

AGREEMENT

This AGREEMENT (the "Agreement") is entered as of May 7th, 2012 (the "Effective Date") by and between Myles Angell, an individual having an address at 57 Gildersleeve Ave, Collinsville, CT 06019 (the "Donor"), and The Town of Canton, a municipal corporation having a business address of 4 Market Street, Collinsville, Connecticut 06022 (the "Donee").

RECITALS

WHEREAS, Donor, a local volunteer, has developed a certain computer software program (the "Software") which has the capability of tracking calls and personnel time of local emergency medical services providers; including the Town of Canton Volunteer Fire and Emergency Medical Services Department (the "Department");

WHEREAS, Donor wishes to transfer to Donee, at no charge, the Software; and

WHEREAS, Donee wishes to accept the Software under the following terms and conditions.

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Donor and Donee agree as follows:

1. **Conditions of Transfer.** Donor hereby transfers ownership of the Software to Donee subject to the following conditions:
 - 1.1 Donor will donate the Software to Donee and Donee will accept the Software from the Donor.
 - 1.2 Donee will use the Software for purposes of tracking calls and personnel time of local emergency medical service providers, including those in the Department.
 - 1.3 Donee will use the Software in accordance with the terms of this Agreement, and Donee will not, either directly or indirectly, decompile, reverse engineer, or analyze the physical construction of Software for any purpose.
 - 1.4 The description of the Software is for the sole purpose of identifying the Software and does not constitute a representation or warranty in any respect whatsoever.
 - 1.5 Donor agrees acknowledges and agrees that, as between the Donor and Donee and subject to the further rights retained by Donor under Section 1.13 below, Donee is, and at all times shall remain, the sole and exclusive owner of all rights, title and interest (including all intellectual property and other proprietary rights) in and to all the Software, and any copies of the Software, provided by Donor to Donee.
 - 1.6 Donee maintains all right, title and ownership of the Software, including all data stored on the Software created or maintained by the Donee or its affiliates, employees, agents, or representatives, including the Department.

- 1.7 Donor shall maintain sole control and discretion over the prosecution and maintenance with respect to all rights, including all intellectual property rights in and to the Software.
- 1.8 The Software and related intellectual property shall not be resold or transferred by Donee to any third-party without Donor's prior written approval. For purposes of this subparagraph, the term third party does not include the Department and/or the Town's affiliates, representatives, agents and/or employees.
- 1.9 Donee assumes any and all risk associated with the Software, including any duty to insure the Software against any loss or damage whatsoever, as of the Effective Date.
- 1.10 The parties acknowledge that no goods or services or other form of consideration were provided to Donor in exchange for this Software donation.
- 1.11 Donee shall maintain the Software on its own server or any third party website and shall be solely responsible for usage and content of Software.
- 1.12 Donee shall cooperate with Donor to allow the Software to be used as a demonstration or pilot project.
- 1.13 Donee agrees and acknowledges that the Donor may develop, copy and refine the Software and sell it or otherwise provide it to third parties and that such use, sale and distribution does not conflict with Donee's rights hereunder.
- 1.14 The parties acknowledge and agree that this Agreement sets forth the terms and conditions for Donor giving to Donee the Software. This transaction does not constitute a sale of property.

2. Warranty. THE SOFTWARE FURNISHED UNDER THIS AGREEMENT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Support. Donor has no obligation or responsibility to provide support or training for the Software.

4. Indemnification. Donor will defend, indemnify, and hold harmless Donee on account of any and all claims of infringement or misappropriation of patents, copyrights, or other intellectual property rights in connection with the Software.

5. General.

5.1 **Choice of Law.** This Agreement shall be interpreted and construed in accordance

with the laws of Connecticut, without regard to its conflict of law principles, and the state and federal courts of Connecticut shall have exclusive jurisdiction and venue over any dispute hereunder.

5.2 Notices. Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by a reputable overnight mail service (e.g., Federal Express), or by first class mail (certified or registered), or by facsimile confirmed by first class mail (registered or certified), to the other party. Notices will be deemed effective: (i) three (3) business days after deposit, postage prepaid, if mailed; (ii) the next day if sent by overnight mail, or (iii) the same day if sent by facsimile and confirmed as set forth above. A copy of any notice shall be sent to the contacts and address as follows:

If to Donor: Myles Angell
57 Gildersleeve Ave
Collinsville, CT 06019

If to Donee: First Selectman, Town of Canton
4 Market Street
Collinsville, Connecticut 06022

5.3 No Waiver. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of this or any other right under this Agreement.

5.4 Assignment. This Agreement shall not be assigned or otherwise transferred by Donee without the prior written consent of Donor. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties.

5.5 Severability. In the event that any of the terms of this Agreement become or are declared to be illegal by any court of competent jurisdiction, such term(s) shall be null and void and shall be deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.

5.6 No Agency. This agreement is not intended to create a partnership, franchise, joint venture, agency or a fiduciary or employment relationship. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

5.7 Entire Agreement. This Agreement is the entire agreement between the parties hereto concerning the subject matter hereof and replaces any prior oral or written communications between the parties. This Agreement may only be modified by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Agreement to be duly executed as of the date first written above.

AGREED AND ACCEPTED:

MYLES ANGELL

By:  _____

Name: Myles Angell

TOWN OF CANTON

By:  _____

Name: Robert H. Skinner

Title: Chief Administrative Officer