

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2006-12

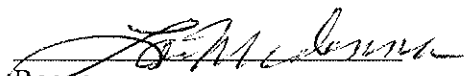
Being a by-law to authorize execution by the Reeve and Administrator
of an Agreement between the municipality and
United Systems Technology, Inc. (USTI).

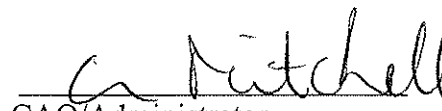
THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE
HEREBY ENACTS AS FOLLOWS:

1. THAT the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and United Systems Technology, Inc., being an agreement for the provision of which Agreement is attached hereto as Schedule "A".
2. SCHEDULE "A"

Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 8th day of August, 2006.


Reeve


CAO/Administrator

**USTI LICENSE AGREEMENT
(USMSL1.9511)**

This License Agreement is made by and between **USTI Canada, Inc.** with principal offices at **650 Colborne Street, Suite 7, London, ON N6A 5A1**, hereinafter referred to as "USTI" (a Canadian Corporation) and **Township of Prince, 3042 Second Line West, Sault Ste. Marie, ON P6A 6K4** hereinafter referred to as "LICENSEE."

Licensee is granted license rights, as outlined below, for use of the USTI Software Product (s) as shown on **Addendum A** to this Agreement.

1. **LICENSE.** This USTI License Agreement ("License") permits you to make and use up to the number of licensed copies authorized above of the USTI software product identified above, which may include user documentation provided in printed and/or "online" or electronic form ("SOFTWARE"), on one or more computers, provided that at any time you have no more copies of the SOFTWARE in use than you have Licenses. The SOFTWARE is "in use" on a computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer, except that a copy installed on a network server for the sole purpose of distribution to other computers is not "in use." If the anticipated number of users of the SOFTWARE will exceed the number of applicable Licenses, then you must have a reasonable mechanism or process in place to ensure that the number of persons using the SOFTWARE concurrently does not exceed the number of Licenses. You may not rent, lease, nor transfer the SOFTWARE to another party without the express written consent of USTI. You may not reverse engineer, decompile, or disassemble the SOFTWARE, except to the extent that the foregoing restriction is expressly prohibited by applicable law.
2. **TERM.** This license is effective until terminated. You may terminate it by destroying all copies of the product. This license will also terminate, if you fail to comply with any term or condition of this Agreement. You agree, upon such termination, to destroy all copies of the Product.
3. **COPYRIGHT.** The SOFTWARE is owned by USTI or its suppliers and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g., a book or musical recording) except that you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes, or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE, nor print copies of any user documentation provided in "online" or electronic form.
4. **LICENSE FEE.** You agree to pay to USTI the one-time License Fee above, within 30 days of receipt of appropriate invoice(s) from USTI. USTI agrees, upon receipt of this signed License Agreement and, either payment in full or the minimum deposit, to furnish you with one copy of **SOFTWARE**.
5. **APPLICABLE TAXES.** In addition to the License Fee stated above, you agree to pay all applicable sales and/or use taxes resulting from this License Agreement.
6. **LIMITED WARRANTY.** USTI warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying printed materials for a period of ninety (90) days from the date of shipment. Any implied warranties on the SOFTWARE are limited to ninety (90) days. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.
7. **CUSTOMER REMEDIES.** USTI's entire liability and your exclusive remedy shall be at USTI's option, either to (a) refund the License Fee paid or to (b) repair or replace the SOFTWARE that does not meet USTI's Limited Warranty and that is returned to USTI. This Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period.
8. **NO OTHER WARRANTIES.** To the maximum extent permitted by applicable law, USTI disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the SOFTWARE, the accompanying written materials, and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.
9. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** To the maximum extent permitted by applicable law, in no event shall USTI or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use this product, even if USTI has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.
10. **JURISDICTION.** It is mutually understood and agreed that this contract shall be governed by the laws of the Province of Ontario, both as to interpretation and performance.
11. **SEVERABILITY.** It is understood and agreed by the parties hereto that if any part, term, or provision of this contract is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

LICENSEE ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS AND AMENDMENTS OR ADDENDA, UNDERSTANDS IT AND AGREES TO BE BOUND BY THIS AGREEMENT. THE LICENSEE FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. **THIS AGREEMENT IS VOID IF THE EXECUTED COPY AND AMOUNTS DUE ARE NOT RECEIVED BY USTI CANADA BY July 31, 2006**

ACCEPTED BY:

USTI Canada, Inc.

