
SCHEDULE A**CUSTOMER INFORMATION**

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| 1. Name: | Madison Village |
| 2. Address: | 126 West Main Street
Madison, OH 44057 |
| 3. Phone #: | (440) 428-7526 |
| 4. Fax #: | (440) 428-6703 |
| 5. Website: | www.madisonvillage.org |
| 6. Management Contact: | Dwayne Bailey |
| 7. Title: | Village Administrator |
| 8. Phone #: | (440) 428-7526 |
| 9. Email Address: | dbailey@madisonvillage.org |
| 10. Primary Muni-Link Contact: | Krissy Grafton |
| 11. Title: | Utility Clerk |
| 12. Phone #: | (440) 428-7526 |
| 13. Email Address: | utilities@madisonvillage.org |
| 14. Accounts Payable Contact: | Kristie Crockett |
| 15. Title: | Village Fiscal Officer |
| 16. Phone #: | (440) 428-7526 |
| 17. Email Address: | kmcrockett@madisonvillage.org |
| 18. Tax Exemption ID: | <u>3416001771</u> (certificate attached) |

MUNI-LINK APPLICATIONS

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| 19. Application: | Billing |
| 20. Effective Date: | The date the customer actually goes live with Muni-Link Billing software |
| 21. Estimated Go Live Date: | 120 to 150 days from contract signature date (tentatively August 15, 2015) |
| 22. Contract Term: | Annual |
| 23. Contract Renewal: | Automatic |
| 24. Termination: | The contract can be cancelled on the anniversary date each year, with 90 days advance notice |
| 25. # of Active Accounts: | 1,300 – as of the Effective Date |
| 26. Service Type(s): | Water and Sewer |
| 27. Billing Frequency: | Monthly |

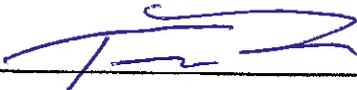
Implementation Fees:	\$1,250 plus actual expenses and mileage (IRS standard mileage rate)
28. Data Conversion Fees:	\$1,250 – for 3 years of history to be converted
29. Price per Active Account per Month:	\$0.423
30. Monthly Fee:	\$550 per month -- for 1,300 active accounts
31. Invoicing Cycle:	Annual – 30 days in advance
32. Payment Terms:	Payment due 30 from invoice date
33. <u>Automatic Price Adjustment:</u>	The Monthly Fee will increase on a prorata basis, each time the total number of active accounts increases by more than 50.
34. <u>Annual Price Adjustment:</u>	The Monthly Fee is subject to an annual increase of 2.5% (or the annualized Cost of Living increase as per the Bureau of Labor Statistics Northeast Region CPI Index, if higher).

LINK COMPUTER CORPORATION CONTACT INFORMATION
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35. Company Name and Address:	Link Computer Corporation 140 Stadium Drive PO Box 250 Bellwood, PA 16617
36. Phone #:	(814) 742-7700
37. Fax #:	(814) 742-7900
38. Website:	www.linkcorp.com , www.muni-link.com
39. Account Manager:	Pete Jones
40. Title:	Senior Solutions Specialist
41. Phone #:	(814) 742-7700, ext. 363
42. Email Address:	pjones@muni-link.com
43. Technical Contact:	Tony Funari
44. Title:	Senior Software Development/Analyst and Team Leader
45. Phone #:	(814) 742-7700, ext. 438
46. Email Address:	tfunari@muni-link.com
47. Support Contact:	Leigh Bowser
48. Title:	Support Representative
49. Phone #:	(814) 742-7700, ext. 361
50. Email Address:	lbowser@muni-link.com

IN WITNESS WHEREOF, each of the parties has caused this Schedule A to be executed by a duly authorized representative.

