

VADAR®

SYSTEMS

EST. 1996

20 Main Street, Suite G1
Acton, MA 01720
Phone: (978) 461-5855
Fax: (978) 461-5850
www.vadarsystems.com

6/10/2026

David Young
Administrative Coordinator
12 Athol Road
Warwick, MA 01378

Dear David ,

Attached you will find a copy of the VADAR® Systems Financial Management Software contract Renewal with Warwick, MA, for Financial Software Application(s). This contract will govern the terms of the products and services being offered to you by VADAR® for the next contract term

Please sign the last page of the Master Agreement. Please keep one copy for your records and return a signed copy to me via email at contracts@vadarsystems.com.

In order to ensure no disruption to your service and support, please email a signed copy of the contract to me within the next 30 days.

Your prompt attention to this matter is greatly appreciated.

Sincerely,



Maribeth Boudreau
978.461.5875

VADAR® Systems, Inc.

Software Application Renewal Agreement

Financial Applications

This **Agreement** is entered into by and between VADAR® Systems, Inc. (hereinafter "VADAR®"), located at 20 Main Street, Suite G1, Acton, MA 01720, and Warwick, MA (hereinafter the "Client"), with its administrative office located at 12 Athol Road, Warwick, MA 01378. This contract will govern the terms of the products and services being offered to you by VADAR® for the next contract term.

Whereas, the Client desires software applications for financial applications (hereafter "Software") and application hosting services (hereafter "Services"); and,

Whereas, VADAR® provides Software and Services, and desires to provide Software and Services to the Client.

Now, therefore, in consideration of the premises and mutual covenants set forth herein, the parties agree as follows:

Definitions

"Documentation" means the user manual, product specification sheet, and any related documentation, whether in printed or electronic form, and any revisions thereof, provided by VADAR to Client under this Agreement.

The "Software" shall mean the current version of VADAR's proprietary relational database Software licensed to Client and used by Client for the processing of tax and financial information, together with any customizations, enhancements, Error corrections, revisions, new releases, and upgrades thereof and as detailed and described in "Attachment A" attached hereto.

"Confidential Information" shall mean any information, technical data, trade secrets or know-how, whether written or oral, disclosed by VADAR® to the Client in connection with this Agreement, relating to the Disclosing Party's present or proposed products (including but not limited to any source code, object code, user interface screens, algorithms, product designs, product architecture, database schema), financial data and operations, business strategies, customer lists and customer related matters, marketing activities, pricing or salary data, negotiations and contracts, or other information of a confidential or proprietary nature.

1.0 Term and Renewal.

1.1 Agreement Term

The term of this Renewal Agreement (hereinafter "Agreement") is for 3 year(s) from 7/1/2026 through 6/30/2029. Assuming neither party is in default, the Parties may renew this Agreement at the end of the Agreement term for such other terms and under such conditions as the Parties may agree, according to a schedule of mutually acceptable rates and terms.

VADAR® shall provide Software and Services according to the terms set forth in Exhibit, "Attachment A", which is attached hereto.

1.2 Assignment of Municipal Project Manager

Client agrees, for the term of the agreement as stated above, to assign one individual to act as the Project Manager (hereinafter "Project Manager") for the duration of the Agreement. Project Manager shall be the central liaison and primary contact person for VADAR® for all matters relating to the installation, implementation and support of the Software. Project Manager agrees to assist VADAR® in setting priorities and timetables and managing customization requests and application enhancements between VADAR® and the appropriate municipal departments.

2.0 Products and Application.

2.1.Provision of Software and Software Licenses

During the term of this Agreement, VADAR® shall provide the Client Software according to and in compliance with MA State Laws for the Client's use in connection with the Client's processing of tax and financial information. Client, not VADAR®, shall be responsible for the utilization of the Software and input and maintenance of any necessary data other than conversions described in Section 4.0 and other than the Services detailed and described in "Attachment A" attached hereto. VADAR assumes no liability for Client's negligent or fraudulent misuse of the Software.

