

**SOFTWARE LICENSE, IMPLEMENTATION AND SUPPORT AND
MAINTENANCE AGREEMENT**

BETWEEN

N. HARRIS COMPUTER CORPORATION

- and -

CORNING NATURAL GAS CORPORATION

**1 Antares Drive, Suite 400
Ottawa, Ontario
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**SOFTWARE LICENSE, IMPLEMENTATION AND SUPPORT AND MAINTENANCE
AGREEMENT**

THIS AGREEMENT made as of the 28 day of June , 2012.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Consultant")

- and -

CORNING NATURAL GAS CORPORATION
("Organization")

RECITALS

1. The Consultant owns the Software (as defined below);
2. The Organization wishes to (a) acquire a license to utilize the Software, (b) retain the Consultant to perform the Services (as defined herein), and (c) enter into a support and maintenance contract (Schedule "C").
3. The Consultant wishes to (a) grant the Organization a license to utilize the Software, and (b) provide the Services to the Organization, all upon the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

**ARTICLE I
INTERPRETATION**

1.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- (a) **"Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder"** and similar expressions mean this Software License, Implementation and Support and Maintenance Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to **"Articles"** or **"Sections"** mean and refer to the specified Article or Section of this Agreement.

- (b) **“Change Order”** means any written documentation between the Organization and Consultant evidencing their agreement to change particular aspects of this Agreement.
- (c) **“Completion of Services”** means that the Software is fully operational and performing in substantial conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominate business system.
- (d) **“Confidential Information”** means, with respect to a Party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the Parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party hereunder; (ii) was previously known to the receiving Party as evidenced by its written records; (iii) is rightly received by the receiving Party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving Party without reference to or use of the other Party's Confidential Information.
- (e) **“Designated Computer System”** shall mean the Organization’s platform and operating system environment which is operating the Software.
- (f) **“Documentation”** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Services, whether distributed in print, magnetic, electronic, or video format, in effect as of the date (1) the Software is accepted by the Organization, or (2) the Service is provided to the Organization.
- (g) **“Go-Live”** means the event occurring when the Organization first uses the Software as the Organization’s predominant Software.
- (h) **“License”** means the non-exclusive license granted to the Organization pursuant to Section 2.1 hereof, to configure and install the Software on the Organization’s server computers to enable users to access and use the Software.
- (i) **“Required Programs”** has the meaning set out in Section 3.3(b) hereof.
- (j) **“Scope of Work”** means the scope of work appended hereto as Schedule “D” delineating, among other things, the Services that will be provided by Consultant to Organization pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties’ respective representatives from time to time in accordance with the terms of this Agreement.

- (k) **“Services”** has the meaning set out in Section Article III hereof.
- (l) **“Software”** means the program material in machine-readable or interpreted form, and may include, where appropriate, listings of either machine code or source code and related materials, including instructions and documentation provided by Consultant to Organization, including any such programs provided subsequent to this Agreement, and including all copies made by Organization. The Software to be provided by Consultant at the inception of this Agreement is identified on the attached Schedule “A”.
- (m) **“Source Code”** of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.
- (n) **“Support and Maintenance Agreement”** has the meaning set out in Section 3.5 hereof.
- (o) **“Third Party Software”** means any computer programs developed or owned by third parties (including open source software) that are incorporated into the Software or provided by Consultant to Organization for use with the Software. Unless otherwise provided in the Statement of Work or a Schedule hereto, Consultant shall be responsible for securing any licenses or other rights necessary for the utilization by Organization of any such Third Party Software. All Third Party Software shall be identified in the Statement of Work or a Schedule.
- (p) **“Warranty Period”** means a period of twelve months from the date of Software installation, during which time the Consultant shall correct any errors or malfunctions reported to the Consultant by the Organization in accordance with Section 6.3 of this Agreement.

1.2 Time of the Essence

Time shall be of the essence in and of this Agreement and every part hereof. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

1.3 Currency

Unless otherwise specified, all references to amounts of money in this Agreement refer to U.S. currency.

1.4 Headings

The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.

1.5 Plurals and Gender

The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.

1.6 Schedules

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule “A” -	Description of Software
Schedule “B” -	Fee Structure and Payment Schedule
Schedule “C” -	Support and Maintenance Agreement
Schedule “D” -	Scope of Work
Schedule “E” -	CIS Infinity, Cayenta Financials and Cayenta Operations definition and costs
Schedule “F” -	Hardware – if applicable
Schedule “G” -	System Software – if applicable

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control.

ARTICLE II SOFTWARE LICENSES

2.1 Grant of Licenses

Subject to the terms and conditions of this Agreement, the Consultant hereby grants to the Organization a personal, non-exclusive, non-transferable right and license to use the Software on the Designated Computer System (the “License”).

Any Software furnished by Consultant in machine-readable form may be copied in whole or in part by Organization for use on the Designated Computer System. Organization agrees that the original copy of all Software furnished by Consultant and all copies thereof made by Organization are and at all times remain the sole property of Consultant.

Any License granted under this Agreement permits the Organization to: (i) use the Software for its municipal and corporate purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the Organization deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality.

Within one (1) year after the date of this Agreement, Organization may optionally license from Consultant any of the Software identified in Schedule "E" for the corresponding prices listed in Schedule "E". After the expiration of the one (1) year period, prices for the Software identified in Schedule "E" are subject to change in Consultant's sole discretion.

2.2 Term of License

The License granted herein commences on the date of this Agreement and is of perpetual duration unless terminated pursuant to the terms hereof.

2.3 Restrictions on Use

Except as expressly provided herein, the Organization may not give away, rent, lease or otherwise sell, sublicense, distribute or transfer the License granted under this Agreement without the prior written consent of Consultant.

Each License permits the Organization to use the Software in (1) a test environment, (2) a training environment and (3) on a back-up or disaster recovery system.

Within thirty (30) days after discontinuance or termination of the License for any reason, including termination resulting from a breach by the Organization beyond the applicable notice and cure periods as provided in this Agreement, Organization shall deliver to Consultant the Software and all copies thereof in whichever form, including partial copies which may have been modified by Organization or Consultant. Alternatively, the Software and other related materials may be disposed in accordance with written instructions from Consultant. Upon prior written authorization from Consultant, Organization may be permitted for a specific period after the termination of the License to retain one copy of certain materials for record purposes.

The Software and related materials supplied by Consultant are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by Consultant remain with Consultant. Use of the Software and related materials supplied by Consultant is subject to the applicable copyright laws and the express rights and restrictions of this Agreement. Any rights not expressly granted

herein are reserved. Organization may not remove any copyright, trademark or other proprietary notices from the Software and related materials supplied by Consultant.