LINK COMPUTER CORPORATION

By: 

Print Name: Tim Link

Title: President

Date: 7-14-15

MADISON VILLAGE

By: 

Print Name: Sam Burtan, Jr

Title: Mayer

Date: July 9, 2015

This Agreement is between LINK COMPUTER CORPORATION, 140 Stadium Drive, PO Box 250, Bellwood, PA, 16617 ("Link, we, us"), and MADISON VILLAGE, 126 West Main Street, Madison, OH, 44057 ("Customer, you").

In return for us providing this Service, we both agree as follows:

1. DEFINITIONS

In addition to the words defined elsewhere herein, these terms use the following definitions:

"Agreement" includes the attached Schedule A.

"Content" means the visual information, documents, software, products, and services contained or made available to you through MUNI-LINK.

"Customer Data" means any data and information you or any of your users provides or submits through MUNI-LINK, including the results of your initial data conversion during implementation.

"IPR" means ideas and inventions (patentable or not), patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain names, know-how, trade secrets, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature.

"MUNI-LINK" means a portfolio of software products developed by LINK COMPUTER CORPORATION specifically for Water and Sewer Authorities, and made available via a remotely hosted environment (i.e. The Cloud).

"MUNI-LINK Technology" means: (a) the MUNI-LINK name, logo, and domain name; the product and service names associated with MUNI-LINK; and other related trademarks and service marks; (b) the Content; and (c) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information.

"Service" means MUNI-LINK and MUNI-LINK Technology.

"Terms" means the terms and conditions of this Agreement and Schedule A.

2. LICENSE GRANT AND RESTRICTIONS

2.1 Subject to the terms of this Agreement, Link hereby grants you a non-exclusive, non-transferable, non-sublicenseable right to use the Service solely for your own internal business purposes. All rights not expressly granted to you are reserved by us.

2.2 You shall not: (a) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (b) modify, copy, or make derivative works based upon the Service or the Content; (c) create Internet "links" to or from the Service or "frame" or "mirror" any Content, other than on your own intranets or otherwise for your own internal business purposes; or (d) disassemble, reverse engineer, or decompile the Service or any MUNI-LINK Technology, or access to: (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Service, or (iii) copy any idea, feature, function or graphic of the Service. This license cannot be shared with anyone else or used by anyone other than

you.

2.3 You may use the Service only for your internal business purposes, and you shall not: (a) send or store material with any virus, worm, or other harmful computer code; (b) interfere with or disrupt the integrity or performance of the Service in whole or in part; or (c) attempt to gain unauthorized access to the Service or any related system or network.

2.4 You grant us a paid-up, irrevocable license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or your users.

3. YOUR RESPONSIBILITIES

In addition to your other obligations, you are solely responsible for: (a) determining whether the Service will meet your needs; (b) using reasonable efforts to prevent unauthorized access to or use of the Service or any Content in whole or in part; (c) notifying us promptly of any actual or suspected unauthorized access/use; (d) abiding by all applicable local, state, and national laws and regulations, including those related to data privacy, communications, and the transmission of technical or personal data; (e) the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (f) complying with our policies to obtain support and other services under this Agreement; and (g) establishing adequate alternate and backup plans if there is any disruption of service or other malfunction.

4. OUR RESPONSIBILITIES

We shall use reasonable efforts to make the Service generally available 99.9% of each calendar month, except for: (a) planned downtime with at least 48 hours of advance notice and scheduled to the extent reasonably practicable during hours other than Monday through Friday, 8:00 AM to 5:00 PM; and (b) downtime caused by circumstances beyond our reasonable control, including acts of nature, acts of government, flood, fire, civil unrest, threat of terrorism, strike or other labor problem not involving our employees, telecommunications or computer failures or delays, and network intrusions or denial of service attacks. We shall use reasonable efforts to maintain the confidentiality of Customer Data, the security and integrity of the Service, and to promptly respond to and attempt to fix problems that interfere with the smooth and effective operation of the Service and/or your use thereof.