VADAR® shall provide Client with licenses of the Software consistent with the terms outlined in Attachment A. Should Client desire to have additional licenses of the Software in addition to the terms outlined in Attachment A, then VADAR® shall provide additional Software and Support upon a mutually agreeable schedule of rates and terms.

2.2.Customization of Software

VADAR®, at its sole discretion, may agree to customize the Software for the Client. All agreed upon customizations shall be billed to the Client at a mutually agreed upon fixed-cost project rate.

2.3 Software Support

During the term of this Agreement VADAR® shall provide Client toll free, telephone and Internet technical support of the Software, Monday through Friday, from 8:30 AM to 5:00 PM, Eastern Standard Time.

3.0 Training

Any training sessions shall be billed according to a schedule of rates and terms in Attachment A or according to a schedule of rates to be negotiated between VADAR® and Municipality.

4.0 Provision and Protection of Information.

4.1 Format of Data

It shall be Client's exclusive obligation to provide all necessary, accurate, readable data to VADAR® for the initial conversion, setup and continued maintenance of database records. Client shall provide VADAR® all data files, including initial information for initial file set-up, Software configuration and data conversion, in readable, unencrypted, unpacked, ASCII text files formatted for the Personal Computer. VADAR® will not accept encrypted, packed, or unreadable files of any type. Time frames and timetables for all deliverables including but not limited to data conversion, Software configuration, Software installation, Software implementation and Software training shall begin with the confirmed RECEIPT of readable data files in VADAR® 's required file format from Client. Receipt of unreadable data files, receipt of data files that do not contain all necessary information, or receipt of data files that are not in VADAR®'s required format shall not trigger any such time frames or timetables.

4.2 Client's Conversion Responsibilities

Client shall bear sole responsibility to provide VADAR® data files for conversion and update purposes. VADAR® is not responsible for retrieving any data from Client's current software system. Client shall bear sole responsibility to pay all costs associated with providing readable files to VADAR® including costs incurred in utilizing a third party conversion vendor.

4.3 Third Party Data Vendor Relationships

It is the sole responsibility of Client to create, maintain, interface and manage any and all relationships between data files and third party vendors including but not limited to deputy tax collectors, collection agencies, attorneys, software companies and financial institutions. VADAR® will make all reasonable efforts to assist Client in physically interfacing data files from such third party vendors with the Software. It is the sole responsibility of Client to pay for all costs including but not limited to licensing costs, transaction costs and usage costs associated with any data files being provided, maintained or supplied by any third party vendor to fulfill the terms of this Agreement.

4.4 Validation of Data

VADAR® shall perform data conversion and cross validation of received and accepted data files only. Client shall troubleshoot file discrepancies, perform any necessary data entry and correction, and perform final reconciliation and validation of converted files. VADAR® shall make all reasonable efforts to assist Client in reconciling converted data. Limits and terms concerning VADAR®'s data conversion responsibilities are set forth in Attachment A.

4.5 Reliance Upon Information

VADAR® shall be entitled to rely upon all such information, provided by the Client, in connection with systems and services to be rendered hereunder.

5.0 Reserved

6.0 Warranties.

6.1 Terms

VADAR® warrants its products to follow state guidelines and procedures for the collection and maintenance of property tax receivables and revenue applications provided for under State Laws as of the date of this Agreement. Any future statutory changes after the date of this Agreement may result in additional billing to the Client. VADAR® further warrants that the Software and Services shall be free from infringement of any rights of third parties.

6.2 Indemnification by VADAR®

VADAR® shall indemnify and hold harmless the Client from and against any and all loss, cost, damages, expenses and fees, including reasonable attorney's fees, incurred by the Client for any violation of the provisions of this Section 6.0 by VADAR®.

