

County of Berks
Records Improvement Committee
Thursday, April 16, 2026
Agenda

- 1) Call to order by the Chairman, Mitchell Darcourt, County Treasurer.
- 2) Approval of the minutes of November 20, 2025, Records Improvement Committee meeting.
- 3) Review of financial statements prepared by Kevin Rentz, Budget & Finance Department, Sr. Financial Analyst.
- 4) New Business
 1. Matthew Stitzel, Coroner, is seeking approval for a total amount of \$52,808.00 to be allocated over a three-year period. This funding will be payable to Quincy Technology Solutions, Inc. for the acquisition of Forensic Information Management Software. For further details, please refer to the attached documents.
- 5) Adjournment

COUNTY OF BERKS
RECORDS IMPROVEMENT COMMITTEE
THURSDAY, NOVEMBER 20, 2025

The Berks County Records Improvement Committee meeting was called to order at 9:01 AM by Committee Chair, Mitchell Darcourt. Attending the meeting in person were the following members: Commissioner Christian Leinbach, Commissioner Michael Rivera, Commissioner Dante Santoni, Jr., Treasurer Mitchell Darcourt, Sheriff Mandy Miller, Clerk of Courts Beth A. Jones, and Register of Wills Suzanne Myers. Also attending the meeting in person: Kevin Rentz, Sr., Financial Analyst; Melissa Lewis, IS Implementation Specialist; Kevin Barnhardt, COO; Jessica Blausner, Executive Assistant to COO Kevin Barnhardt; Larry Medaglia, Deputy COO; Veronica Lepore, Executive Assistant to Commissioner Christian Leinbach; Barbara Lopez, Executive Assistant to Commissioner Michael Rivera; Lynne Burns, Executive Assistant to Commissioner Dante Santoni, Jr.; Evelyn Burkert, Office Manager – Clerk of Courts. Committee members not in attendance: Prothonotary JD DelCollo.

A motion was made by Commissioner Santoni and seconded by Commissioner Leinbach to approve the minutes of the July 17, 2025, Records Improvement Committee meeting. The motion passed unanimously.

Financial statements of the Records Improvement Fund were reviewed by Kevin Rentz, Sr. Financial Analyst. Total revenue of the fund as of October 2025 was \$73,689.79. Total expenses to the fund through October 2025, were \$91,777.73. Therefore, there is a net loss of \$18,087.94 to the fund through October 2025. The ending funds available balance of the fund is \$284,600.53. A copy of the financial report has been attached to the minutes for reference. A motion was made by Commissioner Leinbach and seconded by Commissioner Santoni to accept the financial report. The motion passed unanimously.

Under new business, Trevor Greth, Fiscal Manager of Facilities and Operations, presented a request for funds in the amount of \$17,700.00 to be paid to IMR Digital to scan the remaining 10,000 images to complete their archiving project. A motion was made by Commissioner Leinbach and seconded by Commissioner Rivera to approve the request. The motion passed unanimously.

There being no further business, the meeting adjourned at 9:08 AM after motion made by Commissioner Santoni and seconded by Commissioner Leinbach.

Respectfully submitted,



Evelyn S. Burkert, Office Manager – Clerk of Courts
on behalf of Recording Secretary, Beth A. Jones, Clerk of Courts

2026 Pooled Records Improvement Fund Financial Statement as of March 2026 v4.09.2026

| Per G/L | | | |
|-----------------------------|-----------|--------------------------------------|--------------------|
| Revenue | Date | Description | Amount |
| 38300.11150.00000.44010 | Jan, 2026 | RI.Recorder of Deeds.0.Transfer Fees | \$6,142.00 |
| 38300.11150.00000.44010 | Feb, 2026 | RI.Recorder of Deeds.0.Transfer Fees | \$5,758.00 |
| 38300.11150.00000.44010 | Mar, 2026 | RI.Recorder of Deeds.0.Transfer Fees | \$6,884.00 |
| Total Transfer Fees: | | | <u>\$18,784.00</u> |

