

L E A S E

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

(hereinafter called "Pelham")
OF THE FIRST PART

- and -

COMPUTER SOLUTIONS INC.

(hereinafter called "Comsol")
OF THE SECOND PART

Pelham offers and agrees to lease and Comsol by its acceptance hereof, agrees to lease the programming (hereinafter called "Software") known as "Standard Computer program packages" as more particularly detailed in Schedule "A" attached hereto in accordance with and subject to the following terms and conditions:-

(1) Comsol will only supply or commence work on those program applications described in Schedule "A" at such time as Pelham wishes to proceed and except as may be specifically otherwise provided herein, the prices quoted be and are hereby declared fixed and final.

(2) Comsol will provide the application packages in a form reasonably comparable to those packages in common use in other municipalities in the Province of Ontario and in any event, in a form reasonably suitable to Pelham's known requirements. Modifications to any package may only be made upon the written request and approval of the Pelham Town Treasurer and subject thereto, payment for such extra shall be made within 15 days of invoice at Comsol's usual per diem rate plus its direct out of pocket expenses.

(3) As each standard program package is installed or modified, Comsol will provide Pelham for each package one complete set of systems specifications applicable to the installation and/or modification and one complete set of operators instructions applicable to the installation and/or modification.

(4) Comsol will rectify any software deficiencies that occur within one hundred and twenty (120) days of satisfactory installation. Thereafter, it will charge only for its reasonable travel, accommodation and other directly related out of pocket expenses.

(5) SOFTWARE MAINTENANCE

After the 120 day warranty period has expired for each application, Comsol shall automatically provide (unless otherwise requested by Pelham) its standard software maintenance service as then in effect to include:-

- (a) clearing up of any software deficiencies that develop;
- (b) operator re-training in the event of personnel turnover;
- (c) modifying file structures, and assisting in recovery if files overflow;
- (d) updating payroll programs as per Income Tax Act (Canada) changes (up to one day/year);
- (e) provide copies of and instruction in updating utilities and operating system with new software releases by the equipment vendor (in the event that the hardware manufacturer charges for a copy of the releases, the actual cost from the hardware manufacturer will be borne by Pelham, but Comsol will provide information and instructions free as part of this service);

- (f) guarantee the continued operation of the software;
- (g) price (for each application) is 1% per month of the total software quotation for each application plus expenses, and will not be increased for a period of two years from the date it is put into force (subject to minimum monthly charge of \$100.00);
- (h) should Pelham not wish to use this service, Comsol will provide software maintenance service on an as required basis on the basis of the per diem rates and expenses as may from time to time be in effect (subject to a minimum monthly bill amount).

(6) ANCILLARY EQUIPMENT

Pelham recognizes that it will be charged by Comsol for discs at REXON'S current price for such discs as may be required to develop and support the system.

(7) SALE OF EQUIPMENT

In the event that Pelham should decide to sell, trade or otherwise dispose of the hardware for which Comsol's software has been provided, then Pelham shall inform Comsol in advance and shall give Comsol the opportunity to remove all copies of the software, specifications and documentation provided by Comsol. Under no circumstance shall Pelham knowingly allow any of these to go to anyone else.

(8) GENERAL

- (a) kilometrage charges for reimbursable travel expenses by Comsol will be at Comsol's prevailing rates which rates, however, shall be consistent with those rates normally charged in the industry;

(b) for purposes of this contract, an "accounting period" shall be the normal cycle for a complete set (with exception of the year end) of the periodic inputs and outputs to occur. This will almost invariably be 30 to 31 consecutive calendar days;

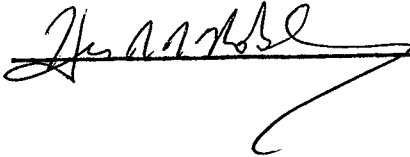
(c) the ownership of the software resides with Comsol and the fees therefor are for a one time only lease payment in perpetuity. Pelham agrees that it will not duplicate nor allow anyone else to duplicate any of the software or documentation, except for use on the premises of Pelham.

(9) Pelham further agrees that it will not use the software to act as a service bureau to other organizations or agencies that are not owned or controlled by Pelham except with the prior written consent (not to be unreasonably withheld) of Comsol. Comsol agrees that Pelham may modify the programs supplied by Comsol, but unless such modification is carried out under the direction of Comsol, Comsol will no longer bear any responsibility for the software supplied. Pelham may add new programs to the system and as long as it does not modify data in files set up by Comsol, then Comsol will continue to accept responsibility for the system.

(10) This agreement shall be binding upon the parties hereto their successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed
this agreement at the Town of Pelham, this day of , 1982.

ACCEPTED AND AGREED
COMPUTER SOLUTIONS INC.

BY: 

AGREED
THE CORPORATION OF THE TOWN
OF PELHAM

PER: ES Bergenstein MAYOR

PER: Mary Hackett CLERK

SCHEDULE
" A "
to
SOFTWARE LEASE AGREEMENT
between
THE CORPORATION OF THE TOWN OF PELHAM
and
COMPUTER SOLUTIONS INC.

1. Chart of Accounts	\$ 900.00
2. Security Password System	\$1,500.00
3. General Ledger Program	\$1,800.00
4. Accounts Payable Program	\$1,500.00
5. Accounts Receivable Program	\$1,000.00
6. Tax Billing & Accounts Receivable	\$2,000.00
7. Budget Program	\$1,500.00
8. Water Billing & Accounts Receivable	\$2,000.00
9. Payroll	\$2,500.00
10. Hydro Billing & Accounts Receivable	<u>\$2,000.00</u>
	\$18,500.00
11. Encumbrance Accounting	<u>800.00</u>
	<u>\$19,300.00</u>