7.0 Payment.

7.1 The Client shall pay VADAR for the products as referred to in Attachment A. VADAR® shall submit an annual invoice at the beginning of every fiscal year to the Client and the Client shall pay the invoice within thirty (30) days of receipt.

7.2 In the event of Client's default of this Agreement, VADAR® shall be entitled to recover, in addition to the amount due, all reasonable costs of collection, including reasonable attorney's fees.

7.3 Any delay or forbearance by VADAR® in enforcing any of said payment default provisions, are discretionary to VADAR®, and shall not be construed as a modification or waiver of any and all remedies that are available to VADAR®.

8.0 Intellectual Property

8.1 Title and full ownership rights to the Software, as well as any or all object or source code, screen interface design, system reporting, and dunning notices are the proprietary intellectual property and trade secrets of VADAR® Systems, Incorporated. Client understands and agrees that said Software is being utilized under a leasing/licensing and support agreement whereby the Client leases the Software and VADAR® Systems, Inc. supports and maintains the Software during the terms of this agreement.

8.2 No part of the Software may be reproduced, redistributed, transmitted, transcribed, stored in any retrieval system, or translated into any human or computer language, in any form or by any means, without the express written permission of VADAR® Systems, Inc., 20 Main Street Suite G1, Acton, MA 01720. The Client, however, is permitted to perform data and application back-ups of the Software for internal use within the Collector/Treasurer's or Finance office(s) only.

8.3 The term "VADAR®" is a registered trademark.

9.0 Termination of Contract

9.1 Breach and Notice of Cure

Subject to the provisions of the section entitled "Force Majeure", if the Client shall fail to fulfill, in a timely and satisfactory manner, its obligations under this Agreement, or if Client shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty one (21) business days after written notification of such failure or violation is received by Client, then VADAR® shall thereupon have the right to terminate this Agreement by giving written notice to Client of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.

Subject to the provisions of the section entitled "Force Majeure", if VADAR shall fail to fulfill, in a timely and satisfactory manner, its obligations under this Agreement, or if VADAR shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty one (21) business days after written notification of such failure or violation is received by VADAR, then Client shall thereupon have the right to terminate this Agreement by giving written notice to VADAR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.

9.2 Surrender of Property

Upon any termination of this Agreement, subject to the Section entitled "Surrender", each party shall return to the other party all materials of such other party then in the returning party's possession. Ownership of each party's materials shall remain with the party originally owning the same.

9.3 Equitable Relief

The parties acknowledge that monetary damages may not be adequate in the event of a breach of this Agreement and that the non-breaching party shall be entitled to equitable and injunctive relief in addition to any other available legal remedies

10.0 Surrender.

10.1 Upon the termination of this Agreement, at VADAR®'s request, the Client shall within 30 days, surrender all copies of the Licensed Software, any applications owned by VADAR®, all Modifications and all tangible embodiments of, and all other VADAR® property, in good order and condition. Rights of ownership or possession of said VADAR® property and of the Software will not transfer to the Client.

10.2 Termination of this License will serve to terminate all licenses to the Licensed Software granted hereunder.

10.3 VADAR® agrees and consents upon termination of this Agreement, at Client's request, to provide Client in a timely fashion electronic and/or hardcopy of all municipal data records stored within the Software. All data stored within the Software remains the property of Client and right of ownership or possession of said municipal data records will not transfer to VADAR®.

11.0 Integration and Modification.

11.1 This instrument, together with any attachments expressly referred to herein, contains the entire Agreement between the parties. However, should either party from time to time request changes to the Agreement, such changes shall be effective when mutually agreed upon between the Client and VADAR® and incorporated in writing in this Agreement. Any changes in terms or conditions of this Agreement must be consistent with federal and state laws or where applicable, the Client's by-laws. In the event of a conflict between a Client's by-law and applicable state or federal law, state or federal law shall supersede.

11.2 In the event of a conflict between the provisions of the main body of this agreement, and any attached exhibits, documents, appendices or other materials, the provisions of this Agreement shall take precedence.