2.4 Derivation, Modification and Copyright

- (a) The Organization agrees that it will not attempt to derive, or permit or help others to derive the Source Code relating to the Software or attempt to otherwise convert or alter the Software into human readable code. The Organization further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the Source Code relating to the Software.
- (b) The Organization shall have no right to modify any of the Software supplied by the Consultant for Organization's use under this Agreement without the prior written approval and direction of the Consultant.
- (c) The Organization agrees that it will not, except as otherwise expressly provided in this Agreement or except as dictated by Organization's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Software or other proprietary information in any form. The Organization agrees that it will not copy or otherwise reproduce the Software and that any additional copies as are reasonably necessary for the use of the Software shall be provided to the Organization through the issuance of additional Licenses at the Consultant's then current charges.
- (d) The Organization may duplicate Documentation, at no additional charge, for the Organization's use so long as all required proprietary markings are retained on all duplicated copies.

2.5 Ownership of Software and Confidential Information

- (a) The Organization acknowledges that the Software contains proprietary and confidential information of the Consultant which shall, at all times, remain the property of the Consultant. Through the grant of licenses pursuant to Section Article II, the Organization is only entitled to use of the Software in accordance with the terms of this Agreement.
- (b) The Organization will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of the Consultant will remain on the Software in machine-readable form. The Organization will take the same care to safeguard the Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- (c) No third party, other than duly authorized agents or employees of the Organization authorized pursuant to the Licenses issued hereunder, shall have access to or use of the Software.

- (d) In order to assist the Consultant with the protection of its proprietary rights with respect to the Software and to enable the Consultant to ensure that the Organization is complying with its obligations with respect to the proprietary nature and confidentiality of the Software, the Organization shall permit the Consultant to visit during normal business hours any premises at which the Software is used and shall provide the Consultant with access to such Software.

2.6 Provision of Source Code

- (a) The Organization's ability to utilize the Software will be seriously jeopardized if the Consultant fails to maintain or support such Software unless complete Source Code for the Software and related Documentation is made available to the Organization for the Organization's use in satisfying the Organization's maintenance and support requirements. Therefore, the Consultant agrees that if an "Event of Default" occurs, then the Consultant shall promptly provide to the Organization one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- (b) An Event of Default shall be deemed to have occurred if the Consultant: (1) ceases to market or make available maintenance or support Services for the Software during a period in which the Organization is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and the Consultant has not promptly cured such failure despite the Organization's demand that the Consultant make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, (3) ceases business operations generally or (4) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party that has not assumed all of the obligations of the Consultant set forth in this Agreement.
- (c) The Consultant will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use by computer and photocopy equipment, and shall consist of a full source language statement of the program or programs comprising the Software and available program maintenance Documentation which comprise the pre-coding detail design specifications, and all other available material necessary to allow a reasonably skilled programmer or access the Software without the assistance of the Consultant.
- (d) The governing License for the Software includes the right to use Source Code received under this Section as necessary to modify, maintain, and update the Software.
- (e) The Consultant will deposit in escrow with its Escrow Agent a copy of the Source Code which corresponds to the most current version of the Software in use by the Organization. The Organization shall pay the fees for new account set-up and

annual fees of the Escrow Agent for services provided, including any fees to add the Organization as a beneficiary to such escrow and any verification and testing of the escrow deposit which may be undertaken by the Escrow Agent at the Organization's request. The Consultant's entry into, or failure to enter into, an agreement with an escrow agent or to deposit the described materials in escrow shall not relieve the Consultant of its obligations to the Organization described in this Section.

2.7 Ownership and Disposition of Documents

The Organization shall be the exclusive owner of all materials and documents which were developed or prepared by the Consultant specifically for the Organization pursuant to this Agreement. All materials and documents which were developed or prepared by the Consultant for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of the Consultant.

ARTICLE III CONSULTING SERVICES

3.1 The Consultant's Services

In order to achieve the Completion of Services, the Consultant agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Services") for the Organization:

- (a) Oversee and implement the conversion from the Organization's existing software applications to the Consultant's Software substantially in accordance with the Scope of Work included with the attached Schedule "D".
- (b) Install the Software, perform necessary set up and configuration operations, perform initial testing and parallel testing in accordance with the Scope of Work attached hereto as Schedule "D".
- (c) Provide the training substantially in accordance with the Scope of attached hereto as Schedule "D".
 - (i) Consultant recommends a maximum of eight (8) people in each training class for optimal training.
 - (ii) Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.
 - (iii) On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.

(iv) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Organization within fourteen (14) days or less of scheduled on-site Services will be billed for any non-recoverable direct costs incurred by Consultant due to advance scheduling of travel. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Consultant's then current schedule permits. Consultant is not responsible for any delay in Organization's project resulting from Organization's cancellation of training. If upon Consultant arrival, the Organization is not adequately prepared or has not completed the assigned tasks for such visit by the Consultant, then the Organization will be billed 100% of the on-site fee and scheduled on-site services can be cancelled by the Consultant. If additional services are required because the Organization was not adequately prepared, Consultant will provide a Change Order to the Organization for the additional services.

3.2 Performance by Consultant

- (a) Manner of Performance -- The Consultant shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof.
- (b) Consultant's Discretion -- The Consultant shall, in collaboration with the Organization, determine the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the Organization personnel. The Consultant will communicate openly with the Organization on its methodology, manner and means.
- (c) Conduct on Organization's Premises -- The Services shall be performed with the Organization's full co-operation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. The Consultant agrees, while working on the Organization's premises, to observe the Organization's rules and policies relating to the security thereof, access to or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.
- (d) Inquiries by Organization -- The Consultant shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.

3.3 Performance by Organization

- (a) Co-operation by Organization -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.
- (b) Required Programs -- The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required

software programs (the “Required Programs”), as detailed in the attached Schedule “A”, and the Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein.

- (c) Hardware -- The Organization acknowledges that the operation of the Software requires the Organization’s hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services. If Consultant determines that Organization’s hardware is not of sufficient quality, condition and repair, Consultant shall notify Organization in writing of the Hardware deficiencies. Organization will strive to remedy any hardware deficiencies within 30 days of notification.

Consultant acknowledges that it has reviewed the list of hardware proposed by the Organization and finds it will meet the performance requirements for the software proposed by the Consultant.

- (d) Project Manager -- The Organization shall appoint a project manager (the “Project Manager”) who shall work closely with the Consultant to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Organization and their co-operation with and participation in such process.

- (e) Additional Organization Obligations

- (i) Organization shall install all corrections and maintenance releases within a reasonable period of time of Organization’s notification of their availability. However, any fix or correction designated as “critical” by Consultant shall be implemented by Organization within thirty (30) days of notification to the Organization by Consultant of its availability.

- (ii) Organization shall notify Consultant of suspected defects in any of the Software supplied by Consultant. Organization shall provide, upon Consultant request, additional data deemed necessary or desirable by Consultant to reproduce the environment in which such defect occurred.

- (iii) Organization shall allow the use of online diagnostics on the Software supplied by Consultant to Organization, if required by Consultant during problem diagnosis. Organization shall provide to Consultant, at Organization’s expense, access to the Designated Computer System via the Organization’s firewall to communications software (e.g. Remote Desktop, WebEx, Web Demo).

- (iv) Organization shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Consultant manuals and instructions. If Organization’s personnel are not properly trained as mutually determined by Consultant and Organization,

Organization agrees that such personnel will be trained by Consultant or Organization within fifteen (15) days of determination. If Organization desires Consultant to perform the required training then Consultant shall be compensated in accordance with this Agreement.