5. CHANGES

We reserve the right to: (a) upgrade, modify, replace, or reconfigure the Service at any time, provided that the Service's functions existing at the time of this Agreement's execution are not eliminated and/or degraded, and (b) change the terms of this Agreement, including our fee schedule, support terms, and service level standards. Any fee schedule change will be a "pass-through" change based on either our internal or external costs changing. Either by an email to your representative or by a posting on the Service, we will give you at least 30 days advance notice of any change that significantly affects the use or cost of the Service. You will have the right for 30 days after the notice to terminate the Service if you decline to accept the change, in which case, at your request, we will continue to provide service for up to 90 days, provided the monthly fee is paid current during this transition period. Otherwise, the change will be deemed effective 30 days after the notice if you use the Service thereafter.

6. PROPRIETARY RIGHTS AND CONFIDENTIALITY

6.1 We own all rights, title and interest, including all related IPR's, in and to the Service, the Content, MUNI-LINK Technology, and any suggestion, idea, enhancement request, feedback, recommendation, or other information provided by you or anyone else relating to any of the foregoing except Customer Data.

The terms of this Agreement are not a sale and do not convey any ownership rights. MUNI-LINK names and logos are registered trademarks of ours. The product names associated with the Service are trademarks of ours, and you have no right or license to use them without our written permission. As long as you use the Service, you shall not challenge any ownership or other right of ours with respect to the Service or any IPR.

6.2 MUNI-LINK Technology and the terms of this agreement, including our prices, shall be deemed our "Confidential Information." Without our prior written consent, you shall not disclose or use any Confidential Information except as you are required by law, including the Ohio Public Records' law, or on a "need to know" basis to use the Service. You shall utilize all reasonable security measures to protect the confidentiality of the Confidential Information. You acknowledge the importance of the Confidential Information and that, because other remedies are inadequate, if you disclose or use (or threaten to disclose or use) any Confidential Information in breach of this Section 6.2, we shall have the right to seek injunctive relief, and you waive any obligation that a bond be posted by us in connection with such relief. If requested, you shall return all of our Confidential Information. This Section 6 shall survive any termination or expiration of our relationship, including your decision to stop using the Service.

7. FEES AND PAYMENT

7.1 Link will invoice you in accordance with the terms specified in Schedule A. You shall pay all amounts due when they are due.

7.2 Past due invoices will be subject to a late charge equal to 1.5% of the outstanding balance per month from the due date until paid. Customer is also responsible for any applicable expenses incurred with collection efforts.

7.3 If your account has balances which are past due, we reserve the right to suspend the Service until such amounts are paid in full, including all accrued liabilities and obligations. You will continue to be charged during any period of suspension. Link reserves the right to impose a reconnection fee if your access to the Service is suspended and you thereafter request access to the Service.

8. TERM AND TERMINATION

8.1 The term and termination provisions of this Agreement are specified in Schedule A. This Agreement will renew automatically for an additional term unless either of us notifies the other in writing at least 90 days prior to the end of the term of our intent to cancel. Customer can terminate the contract at any time within the first (12) months of use with proper notice. Customer will not be refunded any moneys already paid to date in this event.

8.2 If you breach the Terms, including not paying on time, or any unauthorized use of the Service, and do not cure such breach within 30 days after notice, we may, in our sole discretion, terminate your use of the Service. If Link terminates your access to the Service, you are still responsible to pay any balance due.

8.3 According to the term and termination/cancellation provisions in Schedule A, you may cancel the Service by notifying us as specified in Section 15.3. In addition, you must submit a written and signed letter affirming that you:

- Have deleted or destroyed ALL printed and electronic materials related to the Service and all quotes or ideas derived from the Service, except as required by law, in whole or in part, from any other publication, form, method, system, or filed documents you may have.
- Have not given, sold, rented, or lent any copy or any part of the information in any shape or form to any third party, including any user login credentials.

- Release us from any and all claims related to this Agreement and the Service effective 60 days after termination. Note that this is referring to claims made within 60 days.

8.4 In the event this Agreement is terminated or cancelled in accordance with its Terms, each party will bear the cost of unwinding its participation in the Agreement.