11.3 Modifications hereto shall be in writing and signed by authorized representatives of both parties. In the absence of information to the contrary, it shall be reasonable for either party to rely upon the other party's authority to sign and bind their respective principal.

12.0 Applicability of State Law.

This Agreement is made subject to and shall be interpreted and construed in accordance with the laws of The State of MA.

13.0 Assignment

This Agreement and the rights and obligations of either party may not be assigned or transferred voluntarily or involuntarily, by operation of law, without the prior written consent of either party. Such assignment, whether voluntarily or by operation of law, unless with the prior written consent of the other party, shall give either party the right to terminate said Agreement.

14.0 Reserved

15.0 Indemnification and Hold Harmless

15.1 VADAR® will defend, indemnify and hold harmless Client from claims against Client that the Software or Services infringe any patent, copyright, trade secret or other right of any third party, provided that Client promptly advises VADAR® of the existence of such claim. VADAR® shall have the sole control of the defense and settlement of any such claim. Client shall have the right, at Client's expense, to engage separate legal counsel to participate in such defense. If the Software or Services is found to infringe any such rights or if VADAR® is enjoined from the continued provision thereof or of any portion thereof, VADAR® shall, at its sole expense, either (a) obtain a license from all necessary third parties to permit such continued provision, or (b) replace or modify the applicable portions to eliminate such infringement, provided that no such replacement or modification shall cause a degradation in functionality or performance.

15.2 In the event a party fails to exercise its duty to defend under any provision of this Section 15.0 upon reasonable written notice, the other party shall have the right to control such defense and to charge the party contractually obligated to conduct such defense therefore.

15.3 - Insurance

VADAR® shall be responsible to the Client or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. VADAR® and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. VADAR® and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts herein indicated.

General Liability

Bodily Injury Liability: \$1,000,000 per occurrence
Property Damage Liability \$ 500,000 per occurrence
(or combined single limit) \$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability: \$1,000,000 per occurrence
Property Damage Liability \$ 500,000 per occurrence
(or combined single limit) \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

Prior to commencement of any work under this Agreement, VADAR® shall provide the Client with Certificates of Insurance which include the Client as an additional named insured and which include a thirty day notice of cancellation to the Client.

16.0 VADAR Cloud and Web Hosting Services

16.1 Deliverables

Managed Hosted IT Services Overview:

The following support services are provided under this agreement.

Services:	
Hosted Infrastructure, Management, and Support Components	VADAR Application Delivery via Citrix <ul style="list-style-type: none">▪ Client access to VADAR software via Citrix Virtual Apps and Desktops▪ Fully Managed Backup and Offsite Replication▪ Anti-Virus, Patch Management and Inventory of Server Infrastructure▪ All Server Software licenses for hosted environment are included and managed by VADAR▪ All Servers and data located in a Secure, Environmentally Controlled Data Center▪ All Servers monitored and supported by VADAR 24x7

16.2 Assumptions

- In the event that support issues arise outside of what is supported in this Agreement, VADAR will discuss any fee and schedule impact with Client. Client shall agree in writing to have any out of scope services performed by VADAR prior to VADAR providing such out of scope services.
- VADAR shall not be liable for any other vendor-provided software/hardware support charges associated with escalating the troubleshooting of other vendor-specific support issues. These issues will be identified and reported to Client for approval.

- VADAR will work with third-party application vendors on a best-effort basis to assist in troubleshooting application-specific support issues.

16.3 Minimum Technical Requirements

Requirements on Laptops and Desktops:

Laptops and Desktops are required to meet the minimum requirements of the Citrix Workspace app which are available at the links below:

Windows - [System requirements and compatibility | Citrix Workspace app for Windows](#)

Mac - [System requirements and compatibility | Citrix Workspace app for Mac](#)

If these requirements are not met, VADAR cannot warranty connectivity, and reserves the right to charge Client hourly for any services performed in conjunction with each computer and end user.

