

SOFTWARE AND SERVICES CONTRACT

Synergy Software Technologies Inc. 159 Pearl Street Essex Junction, Vermont 05452

1. **Parties.** The parties to this Contract are *Synergy Software Technologies Inc.* (hereafter, CONTRACTOR), whose address is 159 Pearl Street, Essex Junction, Vermont 05452, and, *Wisconsin Bureau of Aging & Long Term Care Resources, Division of Supportive Living, Department of Health and Family Services, PO Box 7851, 1 W. Wilson Street, Suite 450, Madison, WI 53707.* (hereinafter, CUSTOMER)

2. **Purpose of Contract.** The purpose of this contract is to license and implement software products developed by CONTRACTOR, and to procure related services.

3. **Term of Contract and Required Approvals.** This Contract is effective as of 6/4/01. The term of the Contract is from the date of contract execution through 8/31/02. All services shall be completed during this term.

4. **Payment.** The CUSTOMER agrees to pay the CONTRACTOR for the services described in the challenge grant proposal including breakdowns of Scope of Service and Time Schedule for Completion of Tasks, which is incorporated herein by reference. Payment for services under this Contract will be made on a reimbursement basis within 30 days of receipt of an itemized invoice from the CONTRACTOR approved by the CUSTOMER.

5. **Responsibilities of CONTRACTOR.** The services to be provided by the CONTRACTOR are described in Attachment A – *Other Provisions and Agreements*, including breakdowns of Scope of Service and any other required special provisions and agreements, which is attached and made a part of this Contract by reference.

6. **Responsibilities of CUSTOMER.**

- A. At the request of the CONTRACTOR, the CUSTOMER will provide technical assistance, direction and cooperation to assist CONTRACTOR in satisfactorily performing or delivering the software and services for which CONTRACTOR has been retained.
- B. The CUSTOMER shall compensate CONTRACTOR in accordance with item 4.
- C. The CUSTOMER shall comply with all the terms of this agreement.

7. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

B. **Americans with Disabilities Act.** The CONTRACTOR shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.

C. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Vermont. The Courts of the State of Vermont shall have jurisdiction over this Contract.

D. **Assignment.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party.

E. **Compliance with Laws.** The CONTRACTOR shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

F. **Entirety of Contract.** This Contract, including Attachment A -- *Other Provisions and Agreements and the Non-Disclosure Agreement*, and any related software license agreements for products being licensed as a part of this contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

G. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits the delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the non-performing party.

H. **Indemnification/Hold Harmless.** The Parties shall each release, defend, indemnify, and hold harmless each other, and their respective officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of the performance of and/or compliance with the terms of this Contract, provided a party need not be bound by this clause if such cause of action, claim or demand arises out of the negligence of the other.

SEND INVOICE IN TRIPLICATE TO STATE OF WISCONSIN PURCHASE ORDER

Department of Health & Family Services
 DMT/Bureau of Fiscal Services
 ATTN: Beverly Dahl Rm. 750 (608) 266-0375
 1 West Wilson Street, PO Box 7850
 Madison WI 53707-7850

ENTER CODE
 1-Regul
 2-Change Previous
 3-Cancel Previous
 4-Interagency
 5-Blanket - Non Contract
 8-Blanket Contract

PURCHASE ORDER NUMBER
 FHA 35204
 SHOW THIS NUMBER ON ALL SHIPMENTS
 CORRESPONDENCE AND INVOICES
 DATE: 05/14/2001

For Agency Use						Requisition No.
01 A1ea	834	42200	8200261700	\$20,000.00	A1ea	\$0.00 \$20,000.00
A1ea				\$0.00	A1ea	\$0.00 \$0.00

Vendor	Federal Employer Identification No. / Social Security No.	SHIP TO:
0303455108	030345501	Department of Health & Family Services DMT/Bureau of Information Systems ATTN: Jerry Earls Rm. B244 1 West Wilson Street P.O. 7850 Madison, WI 53707-7850
SYNERGY SOFTWARE, INC. ATTN: JOHN BYER 159 PEARL STREET ESSEX JUNCTION VT 05452		

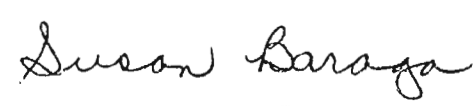
FOB	Terms	Delivery	Reference	Bid No.	State Procurement Bulletin No.	
DESTINATION	Net 30			WAIVED		
Item	Quantity	Unit	Item Description	Commodity Code	Unit Price	Total
	1	ea	SAMS 2000 Software License, Maintenance and Technical Support	39-720	\$20,000.00	\$20,000.00
					TOTAL	\$20,000.00

AGENCY CONTACT - Name and phone no.
 SUSAN BARAGA (608) 266-0609
 SALES TAX EXEMPT NO. 40678

PLEASE NOTE
 Delivery between 8 A.M. and 3 P.M.
 No Saturday, Sunday or Holiday deliveries.
 Acknowledge this order promptly.
 Accompany each delivery with a shipping ticket or memo showing Purchase Order Number and material furnished.
 If any item(s) on this order is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one copy of a Material Safety Data Sheet for each item with the shipped container and one copy with the invoice.
 VENDOR-See Other Side for Standard Terms and Conditions of Purchase.

TAX EXEMPTIONS
 The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise or occupation tax as described on the back of this form.

Federal Exemption No. 39-73-1021-K is on file with the Internal Revenue Service, Milwaukee.

ORDER APPROVED - Signature and Title

 Purchasing Agent