

Modem Wavs, Inc.

405 Waterford Road • Waterford, Maine 04088
(207) 583-6308 • Fax (207) 583-2100 • Email: info@modemwavs.com

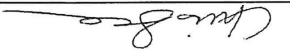
RETAINER AGREEMENT

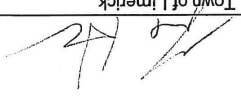
This Agreement is made effective as of April 17, 2024, by and between Modem Wavs, Inc. of 405B Waterford Road, Waterford, Maine 04088 and Town of Limerick, 55 Washington Street, Limerick, Maine.

In this Agreement, the party who is contracting to receive services shall be referred to as "Town of Limerick", and the party who will be providing the services shall be referred to as "Modem Wavs, Inc.". Modem Wavs, Inc. has a background in Computers, Networking, and Software related services and is willing to provide services to Town of Limerick based on this Background. Town of Limerick desires to have services provided by Modem Wavs, Inc.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES:** Beginning on April 17, 2024 Modem Wavs, Inc. will provide the following services, (collectively the "Services"): Forty (40) hours of service or see Section 19 for Amendments to this agreement. The following is a complete list of services that Town of Limerick can ask Modem Wavs, Inc. to perform: Network Installation and configuration, Network Maintenance, Computer diagnosis and troubleshooting, Computer repairs, individual part replacements, general maintenance of computer systems, Software Installation and setup, and Software maintenance to the point of launch.
- 2. PERFORMANCE OF SERVICES:** The manner in which the Services are to be performed and the specific hours to be worked by Modem Wavs, Inc. shall be determined by Modem Wavs, Inc. Town of Limerick Must contact Modem Wavs, Inc. to arrange for the scheduling of appointments so as to enable Modem Wavs, Inc. to reasonably fulfill their obligations under this Agreement. Town of Limerick will forfeit the remaining hours if they are not used within the contracted term.
- 3. PAYMENT:** Town of Limerick will pay a fee to Modem Wavs, Inc. of \$3,000.00 for the Services. Unless otherwise agreed upon and amended in Section 19 of this agreement. This fee shall be payable in full at the signing of this contract.
- 4. SUPPORT SERVICES:** Town of Limerick will not provide support services, including office space and secretarial services, for the benefit of Modem Wavs, Inc.
- 5. OUTSIDE CONTRACTORS\CONSULTANTS:** Town of Limerick Recognizes that computer Consulting involves a wide range of skills and degrees of expertise and that there may be times that an Outside consultant\contractor will need to be called in to fix a computer related problem when the scope or severity exceed the time or abilities of Modem Wavs, Inc. staff. Modem Wavs, Inc. is not responsible for the added cost of work done by any outside consultant\contractor.
- 6. TERM\TERMINATION:** This Agreement shall be effective for a period of twelve (12) months, terms set forth in Section 19 Amendments, or when the forty (40) hours have been used, whichever comes first. This agreement:
 shall not automatically renew for successive terms of the same duration.
 shall automatically renew for successive terms of the same duration, unless either party submits in writing within this contract period a letter of termination.
- 7. RELATIONSHIP OF PARTIES:** It is understood by the parties that Modem Wavs, Inc. is an independent contractor with respect to Town of Limerick and not an employee of Town of Limerick Town of Limerick will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Modem Wavs, Inc.
- 8. EMPLOYEES:** Modem Wavs, Inc.'s employees, if any, who perform services for Town of Limerick under this Agreement shall also be bound by the provisions of this Agreement.
- 9. INDEMNIFICATION:** Town of Limerick agrees to indemnify and hold Modem Wavs, Inc. harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Town of Limerick that result from the acts or commissions of Modem Wavs, Inc., Modem Wavs, Inc. employees, if any, and Modem Wavs, Inc.' s agents with regard to computer related services.

By:  Title: President Date: 02/07/2022
 Modern Wavs, Inc.

By:  Title: Selma Bourgeois Date: 4/22/24
 Town of Limerick

Section 19.
By signing below both parties are bound by this Agreement, including any Amendments made in

19. Amendments: Waive #18 – Mileage will not be charged.

18. Mileage: Will be billed after 20 miles from the office of Modern Wavs, Inc. The amount billed will be billed at .32 cents per mile this will include going to site and if we have to pick up parts for site.

17. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Maine.

16. WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. SEVERABILITY: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. AMENDMENT: This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

13. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

12. NOTICES: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as shown above. Either party may change such address from time to time providing written notice to the other in the manner set forth above.

11. CONFIDENTIALITY AFTER TERMINATION: The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

10. CONFIDENTIALITY: Modern Wavs, Inc. recognizes that Town of Limerick has and will have the following information: products, prices, costs, discounts, future plans, business affairs, trade secrets, technical information, customer lists and other proprietary information (collectively, "information") which are valuable, special and unique assets of Town of Limerick. Modern Wavs, Inc. agrees that Modern Wavs, Inc. will not at any time or in any manner, either directly or indirectly, use any information for Modern Wavs, Inc.'s own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior written consent of Town of Limerick.

Modern Wavs, Inc. will protect the information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.