16.4 Web Hosting Services and Support

End User Helpdesk Support Restrictions:

End User Helpdesk Support is strictly remote support and does not include hardware support. Any services performed onsite or to restore computer to original settings are billed hourly.

Restrictions on Printers:

Printer types vary greatly and VADAR does not have access to or experience with every printer on the market. Although most printer brands function properly with the VADAR Cloud, VADAR cannot warranty that all printers will be compatible with the app delivery platform.

Connectivity Requirements and Restrictions:

End User is responsible for providing connectivity to VADAR's hosting infrastructure. VADAR strongly recommends two independent business class Internet Services with appropriate bandwidth for high availability.

Backup, Restore and Disaster Recovery Restrictions:

Managed Data Backups and IT Continuity include hourly backups of servers hosting client databases, and daily backups of infrastructure servers including offsite replication of all snapshots to the BCDR provider's cloud provided under this Agreement. Any backups of on-premise End User owned systems are outside of this agreement.

Backup Retention:

Unless otherwise stated herein, VADAR provides the following backup retention on the local BCDR appliance for servers hosting client databases:

- All snapshots for 30 days
- After 30 days, retain:
 1. Last snapshot of day for 14 days
 2. Last snapshot of the week for 8 weeks
 3. Last snapshot of month for 12 months
- Last snapshot of year for 3 years

Unless otherwise stated herein, the BCDR provider provides the following backup retention in the cloud for all servers:

- All snapshots for 7 days
- After 7 days, retain:
 1. Last snapshot of day for 31 days
 2. Last snapshot of the week for 9 weeks
 3. Last snapshot of month for 12 months
- Last snapshot of year for 3 years

Storage Management:

Storage provided in VADAR's data center is pooled across the servers provided. Storage may be re-allocated as needed. This does not include the addition of new storage, only the re-allocation of existing storage across existing systems. Storage for onsite servers will vary based on the role of said server.

System Availability:

VADAR's availability goal is 98% uptime and is measured in a 365-day year calendar. "Downtime" is defined as the End User's inability to connect and open apps on the VADAR Cloud due to a failure by a VADAR owned and managed component.

Exclusions:

- Maintenance windows, both scheduled and emergency, are not included in the availability goal and do not impact the calculation of uptime/system access. VADAR has regularly scheduled downtime windows utilized for system patching and maintenance.
- VADAR shall not be responsible for any delays, problems arising, or for its failure to meet service levels, caused by (a) the failure or poor performance of Client's internal computing systems, or local or wide area network or Internet connections; (b) the failure or poor performance of Client's power source and/or power supply; (c) any changes or modifications made to Client's operating system, environment, or equipment, other than those made by VADAR or its

agents; (d) any unauthorized access to Client's computing systems; (e) Client's failure to perform its obligations under this Agreement; or (f) any failure outside of VADAR's control, including, but not limited to, failure of telecommunications lines or failure of Internet service.

17.0 Force Majeure

Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, acts of war, global pandemics, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of third party utility or telecommunications systems or the Internet, which may substantially delay, materially interfere with or render impossible the provision by VADAR of some or all of the Services under this Agreement.

18.0 Survival

The obligations contained in Sections 8.0 and 9.0 survive the termination or completion of this Agreement.

19.0 Miscellaneous

19.1 Notices

All notices and other communications given in connection with this agreement shall be in writing and shall be sent via certified mail.

19.2 Waivers

Any waiver by a party of the breach of any provision hereof shall not constitute a waiver of any subsequent breach of the same or any other provision

20.0 Severability

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then all parties will be relieved of the obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable, or void, it being the intent and agreement of the parties, that this Agreement will be deemed amended by modifying the provision to the minimum extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objective. If the remainder of this Agreement is capable of substantial performance, then it shall be enforceable to the extent permitted by law.