9. CUSTOMER DATA

9.1 You own all Customer Data, which shall be considered your Confidential Information. However, we may access your Customer Data, to respond to, assess, or resolve service or technical problems, and in doing so will maintain its confidentiality.

9.2 Upon termination of this Agreement for any reason, including the claimed fault of the Customer, your Customer Data shall be provided to you in a standardized electronic format. We have no obligation to retain a copy of your Customer Data longer than 30 days after termination of this Agreement.

9.3 Customer can request a complete copy of their data in a standardized electronic format at any time. The fee for this is \$250 per request. Also note that Customer has the ability to run reports on the system to print out various customer information.

10. REPRESENTATIONS AND WARRANTIES

You represent and warrant that you have the legal authority to enter into the Terms. We warrant that we will provide the Service in a manner consistent with general industry standards and that the Service will perform substantially in accordance with what was presented and demonstrated to you.

11. INDEMNIFICATION

You shall indemnify and hold Link, its affiliates, officers, directors, and employees harmless from and against any and all claims that the Customer Data has caused harm to a third party.

12. DISCLAIMER

Except as expressly provided in this agreement, we make no, and hereby disclaim any warranty or representation, express or implied, at law or otherwise, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement, all of which are hereby disclaimed to the maximum extent permitted by applicable law. Without limiting the foregoing we make no promise: (a) as to the reliability, timeliness, quality, suitability, truth, availability, accuracy, or completeness of the service or any content, all of which are provided strictly on an "as is" basis; (b) as to any third-party provider or any of its products or services, whether or not we may have designated it or its products or services as "certified," "validated," or otherwise; (c) that the use of the service will be secure, uninterrupted, or error-free or operate in combination with any other hardware, software, system or data; (d) that the service will meet your requirements or expectations; (e) that any customer data will be accurately or reliably stored, (f) that errors or defects will be corrected, or (g) that the service will be free of any virus or other harmful component, although we will not knowingly insert any such harmful code.

13. INTERNET DELAYS

The Service may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. We are not responsible for any delays, delivery failures, or other damage resulting from such problems.

14. LIMITATION OF LIABILITY

In no event, except for gross negligence or willful misconduct, shall : (a) our aggregate liability to you exceed the amounts actually paid by you in the 12-month period immediately preceding the event giving rise to your first claim, regardless of the number of claims arising out of or related to this Agreement; and (b) we be liable to you for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use, or other economic advantage) arising out of or in any way connected with the Service, Content, or any interruption, inaccuracy, error or omission, regardless of cause, even if we have been previously advised of the possibility of such damages, and regardless of the basis of any claim, e.g., warranty, tort, contract, or strict liability. You acknowledge that: (i) this Section is reasonable given the cost of the Service; (ii) this Section applies even if a remedy fails of its essential purpose; and (iii) all your claims are subject to the damages limitation in this Section.

15. GENERAL

15.1 You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior express written consent, which consent shall not be unreasonably withheld. The Terms shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

15.2 No joint venture, partnership, employment, or agency relationship exists between you and us. You agree that we can reference your name and/or logo for the sole purpose of simply acknowledging you as one of our customers.

15.3 We may notify you by means of a general notice on the Service, by email, or by written mailed communication, as per your contact information in Schedule A. Notice shall be deemed to have been given within three (3) business days after mailing or 12 hours after sending an email or posting a change on the Service. You may notify us (and such notice shall be deemed given when received) at any time by email, fax, or written mailed communication as per our contact information in Schedule A.

15.4 Neither party shall be liable to the other for any delay or failure to perform obligations set forth in this Agreement if caused by circumstances beyond its reasonable control. This includes, but is not limited to hardware failures, telecommunications and Internet failures, acts of nature, fire, casualty, riot, terrorist act or threat thereof, war, labor dispute, material change in applicable law or regulation, or decree of any court, etc. The delaying party will, within a commercially reasonable amount of time, notify the other party of the delay and the cause thereof, take reasonable steps to avoid or remove the cause, and resume performance whenever the cause is removed. Neither party will be liable to the other for costs associated with such delay.