| Interest Income | Date | Description | Amount |
|-------------------------------|-----------|--------------------------------|--------------------|
| 38300.11090.00000.48006 | Jan, 2026 | RI.Treasurer.0.Interest Income | \$494.36 |
| 38300.11090.00000.48006 | Feb, 2026 | RI.Treasurer.0.Interest Income | \$506.69 |
| 38300.11090.00000.48006 | Mar, 2026 | RI.Treasurer.0.Interest Income | \$515.08 |
| Total Interest Income: | | | <u>\$1,516.13</u> |
| Total Revenue: | | | <u>\$20,300.13</u> |

| Expenses | GL Date | Description | Amount |
|------------------------------|----------|--|--------------------|
| 38300.11030.00000.63802 | 01/23/26 | Facilities Digital Scan -scanning project for large formatted maps | \$3,929.85 |
| 38300.11030.00000.63802 | 03/15/26 | Facilities Digital Scan -scanning project for large formatted maps | \$1,750.55 |
| Total Expense: | | | <u>\$5,680.40</u> |
| Net Income/(Expense): | | | <u>\$14,619.73</u> |

| | | |
|--|----------------------------|--------------|
| Beginning Funds Available Balance Total as of 1/1/26 | | |
| 38300.00000.00000.10000 | Pooled RI.0.0.General Fund | \$269,953.35 |
| Ending Funds Available Balance Total (1) (2) | | |
| 38300.00000.00000.10000 | Pooled RI.0.0.General Fund | \$284,573.08 |

Notes:

- (1): Interest allocation is based on monthly interest rate as seen on the general fund bank statements for 2026.
- (2): Financial Statement is on an accrual basis.

2026 Projection including Commitments:

| | |
|---|---------------------|
| Net Income / (Expense) on March Financial Statement | \$14,619.73 |
| Projected Additional 2026 Revenue | \$60,906.67 |
| Projected Additional 2026 Interest | \$4,500.00 |
| Projected Additional Revenue balance of 2026 | \$65,406.67 |
| Committed Expenses from 2026 and prior: | |
| District Attorney's Office Computer System for Digital Evidence (Annual) | \$25,000.00 |
| Controller's Office Microfilm Scanning did not occur; \$27.5K agreed to by Committee April 18, 2019 | \$0.00 |
| Information Systems Guidepoint Assessment for PCI compliance | \$8,250.00 |
| Archives Scanners. License Usage @\$103.46 per month | \$1,250.10 |
| Facilities and Operations Digitizing Prints and Record Indexing. | \$8,263.80 |
| Information Systems - Pension Technology Group Implementation and 1st year Annual Subscription Fee. | \$25,000.00 |
| Coroner - PowerPolicy Professional Subscription | \$0.00 |
| Committed Expenses from 2026 and prior | \$67,763.90 |
| Projected Net Income (Expense) for 2026 | \$12,262.50 |
| Projected End of 2026 Pooled Record Improvement | \$282,215.85 |

Jones, Beth A

From: Stitzel, Matthew
Sent: Tuesday, March 17, 2026 2:01 PM
To: Jones, Beth A
Subject: Records Improvement Request
Attachments: QT Proposal Berks County 03112026.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon, Beth,

Could you please add me to your next meeting? I would appreciate the opportunity to discuss an important update regarding our office systems.

I've attached a quote from a new company as we look to replace and improve our current system, Forensic Filer, with a new system called Quincy. Forensic Filer is a very outdated system, and while it has served us for many years, it presents several limitations.

Current System: Forensic Filer

Pros:

- 1) Staff is familiar with the system and knows how to use it

Cons:

- 1) Unable to process payments through the system
- 2) Limited to uploading only three documents per case
- 3) Cannot store photos (requires use of a separate personal drive)
- 4) Only one form of system backup
- 5) Limited search functionality
- 6) Limited reporting capabilities for supervisors and administrators
- 7) Company is owned and operated by a single individual, resulting in slow customer service
- 8) Cannot be modified to meet our needs
- 9) Only one user can access a case at a time

Proposed System: Quincy

Cons:

- 1) Full customization can be expensive; however, I believe we can operate effectively using the available custom tabs

Pros:

- 1) Compatible with all web browsers
- 2) Strong customer service reputation (based on feedback from other offices)
- 3) Fully customizable and detailed reporting capabilities
- 4) Data is backed up in three separate locations
- 5) Widely used by neighboring Coroners' Offices
- 6) Allows for easy data sharing with neighboring offices
- 7) Enables payment processing within the system
- 8) Supports uploading and storage of photos and documents

- 9) User-friendly interface with comprehensive training (including staff in our office with prior Quincy experience)
- 10) They can bring all our data over to their platform.