21.0 Headings

All headings contained in this Agreement have been inserted for convenience of reference only and shall be of no force or effect in any construction or interpretation hereof. Terms of gender will be deemed interchangeable, as will singular and plural terms, in each case unless the context otherwise requires.

22.0 Fiscal Year Appropriation

The obligations of Client under this Agreement, or under any amendment to this Agreement, for any fiscal year, are subject to the appropriation to the Client of funds sufficient to discharge the obligations of the Client which accrue in that fiscal year, and authorization to spend such funds for the purposes of this Agreement. If, for any fiscal year during the term of this Agreement, funds for the discharge of the Client's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are insufficient for that purpose, then this Agreement shall terminate immediately and Client shall have no further financial obligations under this Agreement.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly appreciated representatives.

VADAR® Systems, Inc.

Handwritten signature of Francis J. Natale, CEO, in black ink.

DATE: 6/10/2026

Francis J. Natale, CEO, VADAR Systems, Inc.

The Client

Handwritten signature of Dr. Alan D. Genovesi in blue ink, followed by the date 6/15/2026, all on a horizontal line.



VADAR® Systems, Inc.

Financial Software Proposal for Warwick, MA

Date: 7/1/2026

	<u>FY27</u> Annual Cost	<u>FY28</u> Annual Cost	<u>FY29</u> Annual Cost
<u>Software Licenses & Support Charges:</u>			
VADAR® Fund Accounting Suite	\$4,189.50	\$4,189.50	\$4,189.50
General Ledger & Subsidiary Ledgers (Expense and Revenue)	included	included	included
Accounts Payable, Budgeting, Journal Entries, Treasurer's Receipts	included	included	included
Report Writer/Custom Report Builder	included	included	included
Property Tax Suite	\$4,189.50	\$4,189.50	\$4,189.50
Semi-Annual Real Estate Billing & Collection	included	included	included
Semi-Annual Personal Property Billing & Collection	included	included	included
IAS Assessing Data Bridge**	included	included	included
Municipal Lien Certificate	included	included	included
Motor Vehicle Excise Billing & Collection	included	included	included
Delinquent Real Estate Billing & Collection	included	included	included
Abatement/Exemption	included	included	included
Point of Sale	included	included	included
Tax Title Billing and Collections	included	included	included
Collector Revenue Turnover Premium	included	included	included
Payment Plan Adjustment on Tax	\$2,607.59	\$2,607.59	\$2,607.59
Discount	-\$837.90	-\$837.90	-\$837.90
Remote Department A/P & Reporting (Schools)			
Year 1 - Acquisition			
Annual Support	\$831.60	\$831.60	\$831.60
Purchase Orders & Requisitions (Schools)			
Year 1 - Acquisition			
Annual Support	\$999.60	\$999.60	\$999.60
<u>Annual Software & Support Subtotals:</u>	<u>\$11,979.89</u>	<u>\$11,979.89</u>	<u>\$11,979.89</u>
<u>VADAR Cloud - 4 Users:</u>	<u>\$3,318.00</u>	<u>\$3,318.00</u>	<u>\$3,318.00</u>
<u>Annual Totals - Software & Cloud:</u>	<u>\$15,297.89</u>	<u>\$15,297.89</u>	<u>\$15,297.89</u>
<u>Annual TOTAL DUE</u>	<u>\$15,297.89</u>		

Additional Optional Services:

VADAR Cloud - \$990 per cloud user account per year (annual cost)

Additional virtual training is \$790 per session

Additional Notes:

This proposal is reflective of a three (3) year contract renewal from July 1, 2026 through June 30, 2029.

No manual data entry included

Approved custom Programming or approved special programming quoted on a project basis

VADAR Cloud includes 24/7 secure Internet access to all data and applications, remote server monitoring, anti-virus software, daily data backups & disaster recovery

VADAR Cloud requires reliable high speed Internet connection

Proposal valid through June 30, 2026