(v) Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from any cause. Organization shall provide Consultant with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

(vi) Organization shall have the sole responsibility for:

(a) the performance of any tests it deems necessary prior to the use of the Software.

(b) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.

(c) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.

(d) timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Consultant Software.

3.4 Allowance for Suspension or Delay due to Organization

In the event that the Organization shall suspend the performance of Services, delay any deliverable date, or cause a delay in performance by failing to fulfill any of its obligations under Section 3.3, then the following shall apply: Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay. The due date for any deliverable set forth in the Scope of Work that is dependent on such performance by the Organization shall be deemed adjusted equitably to allow for the effect of such delay on Consultant's ability to supply or perform such deliverable.

The parties acknowledge and agree that the fixed price structure herein is based on the assumption of a fixed duration of Services. The parties further agree that any change in the duration of Services may cause Consultant to incur additional costs that could not have been anticipated. In the event that the Organization shall extend the Go-Live date for its convenience or cause a delay in the Go-Live date by failing to fulfill any of its obligations under Section 3.3, then the parties shall negotiate in good faith an equitable adjustment to the fee schedule based on the additional hours of effort and additional costs caused by such delay.

3.5 Support and Maintenance Agreement

Concurrently with the execution and delivery of this Agreement, the Consultant and the Organization have entered into a support and maintenance agreement (the "Support and Maintenance Agreement") in the form of and on the terms set out in the attached Schedule "C" which shall apply in respect of the ongoing services and support to be provided by the Consultant

to the Organization following the Completion of Services. Notwithstanding the ongoing application of the Support and Maintenance Agreement, the terms and conditions of this Agreement, insofar as they relate to the Software and the Documentation and the rights and obligations of the parties with respect thereto, shall continue to apply and the Support and Maintenance Agreement is not intended to, nor will it, apply to the exclusion of this Agreement. Consultant shall have no obligation under this Agreement to render any maintenance services or related services with respect to non-Consultant software, except as contracted for in writing with the Organization.

ARTICLE IV HARDWARE

4.1 Hardware

This Article IV shall only be applicable in the event any hardware is listed on Schedule “F”.

(i) Organization agrees to purchase from Consultant and Consultant agrees to sell to Organization, the hardware listed on the attached Schedule “F” (collectively the “Hardware”), for the purchase prices listed in said Schedule. Consultant shall arrange for the delivery of the Hardware, and Organization shall pay for the transportation charges incurred by Consultant in connection with the delivery of the Hardware. Delivery of the Hardware shall be F.O.B. point of destination, provided that Organization shall pay for the shipping charges. All risk of loss and risk of damage to the Hardware will pass to Organization upon delivery to Organization’s specified location.

(ii) Upon delivery of the Hardware to Organization, Consultant shall invoice Organization for the Hardware, and Organization shall pay for the same within thirty (30) days. Consultant hereby reserves a purchase money security interest in all Hardware delivered to Organization in accordance with this Agreement until payment in full is received for all Hardware delivered to Organization, and for that purpose, this Agreement shall be a security agreement. Organization authorizes Consultant or its agent to file the necessary financing statements to perfect Consultant’s interest. Additionally, Consultant may file this Agreement or a copy of this Agreement with such public filing offices as are necessary in Consultant’s discretion.

(iii) Consultant and/or the Hardware manufacturer(s) will provide Organization with one copy of the then current user documentation for use with the Hardware ordered and the environmental specifications for the equipment, where applicable.

(iv) Except as otherwise provided in this Agreement, Organization shall be responsible for the installation of the Hardware at Organization’s location. If Organization desires Consultant to perform any installation not described in this Agreement, Consultant and Organization shall follow the procedures set out in this Agreement.

(v) It is acknowledged by the parties hereto that the Hardware provided by Consultant to Organization pursuant to this Agreement was manufactured and delivered to Consultant by a third party manufacturer and Consultant is reselling it to Organization. As such, Consultant makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Organization has with respect to the Hardware shall be solely provided by the manufacturer(s). Notwithstanding, except for manufacturer defects, Consultant warrants that the Hardware is capable of implementing the Software Licensed to Organization hereunder.

(vi) The parties agree that although this Agreement may contain estimated prices for the maintenance of the Hardware, Hardware maintenance shall be provided solely by the respective Hardware manufacturer(s) through separate agreements between Organization and the Hardware manufacturer(s). In no event shall Consultant be responsible for such Hardware maintenance.

ARTICLE V SYSTEM SOFTWARE

5.1 System Software

This Article V shall only be applicable in the event any System Software is listed on Schedule “G”.

(i) Consultant shall distribute to Organization the System Software which is listed on Schedule “G”, and Organization shall pay Consultant for the System Software in the amount of the purchase price(s) listed on Schedule “G”. Upon delivery of the System Software to Organization, Consultant shall invoice Organization for the System Software, and Organization shall pay for the same within thirty (30) days. Delivery of the System Software shall be deemed to have occurred: (i) on the date for which Consultant delivers Hardware to Organization with the System Software installed thereon, F.O.B. point of destination, provided that Organization shall pay the shipping charges, or (ii) the date on which Consultant installs the System Software on Organization’s Hardware. Consultant and/or the System Software manufacturer(s) will provide Organization with one copy of the then current user documentation for use with the System Software.

(ii) Except as otherwise provided in this Agreement, Organization shall be responsible for the installation of the System Software at Organization’s location. If Organization desires Consultant to perform any installation that is not described in this Agreement, Consultant and Organization shall follow the procedures set forth in this Agreement.

(iii) It is acknowledged by the parties hereto that the System Software provided by Consultant to Organization pursuant to this Agreement was developed and delivered to Consultant by one or more third party software companies and Consultant is distributing, sublicensing and/or reselling it to Organization. As

such, Consultant makes no warranties, express or implied, with respect to the System Software, including, without limitation, merchantability or fitness for a particular purpose. Any warranty Organization has with respect to the System Software shall be solely provided by the third party software companies. Additionally, Organization acknowledges that its interest in the System Software may be in the nature of a license or sublicense with one or more of the third party software companies which may: (i) require Organization to enter into one or more separate license agreements with such third party software companies, and/or (ii) place restrictions on Organization's use of the System Software. Notwithstanding, except for third party software companies defects, Consultant warrants that the System Software is capable of implementing the Software Licensed to Organization hereunder.

(iv) The parties agree that although this Agreement may contain estimated prices for the annual maintenance of the System Software, any maintenance of the System Software shall be provided solely by the third party software companies through separate agreements between Organization and such third party software companies. In no event shall Consultant be responsible for such System Software maintenance.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.1 Warranty of Performance

Consultant warrants to Organization that the software, material and services to be provided and/or rendered will be of the kind and quality referred to in the Consultant manuals and other documentation provided. Organization's sole recourse in the event the Software does not conform to the applicable documentation is the repair and replacement of the Software. The Consultant warrants to the Organization that the Software will perform as described if the Software is properly used in accordance with the Consultant's instructions. This warranty is void if the Organization or any other third party changes or modifies the Software. Examples of such changes or modifications include, but are not limited to, data modifications from third party software, the de-compiling and modifying of the source code, and tampering with the base set-up of the system.

