SOFTWARE ACCESS AGREEMENT

This Software Access Agreement (the "Agreement") is made this _____ day of _____, 202___, by and between the County of Ulster, a municipal corporation and county of the State of New York with principal offices at 244 Fair Street, Kingston, New York 12401 (the "County") and the Town of Olive, a municipal corporation of the State of New York with principal offices at 45 Watson Hollow Road, West Shokan, New York 12494, (the "Town"), each a "Party" together the "Parties".

RECITALS

WHEREAS, the County purchased licenses for the Systems East, Inc. Total Collection Solution (TCS) software for use by the County to collect and enforce property taxes; and

WHEREAS, Systems East, Inc. has provided the County a discounted bulk purchase price for the TCS software licenses and hosting/maintenance for use by the various municipalities in Ulster County; and

WHEREAS, the Town desires to have a license and hosting/maintenance for the TCS software for the collection and enforcement of property taxes; and

WHEREAS, in the spirit of municipal cooperation, the County desires to provide the Town with a software license and one (1) year hosting/maintenance for the TCS software.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows.

AGREEMENT

1. **PURCHASE OF SOFTWARE LICENSE AND ONE (1) YEAR OF HOSTING/MAINTENANCE**
The County hereby agrees to purchase on behalf of the Town for its non-exclusive use a TCS software license and one (1) year of hosting/maintenance.

   a. No duty or responsibility is imposed upon or obligation assumed by the County to service, support or in any respect modify the TCS software to meet any specifications designed by the Town. The County does not warrant that the functions contained in the TCS software will meet the requirements of Town or that the operation of the TCS software will be uninterrupted or error-free.

2. **TOWN RESPONSIBILITY**
The Town shall be responsible for directly contacting Systems East, Inc. using the information provided by the County after execution of this Agreement to obtain a user name and password and any necessary installation.

The Town shall be responsible for contracting directly with Systems East, Inc. to pay TCS Software hosting/maintenance for any subsequent year.

3. **NO WARRANTY BY COUNTY**
Except as provided above, the Software is provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the Software is with the Town. Should the TCS software prove defection, the Town assumes the entire cost of all necessary servicing, repair or correction.

4. **HOLD HARMLESS**
The Town agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney's fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the use of the TCS software pursuant to this Agreement, which the County may suffer by reason of any negligence, fault, act, or omission of the Town, its officials, employees and agents.

5. **GOVERNING LAW**
This agreement is governed by the laws of the State of New York.

6. **ENTIRE AGREEMENT**
The terms and conditions stated above are the complete and exclusive statement of the agreement between County and the Town which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

7. **MODIFICATION**
No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement. Unless otherwise specifically provided for therein, the provisions of this Agreement will apply with full force and effect to the terms and conditions contained in such Addendum, Amendment, or Change Order.

8. **COUNTERPARTS**
The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document has the same effect as delivery of an executed original of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to enter into this Agreement as of the dates set forth above.

TOWN OF OLIVE

By:_____   Date: _____
Jim Sofranko
Supervisor, Town of Olive

COUNTY OF ULSTER

By:_____   Date: _____
Peter Criswell
Chair, Ulster County Legislature