Authorized Signature _____

Name Randall L. McGee

Title Chief Financial Officer

Date _____

ACCEPTED BY:

Township of Prince

Authorized Signature Ann Mitchell

Name CAO / Administrator

Title Ann Mitchell

Date Aug 23, 2006

Addendum A To
USTI CANADA LICENSE AGREEMENT
(USMSL1.9511)

This Addendum to USTI License Agreement (USMSL1.9511) is made by and between **USTI Canada, Inc.** with principal offices at **650 Colborne Street, Suite 7, London, ON N6A 5A1**, hereinafter referred to as "USTI" (a Canadian Corporation) and **Township of Prince, 3042 Second Line West, Sault Ste. Marie, ON P6A 6K4**, hereinafter referred to as "LICENSEE."

USTI and Licensee hereby agrees that the Licensee is granted license rights, as outlined in the USTI License Agreement (USMSL1.9511), for use of the following USTI Software products:

| <u>Software Product</u> | <u>Copies</u> | <u>License Fee</u> |
|---------------------------|---------------|--------------------|
| asyst: Administrator | 1 | \$ 795.00 |
| asyst: General Ledger | 1 | \$ 595.00 |
| asyst: Accounts Payable | 1 | \$ 595.00 |
| asyst: Payroll | 1 | \$ 895.00 |
| asyst: Tax Billing | 1 | \$ 1,495.00 |
| asyst: ON Tax Additions | 1 | \$ 595.00 |
| asyst: Cemetery | 1 | \$ - |
| asyst: Building Permits | 1 | \$ - |
| asyst: Master Directory | 1 | \$ 295.00 |
| asyst: Land Management | 1 | \$ 295.00 |
| Total License Fees | | \$ 5,560.00 |

LICENSEE ACKNOWLEDGES THAT HE/SHE HAS READ THIS ADDENDUM AND RELATED LICENSE AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS AND AMENDMENTS OR ADDENDA, UNDERSTANDS IT AND AGREES TO BE BOUND BY THIS AGREEMENT. THE LICENSEE FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

ACCEPTED BY:

United Systems Technology, Inc.

Authorized Signature _____

Name Randall L McGee

Title Chief Financial Officer

Date _____

ACCEPTED BY:

Township of Prince

Authorized Signature *Ann Mitchell*

Name Ann Mitchell

Title CAO / Administrator

Date Aug 23, 2006

**USTI CUSTOMER SUPPORT AGREEMENT
(USMCS1.9511)**

This Customer Support Agreement is made by and between **USTI Canada, Inc.** with principal offices at **650 Colborne Street, Suite 7, London, ON N6A 5A1**, hereinafter referred to as "USTI" (a Canadian corporation), and **Township of Prince, 3042 Second Line West, Sault Ste. Marie, ON P6A 6K4** hereinafter referred to as "CUSTOMER."

CUSTOMER hereby orders and USTI hereby agrees to provide Customer Support, as defined below, for the number of copies of the USTI Software Products listed in **Addendum A** to this Agreement, hereafter referred to as "SOFTWARE," for the Support Fees and Commencement Dates as listed in **Addendum A**.

1. CUSTOMER SUPPORT. USTI Customer Support, hereinafter referred to as "SUPPORT" is made up of three distinct services as defined below:

- **HELPLINE** is a toll free telephone service provided to users of SOFTWARE to (a) clarify operating instructions contained in the user documentation delivered with the SOFTWARE, and (b) to assist in the identification of solutions to operating problems being experienced by the CUSTOMER in the use of SOFTWARE. Said HELPLINE service is provided during USTI's normal working hours, through a dedicated staff of HELPLINE support representatives, and ONLY by telephone.
- **MAINTENANCE** is a service provided to users of SOFTWARE to record, research, and correct verified program errors or defects arising in SOFTWARE. MAINTENANCE is provided on USTI's schedule, during USTI's normal working hours, and ONLY at USTI's normal business location(s). MAINTENANCE is limited to communicating defects to SOFTWARE authors for any SOFTWARE not developed by USTI.
- **ENHANCEMENT** is a service provided to users of SOFTWARE to improve the SOFTWARE. ENHANCEMENT is provided at USTI's option, on USTI's schedule, during USTI's normal working hours and ONLY at USTI's normal business location(s).

USTI expressly excludes the following services from the services to be provided under this Customer Support Agreement: a) hardware and operating system support, b) operator training, c) on-site services of any kind, d) training classes, e) modifications and/or customizations other than those included in ENHANCEMENTS delivered periodically by USTI, f) Customer Support on any software other than the SOFTWARE identified herein, g) express delivery services, and h) modem telecommunications charges.