6.2 Intellectual Property Rights

The Consultant warrants:

- (a) that it has the full right, authority and power to enter into this Agreement and to grant to the Organization the Licenses and rights conveyed by this Agreement; and
- (b) that the Software is an original work of authorship and does not infringe the intellectual property rights of others.

In the event there is a third party claim alleging that Organization's use of the Software in accordance with this Agreement constitutes an infringement of a United States patent, copyright, or trade secret, Consultant shall, at its expense, defend Organization and pay any final judgment against Organization or settlement agreed to by Consultant on Organization's behalf; provided that Organization promptly notifies Consultant of any such claim or proceeding and shall give Consultant full and complete authority, information, and assistance to defend such claim or proceeding. Consultant shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement. In the event that the Organization's use of the Software is finally held to be infringing or Consultant deems that it may be held to be infringing, Consultant shall, at Consultant's election: (1) procure for the Organization the right to continue use of the Application Software; or (2) modify or replace the Application Software so that it becomes non-infringing.

Consultant shall have no liability hereunder if the Organization has modified the Application Software in any manner without the prior written consent of Consultant.

The foregoing states Consultant's entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade secret, or other property interest rights relating to the Software, or any part thereof, or use thereof.

6.3 Corrections

The Consultant covenants that it will make corrections of program malfunctions that are reported in writing to the Consultant during the Warranty Period and that are necessary for the Software to conform to this Agreement. The Organization agrees to allow the Consultant the opportunity to make repeated efforts within a reasonable time to correct programming errors or malfunctions as warranted in this Agreement. Consultant agrees that program malfunctions that result in an inoperable system resulting in a financial impact to the Organization, or inefficient work-around, will be given its highest priority with the problem corrected as soon as practicably possible using its most experienced and knowledgeable resources. The Consultant will strive to have any and all malfunctions resolved within no more two days.

6.4 No Other Warranties

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, the

Consultant does not represent or warrant and the Organization acknowledges that there are no further representations or warranties:

- (a) that the functions contained in the Software will operate in the combinations that may be selected for use by the Organization or will meet the Organization's requirements and satisfy its intended results; or
- (b) that the operation of the Software will be error free or that:
 - (i) any programming errors will be corrected after the Warranty Period, or
 - (ii) any updates of, or modifications to, the Software will be made available to the Organization after the Warranty Period,

in each case unless there is an effective Support Agreement in place after the Warranty Period in respect of the period of time during which any such programming errors require correction, or any updates of, or modifications to, the Software, are developed by the Consultant and made available to the other licensees of the Software.

ARTICLE VII FEES AND PAYMENTS

7.1 Fees and Payments

- (a) The Organization agrees to pay the Consultant total fees of \$800,928 excluding travel expenses. The fee structure and payment schedule is outlined in the attached Schedule "B".
- (b) During the term of this Agreement, Consultant shall, from time to time, deliver invoices to Organization. Each invoice delivered to Organization by Consultant shall be due and payable upon receipt thereof by Organization.
- (c) The Organization shall reimburse the Consultant for its direct expenses, including, all reasonable travel costs including a travel time rate of \$75.00 per hour, to be capped at five (5) hours per round trip, meal expenses of not more than \$65.00 per diem on weekdays and not more than \$120 per diem on weekend days (no receipts provided) and a mileage charge based on the current Internal Revenue Service recommended rate per mile, long distance telephone calls, and all other reasonable expenses incurred in the performance of the Consultant's duties.
- (d) In addition to all other amounts payable under this Agreement, to the extent escrow fees are charged by the Escrow Agent to the Consultant on a per licensee basis or are otherwise charged in such a manner so as to be reasonably allocable to the Organization, the Organization shall pay such fees charged by the Escrow Agent for performing its obligations under Section 2.6. The Consultant shall use its commercially reasonable efforts to negotiate the best possible fee structure with the Escrow Agent. The Escrow Agent may charge a one-time annual fee or a

fee based on the number of beneficiaries entitled to access the Source. In either case, the Consultant shall be entitled to pass on to the Organization any fees relating to the Escrow Agent reasonably attributable to the Organization, provided that the Organization remains entitled to access the Source pursuant to Section 2.6. Upon receiving any invoice from the Escrow Agent that requires payment by the Organization, the Consultant shall submit the relevant invoice to the Organization, together with background documentation confirming the amount attributable to the Organization. Within 30 days following receipt of such invoice, the Organization shall reimburse the Consultant for the amounts attributable to the Organization, as more particularly set out in the documentation submitted by the Consultant. The Consultant reserves the right to change the Escrow Agent from time to time in order to obtain the most appropriate package of fees and services, as determined by the Consultant, in its sole discretion. In the event that the Escrow Agent is replaced, prompt written notice of such replacement shall be provided to the Organization and the Organization shall execute any documentation reasonably required by the Escrow Agent in order to give effect to the provisions of this Agreement.

- (e) In the event Organization fails to pay all or any portion of an invoice on or before thirty (30) days after the date of the invoice, the invoice payment shall be considered past due.
- (f) In the event Organization fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Consultant has under this Agreement or otherwise, Consultant shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges.
- (g) Consultant shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Consultant may be required to collect or pay upon the sale, use or delivery of the Software, Services or Support and Maintenance described in this Agreement shall be paid by Organization and such sums shall be due and payable to Consultant upon receipt of an invoice therefore. Any personal property taxes levied after delivery of the Software described in this Agreement shall be paid by Organization.

7.2 Change Orders

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of the Consultant applied to a task,

changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

ARTICLE VIII REMEDIES AND LIABILITY

8.1 Remedies and Liability

- (a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Organization and the Consultant recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Consultant arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and the Consultant's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
 - (i) EXCEPT FOR DAMAGES ARISING OUT OF (a) THE CONSULTANT'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (b) THE CONSULTANT'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE CONSULTANT'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO CONSULTANT BY ORGANIZATION UNDER THIS AGREEMENT.
 - (ii) IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY .

- (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

8.2 Intent

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall extend to the Consultant's shareholders, directors, officers, employees and affiliates.

8.3 Remedies

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Consultant arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

**ARTICLE IX
INDEMNITY**

9.1 Indemnity

The Consultant shall indemnify and save harmless the Organization, its successors and assigns together with its officers, directors, employees, agents and those for whom it is in law responsible, from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively "Claims") that they may incur or suffer or be put to by reason of or in connection with or arising directly from any material breach or non-performance by the Consultant of any obligation contained in this Agreement to be observed or performed by the Consultant, or any negligence of the Consultant or its agents or employees which relates to this Agreement, howsoever arising. Consultant shall not be responsible for any Claims resulting, in whole or in part, from the acts or omissions of Organization, its employees, consultants or agents or any third party.

