



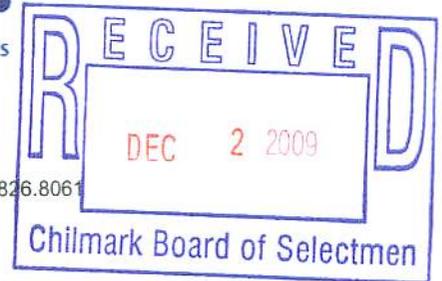
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100 Schoosett St, Bldg 2-A
Pembroke, Massachusetts 02359

Telephone: 781 826.3400 or 800.796.4984, Facsimile: 781 826.8061

Web: <http://www.WTISystems.com>



November 20, 2009

Tim Carroll
Executive Secretary
Town of Chilmark
PO Box 119
Chilmark, MA 02535

Dear Tim:

Please find the attached Client Care Agreement renewal including a list of your estimated maintenance charges for the coming year, beginning July 1, 2010.

Please also note that WTI Systems is well on our way to developing our new generation of application software. Our first release will include a full Treasurer's Cash Management system. We will continue to keep you informed on our progress.

WTI Systems has a full range of managed service products providing 24/7 support of your servers and infrastructure devices. These services are fully integrated with your attached Application Client Care Agreement and can be used to augment your current hardware infrastructure services. Please contact us if you wish to discuss this add-on service.

Please read over the contract, sign it and return to our Pembroke address.

WTI Systems
100 Schoosett Street, Bldg 2A
Pembroke, MA 02359

If you have any questions, I can always be reached at robr@wtisystems.com.

Thank you for your continued support of WTI Systems.

Sincerely,



Robert M. Raymond
Vice President – General Manager

RMR/mjs

ANNUAL CLIENT CARE AGREEMENT

WTI Systems, Ltd.

WTI Systems, Ltd., a Delaware Corporation, located at 1741 S Big Bend, St. Louis, MO 63117 (hereinafter referred to as "WTI") by signature agrees to grant. AND

**Town of Chilmark
PO Box 119
Chilmark, MA 02535**

(Hereinafter referred to as the "Client") agrees to accept the following terms and conditions of this nontransferable and non-exclusive service agreement for the currently licensed  Application software products installed and maintained by WTI Systems.

This Client Care Agreement is provided to your municipality under the following terms and pricing structure:

-  Application Software maintenance to the existing version level of currently licensed products.
- Furnish 800-number telephone support relative to the currently licensed  Application from the hours of 8:00am to 5:00pm Eastern Standard Time excluding published WTI Systems holidays.
- Product enhancements provided, as they become available to the existing version level of the currently licensed  Application products.
-  Application Software program operation and documentation materials will be made available to the Client for all of the software products that are currently licensed.
- Programming fixes and enhancements as made available by WTI Systems through specific version updates.

Specifically excluded from this Agreement are the following:

- Certain enhancements or modifications to the software programs at the request of the user; such work would be considered a chargeable service.
- Support to new or existing software products that are not currently licensed or implemented in a production environment by the client.
- New hardware configuration.
- Modification of existing  Application server due to network changes.
- Maintenance of existing  Application server.
- New operating systems versions.
- New database or database management system versions.
- Correction of problems associated with operator error or negligence.
- Correction of problems caused by tapes, diskettes, or data generated by other systems not covered by this Agreement.
- Conversion costs for changes to database structure or code, if needed.

- Training by phone for new employees.

Effective Date

This Agreement is effective as of **July 1, 2010**, and will remain in effect until **June 30, 2011**.

Software Maintenance to the Software Products

All maintenance and update releases that are made available to the current software products for the existing version level in use will be applied as part of this Agreement. These updates will be applied by the user unless contracted by WTI Systems to perform the update.

On-site Services

If on-site assistance is required, we will perform these services on an as-needed basis and the cost of these services will be invoiced to the Client at our current standard hourly rate. The invoice will reflect only time spent on the engagement and will include reimbursement for any mileage and out-of-pocket expenses that we incur as a result of the engagement. A travel charge or a portion of the travel time required may apply, however, these expenses and any significant expenses will have the prior approval of the Client.

Charges

Receivables Collection	\$14,240
Real Estate Billing	incl
Real Estate Appraisal	incl
Personal Property Billing	incl
Motor Vehicle Excise Billing	incl
Boat Excise Billing	incl
Report Generator	\$2407
Tax Title Administration	\$3520
Synergex Annual License Maintenance	\$ 366

General

WTI Systems, Ltd. is not responsible for the failure to fulfill the obligations under this Agreement due to causes beyond its control.

This Agreement is not assignable; none of the licenses referred to herein nor any of the software products or copies thereof may be sublicensed, assigned, or transferred by the Client without the prior written consent of the manufacturer and notification given to WTI Systems, Ltd. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this Agreement is void.

This Agreement will be governed, construed and interpreted according to the laws of the State of Massachusetts.

THE CLIENT ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND FURTHER, AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. NO AMENDMENT, MODIFICATIONS, OR WAIVER OF ANY PROVISIONS SHALL BE BINDING ON THE PARTIES UNLESS AGREED TO IN WRITING.

ACCEPTED:

Town of Chilmark

WTI Systems, Ltd.

BY:

BY:

A handwritten signature in cursive script, appearing to read "Robert M. Raymond", written over a horizontal line.

Robert M. Raymond
VP General Manager

Date: _____

Date: April 8, 2009