15.5 The failure of either party to require performance of any Terms shall in no way affect the full right to require such performance at any time thereafter or the performance of all the other provisions, nor shall the waiver of any succeeding breach of such provision or any other provision operate as a waiver of the provision itself. No failure or delay in exercising a right shall constitute a waiver of that right. Except as expressly provided herein, all of the parties' rights and remedies shall be cumulative, and none of them shall be in limitation of any other right or remedy in law or equity.

15.6 If any Terms are held to be invalid or unenforceable, such Terms shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable Terms, with all other Terms remaining in full force and effect.

15.7 This agreement shall be governed by and interpreted in accordance with the laws of the

Commonwealth of Pennsylvania, except where the laws of the State of Ohio supersedes.

15.8 Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be referred to and finally resolved by arbitration in Blair County, Pennsylvania, under the auspices of the American Arbitration Association ("AAA") in accordance with the Rules for Commercial Arbitration of the AAA, which arbitration rules are deemed to be incorporated by reference into this section. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. The tribunal will consist of a sole arbitrator appointed by the parties or, failing agreement within one month of the demand for arbitration, by the AAA at the request of one of the parties. Any arbitrator shall have substantial familiarity with and at least seven years professional experience with U.S. commercial law and resolution of disputes involving such law, which familiarity may have been obtained by the study of, participation in transactions involving, or litigating, adjudicating or resolving disputes involving, such laws. The arbitrator shall be free in addition to consult independent technical or legal experts of his own choosing in resolving any dispute. We mutually agree to try to take advantage of video conferencing and other technology to reduce the need for travel in the unlikely event a proceeding occurs.

15.9 This Agreement contains the entire understanding of the parties relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is in writing and signed by the duly authorized officers of the parties. No other agreements or understandings, either written or oral, shall apply.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative.

LINK COMPUTER CORPORATIONBy: 

Print Name: Tim Link

Title: President

Date: 7-14-15**MADISON VILLAGE**By: Print Name: Sam Britton JrTitle: MayorDate: July 9, 2015**SCHEDULES**

✓ Schedule A

Exhibit A: Additional information

1. Muni-Link Software Capabilities list
 - CASS Certification capabilities built-in
 - Service orders included
 - E-Portal included in monthly subscription price and includes E-Billing capabilities
 - Unlimited users & support included
 - Upgrades and updates to the Muni-Link Billing Module included
 - Customer data is backed up every 15 minutes on redundant servers
 - Access Muni-Link anytime from anywhere with an internet connection
 - Industry-leading and proven conversion and training process included
2. Confirmation of up-time in our data center being 99.9%. This has been updated in the contract as well.
3. Clarification on price increase clause in Section 5
 - a. Section 5 / Price increase is in our Agreement to protect us from unforeseen price increases, which we want the ability to pass on to our customers in the rare event there is a price increase.
 - b. Examples could be, but are not limited to:
 - i. Significant price increase from our data center
 - ii. Government tax increase or new tax on hosting
 - iii. Any other significant price increase from our vendor
 - c. Please keep in mind the following:
 - i. We have not had to invoke a price increase in the past 5 years due to Section 5
 - ii. Madison Village has the right to cancel the contract if we invoke a price increase or other significant change due to Section 5
4. Confirmation that we have integration in place to Sensus Meters.
5. Power Outage
 - a. If a power outage occurs in the data center, first and foremost Madison Village's data will not be compromised in any way.
 - b. Your data is backed up every 15 minutes.
 - c. The data center has built-in redundancy so if the data center is not back on-line within a short amount of time, your data will be restored to another server farm location within the data center's network. In most cases, Madison Village personnel will not even notice this has occurred.
 - d. Madison Village can request a copy of your data at any time.