**ARTICLE X
GENERAL**

10.1 Force Majeure

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or

inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

10.2 Confidentiality

- (a) Duty Owed to the Organization -- The Consultant acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, the Consultant agrees:
 - (i) to maintain this information in confidence;
 - (ii) not to use this information other than in the course of this Agreement;
 - (iii) not to disclose or release such information except on a need-to-know only basis;
 - (iv) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of the Consultant; and
 - (v) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with the Consultant, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.
- (b) Duty Owed to the Consultant -- The parties agree that if the Organization shall breach any term of Section 2.5 of this Agreement entitled "Ownership of Software and Confidential Information", then the Consultant shall have the right to terminate this Agreement and the grant of licenses herein forthwith without giving notice as set forth in Section 10.3(b).

10.3 Termination

- (a) If the Consultant should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify the Consultant in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Consultant must either correct the default at no additional cost to the Organization, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the Consultant fails to correct the default, or issue a notice disputing the alleged default, in either case within thirty (30) days following receipt of the Default Notice, the Organization may terminate the part of this

Agreement relating to the provision of Services and in such case will be responsible for payment to the Consultant of only that part of the fee earned by the Consultant for those Services performed up to the time of communication of such notice of termination to the Consultant.

- (b) If the Organization should fail to comply with its obligations under this Agreement, the Consultant must notify the Organization in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Organization must correct the default at no additional cost to the Consultant, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the Organization fails to correct the default, or issue a notice disputing the alleged default, in either case within thirty (30) days following receipt of the Default Notice, the Consultant may terminate the whole of this Agreement including the grant of license to the Software and in such case the Organization will be responsible for payment to the Consultant of only that part of the fee earned by the Consultant for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the Organization.

10.4 Procedure on Termination

If this Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the Organization shall return the Software to the Consultant and shall certify, under the hand of a duly authorized officer of the Organization, that all copies of the Software or any part thereof, in any form, within the possession or control of the Organization have been returned to the Consultant. If this Agreement is terminated following the Completion of Services, then the Organization may retain the copy of the Software in its possession as of the Completion of Services but it shall not be entitled to any additional Licenses, nor will it receive updates of, or modifications to, the Software made by the Consultant. Finally, it will not be entitled to access the Source through exercise of the license granted pursuant to Section 2.6 of this Agreement. Notwithstanding the foregoing, the Organization will remain subject to the obligations imposed upon it pursuant to this Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality.

10.5 Mediation

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the

parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

10.6 Accounts and Records

The Consultant shall:

- (a) keep proper and detailed accounts in accordance with accepted accounting practices of all factors entering into the computation of the amounts payable pursuant to this Agreement; and
- (b) for a period of two years from the date of Completion of Services by the Consultant, preserve all accounts and other documentation relating to the Organization and keep them available for inspection by the Organization or its representative, at any time. The Consultant agrees that this obligation shall survive any termination of this Agreement.

10.7 Addresses for Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Consultant, to:

N. HARRIS COMPUTER CORPORATION

1 Antares Drive, Suite 400

Ottawa, Ontario K2E 8C4

Attention: CEO

Telephone: 613-226-5511, extension 2149

and in the case of the Organization, to:

CORNING NATURAL GAS CORPORATION

330 W. William Street

Corning, New York, 14830

Attention: Jerry Sleve

Vice President - Administration & Corporate Secretary

Telephone: (607) 936-3755 x223

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 10.7.

10.8 Assignment

Neither Party may assign any of its rights or duties under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, except that either Party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

10.9 Reorganizations

The Organization acknowledges that the License fee set out in this Agreement has been established on the basis of the structure of the Organization at the date of this Agreement. To the extent that the Organization amalgamates, consolidates or undergoes any similar form of corporate reorganization or transition (a “Reorganization”), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional Licenses to support the system, the Consultant shall be entitled to receive, and the Organization shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 10.9 shall apply *mutatis mutandis* to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 10.9 shall not apply where the Organization undergoes a Reorganization involving only other organizations that have already purchased a License from the Consultant. For purposes of this Agreement, any corporate changes undergone by the Organization will be characterized as either an assignment, in which case Section 10.8 will apply, or a Re-organization, in which case Section 10.9 will apply, but it is not intended that Sections 10.8 and 10.9 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

10.10 Binding Agreement and Enurement

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.11 Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

10.12 Independent Contractor

Organization engages Consultant under this Agreement solely as an independent contractor to perform Consultant duties which are described in this Agreement. Organization and Consultant expressly acknowledge and agree that Consultant is the independent contractor of

Organization and nothing contained in this Agreement or which otherwise exists shall be construed by Organization, Consultant or any third person or entity to create a relationship of joint venturers, partners, or employer and employee.

10.13 Governing Law

This Agreement shall be governed by the laws of the State in which Organization is located.

10.14 Trial by Jury

Organization and Consultant hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Consultant in connection therewith or contemplated thereby.

10.15 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

10.16 Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

10.17 Counterparts

This Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

10.18 Competitive Bid

Organization has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement (including any addenda hereto); therefore, this Agreement may serve as the basis for similar agreements whereby other entities may contract separately with Consultant. Organization agrees that Consultant may disclose all or any portion of this Agreement to any of its current or prospective customers.

10.19 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall

provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to affect the purposes of this Agreement and carry out its provisions.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first written above.

N. HARRIS COMPUTER CORPORATION

Per: _____
Name: Peter Fanous
Title: Executive Vice President

Per: _____
Name: Brad Atchison
Title: Executive Vice President

CORNING NATURAL GAS CORPORATION

Per: _____
Name: Stanley G. Sleve
Title: Vice President - Administration &
Corporate Secretary

Schedule "A"
Description of Software

Cayenta Financials

- General Ledger
- Budgeting
- Accounts Payable
- Purchasing
- Accounts Receivable
- System and Menu Management

Cayenta Operations Management

- Fixed Assets
- Work Orders
- Job Costing
- Inventory
- Preventive Maintenance
- Asset Management

Third Party Software

- Cognos 8 Report Software Unlimited User License
- Tomcat 1.6
- Uniface 10 License
- Acu4GL 10 User License
- Acucobol 10 User License

Cayenta Required Software

This software is required only for implementation project team and on-going support personnel.