Any USTI services provided beyond HELPLINE, MAINTENANCE and ENHANCEMENT, as herein defined, will be furnished only by separate agreement with USTI, and at USTI's normal billing rate and terms then in effect.

2. TERM AND TERMINATION. This agreement will remain in force for the Support Term identified above and will then be automatically extended for annual Support Terms upon payment by the CUSTOMER of the Customer Support Fee at the then current rates. Either the CUSTOMER or USTI can terminate this Agreement at the end of any Support Term, USTI by providing written notice, and the CUSTOMER by returning the invoice without payment.

3. LIMITED WARRANTY. USTI warrants that it will use its best efforts to provide Customer Support, but does not guarantee service results or warrant that all questions and problems will be either answered or resolved, that all defects will be corrected, or that SOFTWARE enhancements will meet CUSTOMER's expectations.

4. CUSTOMER REMEDIES. USTI's entire liability and your exclusive remedy shall be at USTI's option to refund the actual Support Fee paid by the CUSTOMER for any unexpired months of the Support Term.

5. NO OTHER WARRANTIES. To the maximum extent permitted by applicable law, USTI disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

6. NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall USTI or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use this SOFTWARE, even if USTI has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

7. JURISDICTION. It is mutually understood and agreed that this contract shall be governed by the laws of the Province of Ontario, both as to interpretation and performance.

8. SEVERABILITY. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision that is held to be invalid.

THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, THE TERMS AND CONDITIONS OF WHICH ARE SET FORTH HEREIN, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. **THIS AGREEMENT IS VOID IF THE EXECUTED COPY AND AMOUNTS DUE ARE NOT RECEIVED BY USTI CANADA BY July 31, 2006**

ACCEPTED BY:

USTI Canada, Inc.

Authorized
Signature _____

Name Mike DeFord

Title Manager, Customer Services

Date _____

ACCEPTED BY:

Township of Prince

Authorized
Signature Ann Mitchell

Name Ann Mitchell

Title CAO / Administrator

Date Aug 23/06

**Addendum A To
USTI CANADA CUSTOMER SUPPORT AGREEMENT
(USMCS1.9511)**

This Addendum to USTI Customer Support Agreement (USMCS1.9511) is made by and between **USTI Canada, Inc.** with principal offices at **650 Colborne Street, Suite 7, London, ON N6A 5A1**, hereinafter referred to as "USTI" (a Canadian Corporation) and **Township of Prince, 3042 Second Line West, Sault Ste. Marie, ON P6A 6K4**, hereinafter referred to as "LICENSEE."

CUSTOMER hereby orders and USTI Hereby agrees to provide Customer Support, as defined in the USTI Customer Support Agreement (USMCS1.9511), for the following USTI Software Products, at the listed Support Fees. Customer Support will begin on the Support Commencement Date listed below and remain in force for a period of 12 months:

| <u>Software Product</u> | <u># Copies</u> | <u>Support Fee</u> | <u>Commencement Date</u> |
|------------------------------------|-----------------|--------------------|--------------------------|
| asyst: Administrator | 1 | \$ 280.00 | September 1, 2006 |
| asyst: General Ledger | 1 | \$ 210.00 | September 1, 2006 |
| asyst: Accounts Payable | 1 | \$ 210.00 | September 1, 2006 |
| asyst: Payroll | 1 | \$ 320.00 | September 1, 2006 |
| asyst: Tax Billing | 1 | \$ 530.00 | September 1, 2006 |
| asyst: ON Tax Additions | 1 | \$ 210.00 | September 1, 2006 |
| asyst: Cemetery | 1 | \$ 210.00 | September 1, 2006 |
| asyst: Building Permits | 1 | \$ 210.00 | September 1, 2006 |
| asyst: Master Directory | 1 | \$ 110.00 | September 1, 2006 |
| asyst: Land Management | 1 | \$ 110.00 | September 1, 2006 |
| Total Customer Support Fees | | \$ 2,400.00 | |

Support to start October 1st as per Dave Edgar.

LICENSEE ACKNOWLEDGES THAT HE/SHE HAS READ THIS ADDENDUM AND RELATED LICENSE AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS AND AMENDMENTS OR ADDENDA, UNDERSTANDS IT AND AGREES TO BE BOUND BY THIS AGREEMENT. THE LICENSEE FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

ACCEPTED BY:

United Systems Technology, Inc.

Authorized Signature _____

Name Mike DeFord

Title Manager, Customer Services

Date _____

ACCEPTED BY:

Township of Prince

Authorized Signature *Ann Mitchell*

Name Ann Mitchell

Title CAO / Administrator

Date Aug 23 / 2006