of this Agreement.

28. Entire Agreement.

This agreement is the complete and exclusive statement of the mutual understanding of the parties and supercedes and cancels all previous written and oral agreements and communications relating to the subject matter.

29. Dispute Resolution.

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

30. Governing Law; Jurisdiction.

This agreement is governed by the laws of New York, without regard to its conflict of laws doctrine. Each party consents to the exclusive jurisdiction of the courts sitting in Monroe County, State of New York with respect to any disputes arising out of this agreement. In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to recover its reasonable legal fees and expenses.

31. Counterparts; Signatures.

This Agreement may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Signatures delivered by facsimile or by electronic mail shall be deemed original signatures for all purposes of this Agreement.