1. Microsoft Office Professional 2003 (or later)
 - a. Microsoft Excel
 - b. Microsoft Word
 - c. Microsoft Access – Consultant uses multiple Microsoft Access databases for various purposes during the implementation project
2. Microsoft Project (for users who need to access project planning documents)
3. Microsoft Visio – Consultant uses Microsoft Visio to model business processes, create data flow diagrams and create other project related flow charts.
4. Internet access
5. FTP software (ex. WS-FTP) - WS_FTP is a line of file transfer protocol client software produced by Ipswitch, Inc. for the Windows operating systems. WS_FTP stands for WinSock File Transfer Protocol. Consultant uses FTP extensively during projects to move files between the local application server and batch server etc.
6. Screen Capture (SnagIt or equivalent)- lets the user capture any part of the screen, from a partial image to the entire contents of a scrolling window. Images can be grabbed off websites and software applications or pictures from scanners and digital cameras. The software also includes an advanced editing tool which lets the user manipulate and enhance screen captures prior to adding them to documents. Consultant uses and encourages project team members to use Snag-it to assist in creating client specific training documentation, document business processes and to document and communicate problems to Consultant development.
7. FolderMatch – FolderMatch makes it quick and easy to compare and synchronize the contents of any two files or folders. FolderMatch offers one-button synchronization of files/folders, and a range of sophisticated tools for the advanced user. Consultant uses FolderMatch to manage multiple application file directories over the course of a project and as a utility to quickly assist in applying patch releases across multiple instances.
8. Text Pad – TextPad is an advanced text editor program. Consultant uses TextPad to test and troubleshoot flat files used in interfaces as well as for editing hexadecimal files etc.
9. PuTTY - PuTTY is a free software SSH, Telnet, rlogin, and raw TCP client. It is open source, licensed under the MIT License. Consultant application consultants use PuTTY to interact with the UNIX batch server for starting/stopping the UNIX batch queue as well as troubleshooting problems where log files on the UNIX server need to be accessed.
10. TOAD – database access tool

CIS Infinity

CIS Infinity is 32 -bit object-oriented software that operates in a Windows 2005/2008 environment. The basic package comprises the following individual modules and sub-modules that perform the basic functions of a billing and customer service operation and includes all related media and other materials:

CIS INFINITY MODULES AND SUB-MODULES	
• Alerts/Actions • Advanced Reports • Billing • Auto Final Bill • Bill Re-print • Bill Journal • Cancel-Re-bill Process • Cycle Billing • Estimating • Exceptions • Final Billing • Pre-Exceptions • Regular Billing • Manual Billing • Flat Rate Billing • Service Add/Remove • Cash Register • Bill Payment • Credit Card Authorization • OCR/Barcode Scanning • Receipt Printing • Sundry Payments • Collections • Arrangements • Assistance Agency • Bankruptcy • Credit Rating • Disconnect/Reconnect • Late Charge/Discount • Notices • Post-Date Inquiry • Write-Offs • 3rd Party Notification • Contact Management • Correspondence Management	• Customer Service Inquiry • Financial Reports • Inventory Management • Backflow Device • Electric Meter • Gas Meter • Instrument Transformer • Key Management • Propane Tank • Solid Waste • Streetlight • Water Heater • Water Meter • Transformer/Loading • Loans • Memberships • Meter Reading • Move In/Move Out • Multiple Receivables • New Services • Payment Processing • Adjustments • Bank File Import • Deposits • Payments • Penalties • Post Dated Checks • Third Party File Import • Period End Routines • Point of Sale • Pre-Authorized Payment • Rate Management • Scheduler • Service Orders • Security

Description of Software

Required Programs for CIS Infinity*

Application Server Operating System:

Windows Server 2005 or 2008 with Microsoft Internet Information Service (IIS)

Database Server:

- a) Windows Server 2005 or higher running Microsoft SQL Server 2005 or 2008 or;
- b) Unix/Linux/AIX (any version) and supported Oracle 9i or Higher

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Workstation Operating System: Windows 2003 or higher

Workstation Software:

- a) Microsoft Explorer 6.0 or higher
- b) Microsoft Word 2003 or higher
- c) Microsoft Excel 2003 or higher

ESRI MapObjects run time – used for GIS integration

Dynamics GP 10 and eConnect 10 (API) – used for the integration with Dynamics, formerly known as Great Plains (if applicable)

.Net Framework 2.0 with MSDTC configured on both the workstation running the Dynamics interface as well as the hosting SQL Server

MS SOAP 3.0 installed on all workstations if an interface exists with a master address database (external address database)

* All software must be running the latest recommended patches from the respective provider of such software.

User Permissions

Each user of CIS Infinity will require the following rights on the CIS Infinity folder on the network (for example:

\\cisappserver\CISInfinity - for Production

\\Cisappserver\CISTest - for Test

- Read
- Write
- Modify

Each user will require the following rights to the C: drive of the local workstation they are working from:

- Read
- Write
- Modify

Schedule “B”

Fee Structure and Payment Schedule

License and Fee Structure – Summary Phase I and II					
Program	No of Units	Type of Unit	Fee Per Unit	Total One Time Fees	First Year Support, Maintenance and Escrow Fees
Cayenta Financials and Operations	10	Concurrent Users	\$2,500	\$25,000	\$22,600
Advanced CIS Infinity – Server Fee	1	Server	\$75,000	\$75,000	\$36,375
Advanced CIS Infinity – User Fee	15	Concurrent Users	\$3,500	\$52,500	Included with CIS Server Fee
Software for Life Discount – CIS Infinity				(\$92,000)	
Third Party Licenses – Required by Cayenta	10	Concurrent Users		\$20,253	\$4,051
Software Escrow Fees					\$1,200
Total License Fees				\$80,753	\$64,226
Implementation Fees – Cayenta Financials & Operations				\$330,175	
Implementation Fees – CIS Infinity	2600	Hours	\$150	\$390,000	
Total License & Implementation Fees				\$800,928	\$64,226
Travel – Cayenta Financials & Operations				\$57,000	
Travel – CIS Infinity				\$75,000	
TOTAL FEES				\$932,928*	\$64,226

*The Total Fees, inclusive of travel costs, will not exceed \$1,200,000 for the services identified in the Scope of Work in Schedule “D”.

Phase I – Cayenta Financials and Operations

License and Fee Structure Licensed Cayenta Programs					
Program	No of Units	Type of Unit	License Fee Per Unit	Total Fees	Support & Maintenance
Cayenta Financials and Operations	10	Users	\$2,500	\$25,000	\$22,600
Total Cayenta License Fees				\$25,000	\$22,600
Licensed Third Party Programs – Supplied By Cayenta					
Program	No of Units	Type of Unit		Total Fees	Support & Maintenance
Uniface	10	Users		\$15,000	\$3,000
Acu4GL	10	Users		\$3,000	\$600
Cognos 8 Report Software	10	Users		\$2,253	\$451
Total				\$20,253	\$4,051

Invoice Milestone Schedule:

A. License Fees:

1. On execution of this Agreement: Third Party license fees\$20,253
2. On execution of this Agreement: Cayenta Products..... \$25,000

B. Implementation Fees: \$330,175

The Contract and Scope of Work are executed as a fixed fee, not to exceed, contract for the services identified in the Scope of Work document in Schedule D. Changes in services will require a Change Order as described in Article 7.2 of this Agreement. Implementation Fees are invoiced based on the Milestones outlined in the payment schedule and in the Statement of Work. For further details on the associated fees please refer to the project schedule as outlined and discussed in Schedule “D”

C. Annual Support and Maintenance Fee: \$26,651

Terms of Support and Maintenance Fees:

1. Annual maintenance related to Consultant Programs will be invoiced at installation.
2. Third party maintenance fees are charged at the full rate in year 1 of the contract invoiced via Consultant.

D. Annual Escrow Fees (Invoiced 90 Days from Signing) \$1,200

E. Travel and living expenses are billed as incurred. Travel related fees are estimated at \$57,000. Should Organization request additional travel or expenses exceed estimate, Consultant will provide Organization with a Change Order as defined in Section 7.2.

Phase II - CIS Infinity

License and Fee Structure CIS Infinity					
Program	No of Units	Type of Unit	License Fee Per Unit	Total Fees	Support & Maintenance
CIS Infinity – Server License	1	Server	\$75,000	\$75,000	\$36,375
CIS Infinity – User License	15	Concurrent User	\$3,500	\$52,500	Included with above
Software for Life Discount				(\$92,000)	
Total CIS Infinity License Fees				\$35,500	\$36,375

Invoice Milestone Schedule:

A. License Fees:

1. On installation of CIS Infinity: \$35,500

B. Implementation Fees: \$390,000

The Contract and Scope of Work are executed as a fixed fee, not to exceed contract for the services identified in the Scope of Work document in Schedule D. Changes in services will require a Change Order as described in Article 7.2 of this Agreement. Implementation Fees are invoiced based on the Milestones outlined in the payment schedule and in the Statement of Work.

C. Annual Support and Maintenance Fee: \$36,375

Terms of Support and Maintenance Fees:

1. Annual maintenance related to Consultant Programs will be invoiced at installation.

D. Travel and living expenses are billed as incurred. Travel and living fees are estimated at \$75,000. Should Organization request additional travel or expenses exceed estimate, Consultant will provide Organization with a Change Order as defined in Section 7.2.

Schedule “C”

Support and Maintenance Agreement

This support and maintenance agreement (the “Support and Maintenance Agreement”) between Consultant and Organization becomes effective the date the Software is installed. This date becomes the anniversary date of the agreement and the first payment, as described in Paragraph 3, is due immediately for the first year.

Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License, Implementation and Support and Maintenance Agreement.

1. Subject to the terms and conditions of this Support and Maintenance Agreement, Consultant shall provide support and maintenance services which include revisions, updates and enhancements to the Software and related materials under the Agreement.
2. Subject to the terms and conditions of this Support and Maintenance Agreement, Consultant shall provide software support via telephone and electronic mail, and site visits when necessary consistent with the hours of operation, all as described in Exhibit 1 hereto and in effect as of the date hereof, as such services may, at the discretion of Consultant, be modified or supplemented from time to time (provided that any changes generally apply to all licensees of Consultant). To enable Consultant to provide effective support, the Organization will establish remote access based on remote access procedures compatible with Organization’s practices.
3. In consideration for the support services specified in Section 2, Organization shall pay the Annual Support and Maintenance Fee of \$36,375 for CIS Infinity and \$26,651 for Cayenta Financials and Operations software, and shall not increase annually by more than five (5) percent for the first five years of the agreement. The Annual Support and Maintenance Fee will be billed annually in advance beginning on the anniversary of the Support and Maintenance Agreement or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, in the initial year, that the Consultant issue a prorated invoice for the portion of the year remaining in said initial year. Consultant may change the Annual Support and Maintenance Fee from time to time. In addition to the Annual Support and Maintenance Fee, Organization shall reimburse Consultant for its direct expenses in providing support services pursuant to this Agreement, including, but not limited to:
 - (a) all reasonable travel costs, including meal expenses of not more than \$65.00 per diem, and a \$120 per diem for weekend days (no receipts provided) and a mileage charge consistent with the Internal Revenue Service published guidelines and all other reasonable direct expenses incurred in the performance of Consultant’s duties hereunder.

Consultant may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of this Support and Maintenance Agreement, provided that such updated reimbursement policies must generally apply to all clients of

Consultant.

4. All support services provided by Consultant to Organization other than those specified in Section 2 (such as, but not limited to, on-site support), shall be provided to Organization by Consultant at Consultant's then prevailing prices, hourly rates, policies and terms. For certainty, any updates of, or enhancements to, the Software will be made available to Organization free of charge (with respect to the actual updates or enhancements), but all services provided by Consultant with respect to such updates or enhancements will be subject to the Consultant's then-prevailing prices, hourly rates, policies and terms, meaning that such then-prevailing prices will apply to matters such as set-up and training relating to such updates or enhancements.
5. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges.
6. The initial term of this Agreement shall be for one year beginning on the date determined in the opening paragraph of this Schedule "C". The Agreement shall continue thereafter on an annual basis provided that Organization shall pay the then prevailing Annual Support and Maintenance Fee, unless terminated by either party upon giving to the other not less than 90 days notice in writing prior to the end of the first year or any subsequent anniversary of such date. If the Support and Maintenance Agreement is terminated by Organization, it shall be entitled to retain the Software licensed to it as at the date of such termination, but it will relinquish its rights to receive upgrades of, or enhancements to, the Software, services for the Software, or access to the Source in escrow upon the occurrence of any event specified in Section 2.6(b) of the Agreement. For certainty, and without mitigating the application of the Agreement during the term of this Support and Maintenance Agreement, the terms and conditions of the Agreement relating to the license of the Software and the Documentation and the rights and obligations of the parties with respect thereto will continue to apply to Organization following the termination of this Agreement.
7. Title to and ownership of all proprietary rights in the Software and all related proprietary information shall at all times remain with Consultant, and Organization shall acquire no proprietary rights by virtue hereof.
8. Unless terminated pursuant to Paragraph 6 hereof, this Support and Maintenance Agreement shall remain in full force and effect except as terminated as follows:
 - (a) if either party neglects or fails to perform, observe or cure within ninety (90) days of written notice of such failure to perform any of its existing or future obligations.
 - (b) If Organization attempts to assign this Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the Agreement.
9. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the Agreement.
10. Either party's lack of enforcement of any provision in this Support and Maintenance

Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.

11. A valid contract binding the parties hereto shall come into being only upon execution of this Support and Maintenance Agreement by a duly authorized agent, officer or representative of both parties.
12. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Consultant and Organization. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
13. The parties hereto agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders submitted by Organization.
14. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor Consultant shall divulge any of its provisions as set forth herein to any third party except as may be required by law.
15.
 - (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
 - (b) The Organization and the Consultant recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Consultant arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and the Consultant's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.
 - (i) FOR BREACH OR DEFAULT BY THE CONSULTANT OR OTHERWISE IN CONNECTION WITH THIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING A BREACH OR DEFAULT ENTITLING THE ORGANIZATION TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT AND WHETHER IN THE NATURE OF A BREACH OF CONDITION OR A FUNDAMENTAL BREACH, THE ORGANIZATION'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, SHALL BE PAYMENT BY THE CONSULTANT OF THE ORGANIZATION'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND THE CONSULTANT SHALL IN NO EVENT BE LIABLE IN EXCESS OF, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO THE CONSULTANT UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM OF THE

SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

- (ii) IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL THE CONSULTANT BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF THE CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CONSULTANT SHALL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE ORGANIZATION BY ANY OTHER PARTY.
 - (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE ORGANIZATION IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.
- 16. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.
- 17. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Consultant arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.
- 18. This Support and Maintenance Agreement shall be governed by the laws of the State in which the Organization is located.
- 19. This Support and Maintenance Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the Agreement.
- 20. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.
- 21. Time shall be of the essence of this Support and Maintenance Agreement.
- 22. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other

provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

23. The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Support and Maintenance Agreement and carry out its provisions.
24. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

N. HARRIS COMPUTER CORPORATION

Per: _____
Name: Peter Fanous
Title: Executive Vice President

Per: _____
Name: Brad Atchison
Title: Executive Vice President

CORNING NATURAL GAS CORPORATION

Per: _____
Name: Stanley G. Sleva
Title: Vice President - Administration &
Corporate Secretary

EXHIBIT 1

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 1 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Consultant reserves the right to make modifications to this document as required; provided, however, Consultant shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
 - Guaranteed Support on your existing applications for life
 - Cost effective upgrade solutions
- Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification
- Free eSupport access 24 x 7 with the following on-line benefits:
 - Log and close calls
 - View and update calls
 - Update contact information
 - Access published documentation
 - Access available downloads
 - Access Support knowledge base
 - Participate in Discussion Forums
 - Report on metrics
- Standard software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements
 - State and/or Federal mandated changes (charges may exist depending on scope)
 - Participation in beta program
 - Release notes
- Limited training questions (15 minute guideline)
- Customer Care Program
 - Quarterly News Letter with support tips
 - Technical support bulletins
 - Communication on new products and services
 - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Outstanding calls report with conference call (as required)
- Ability to attend the annual customer conference (attendance fees apply)

Help Desk Hours

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. Support is available from 8:00 p.m. EST through to 8:00 a.m. EST and is billable on an hourly basis. Support hours may vary by specific product line. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 and 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Hand-held interface issues preventing billing

Priority 2 - Medium

- System errors that have workarounds
- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds for large majority of accounts
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- Your call must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a call ID to track your issue and your call will be logged into our support tracking database.
- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with your call will be tracked against your call in our support database. At any time, if available to you, you may log onto our website to see the status of your call.
- Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate ID number to track the progress of the issue. At this time, your support call will be closed and replaced by the development ID number. The development ID number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.
- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

- Level 1:** Contact the support representative working on your issue
- Level 2:** Contact the support supervisor or group lead
- Level 3:** Contact the Director of Support
- Level 4:** Contact the Vice President of Operations
- Level 5:** Contact the General Manager

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day	Closed
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Thanksgiving	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
New Year's Eve	Early Closure

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup and changes to hand-held interface or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc)
- File imports/exports - interfaces to other applications
- Refreshes, backups, restores, setting up test areas
- Setup of new printers, printer setup changes
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Extended Hardware and Operating System support
- Upgrades and support of third party software
- Installations / re-installations (workstations, servers)

Test Databases and Environments

We support customers in the maintenance of independent Test Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases and Environments is a billable service; quotations and incremental maintenance rates will be provided on request.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the client's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers).

Third Party Support

The purpose of this section is to provide our customers with information on our standard coverage and the services which are included as part of your annual third party software support. This section serves as a guideline for the support department but is superseded by an existing third party or other agreement.

Third Party Software Support Services

- 800 telephone support – first line phone support for troubleshooting (note more complex issues will be escalated to the actual vendor of the products)
- “on call” after hours support (scheduled assistance for installations, upgrades and other special projects – there may be charges depending on the Statement of Work)
- remote connection support
- technical troubleshooting
- limited training questions (15 minute guideline)
- assistance with creation of backup scripts / backup recovery
- assistance with recovering data resulting from system crashes (charges may apply)
- recommendations on specific hardware requirements
- support provided for installed database issues (30 minute guideline)
- ODBC installation and connection to database assistance
- updating databases to support new versions of installed applications
- assistance with database installation, configuration and updating

The services listed below are services that are out of scope and are therefore considered billable – please note that we do not provide hardware support for any printers:

- on-site installation or upgrade of hardware and third party software
- extended telephone training (beyond 15 minutes)
- reconfiguration of hardware and file servers
- recovering data resulting from client error
- upgrading of hardware systems
- preventative maintenance monitoring or other services

- recommending or assisting with disaster recovery plans
- re-establishment of ODBC connection if connection was lost due to actions of customer
- ODBC connections to other third party products
- creation of custom reports
- report writer training, upgrades and installations (other than at time of initial purchase)

Schedule “D”

Scope of Work

Schedule “E”

CIS Infinity, Cayenta Financials and Cayenta Operations definition and costs

Server License is defined as one (1) server hosting CIS Infinity’s server application and/or database. The Server License allows unlimited individual CIS Infinity databases provided each is installed on the same server.

Concurrent User is defined as anyone authorized by the Organization who is logged onto the Software, regardless of the type of interface (i.e., graphical user interface or browser user interface).

Concurrent User License is defined as one (1) Concurrent User logged into the Software. A Concurrent User License permits the Organization to use the Software on the Designated Computer System, provided that the number of users who may be simultaneously using the Software is limited to the number of Concurrent Users specified for such Software on Schedule “B” (Fee Structure and Payment Schedule).

Notwithstanding anything to the contrary, no additional license or fees shall be required for installation and/or use of the Software for the purposes of disaster recovery.

The below price listing is provided for reference purposes only and is subject to change at any time upon notification from Consultant.

CIS Infinity

One (1) CIS Infinity Concurrent User license costs \$3,500.00

CIS Infinity Server License fee tiers:

Tier 1: Server License fee to accommodate 1 to 5 users, inclusive is \$50,000.

Tier 2: Server License fee to accommodate 6 to 10 users, inclusive is \$50,000

Tier 3: Server License fee to accommodate 11 to 15 users, inclusive is \$75,000

Tier 4: Server License fee to accommodate 16 to 20 users, inclusive is \$75,000

Tier 5: Server License fee to accommodate 21 to 25 users, inclusive is \$100,000

Tier 6: Server License fee to accommodate 26 to 30 users, inclusive is \$100,000

Tier 7: Server License fee to accommodate 31 to 35 users, inclusive is \$125,000

Tier 8: Server License fee to accommodate 36 to 40 users, inclusive is \$145,000

Tier 9: Server License fee to accommodate 41 to 45 users, inclusive is \$150,000

Tier 10: Server License fee to accommodate 46 to 50 users, inclusive is \$150,000

Additional server license fee tiers are available for a higher number of users upon request.

Server license fees are cumulative. Server license fees paid previously by the Organization are deducted from the new server license fee if Organization increases the number of users and goes to a new server license fee tier, as described above.

The annual maintenance fee for CIS Infinity is 25% of the total license fees (CIS Infinity Server License fee plus total CIS Infinity Concurrent User License fees) due for CIS Infinity and is subject to the terms described in the Support and Maintenance Agreement.

Cayenta Financials and Operations Management

One (1) Cayenta Financials and Operations Management Concurrent User license costs \$5,000.00, inclusive of third party software license fees.

The annual maintenance fee for Cayenta Financials and Operations is 25% of the total license fees due for Cayenta Finance and Operations and is subject to the terms described in the Support and Maintenance Agreement.

Schedule “F”

Hardware – Not applicable

Schedule “G”

System Software – Not Applicable