I believe transitioning to Quincy would significantly improve our efficiency, data security, and overall operations. I would welcome the opportunity to review this in more detail during the meeting.

Thank you for your time and consideration.

Matthew J. Stitzel

Coroner
County of Berks, Office of the Coroner
1047 MacArthur Road, Suite #200
Reading, PA 19605
Office: (610) 478-3280 Ext. 3293
Cell: (484) 769-4747
Email: Mstitzel@BerksPa.gov



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Thank you.

QUINCYTECH

ADVANCING FORENSIC INFORMATION MANAGEMENT

Quincy Technology Solutions, Inc.

PO Box 3559
Woodbridge, CT 06525

3/11/2026

Debra M. Detweiler, D-ABMDI
Chief Deputy Coroner
County of Berks, Office of the Coroner
1047 Mac Arthur Road, Suite # 200
Reading, PA 19605

Re: Quincy Tech Coroner Office Software – Amendment to include Importing additional legacy data

Via email:

Dear Debra,

The original proposal included importing legacy data from your current software provider (Forensic Filer) into CMfw for statistical purposes. This revised proposal adds the cost to import a 2nd database file from Forensic Filer with legacy data from an earlier version of their software.

We originally included 18 hours of developer time for the one data import. Adding a second “limited” statistical data import process, we expect will add 10 additional hours to the cost.

I have updated the SLA agreement (attached) to break out the cost of both legacy data imports on the agreement. Let me know if you have any further questions.

Regards,



Dennis Desrochers
VP General Manager
Quincy Technology Solutions, Inc.

cc: Mathew Stitzel - Coroner
Martin Mattessich

Attachments: SLA Agreement (Amended 3/11/26)

Quincy Technology Solutions, Inc. ("Quincy") Software License Agreement (this "Agreement")

**QuincyTech
PO Box 3559,
Woodbridge, CT 06525
Tel. (203) 494-5288
E-Mail: mjmattessich@quincytech.com**

Licensee Name: County of Berks, Office of the Coroner

Licensee Address: 1047 Mac Arthur Road, Suite # 200, Reading, PA 19605

Installation Location: Quincy Hosted

Licensee Application
Contact: _____ Phone: _____

_____ E-mail: _____

Licensee Billing
Contact: _____ Phone: _____

_____ E-mail: _____

Licensee PO Number: _____

Effective Date of
Agreement: _____

| LICENSED SOFTWARE | | | |
|---|---|---|--|
| Software Product | Maximum Number of Authorized Users | Initial Term | License Fee |
| CMfw™ Medical Examiner Case Management | Up to 15 concurrent users | Initial Term – 4/1/2026 to 12/31/2026 | \$ 3,200 /Data Import \$ 7,900 /Install \$ 3,220 /License & Support \$ 2,666 /ASP Hosting |
| | | Maintenance Term – 1/1/2027 to 12/31/2028 | \$16,986 Total \$12,500 /License & Support \$ 4,999/ASP Hosting |
| | | Maintenance Term – 1/1/2028 to 12/31/2029 | \$17,499 Total \$13,125 /License & Support \$ 5,198/ASP Hosting \$18,323 Total |
| LICENSED SOFTWARE MAINTENANCE | | Included in the License Fee for the term hereof (the “Maintenance Term”) | |

The Software License Agreement Terms and Conditions annexed hereto as Schedule 1 are part of this Agreement and are incorporated herein by reference.

In Witness Whereof, the parties hereto have duly executed this Agreement to become effective upon the Effective Date.

LICENSEE

Quincy Technology Solutions, Inc.

Signature



Signature

Name

Martin J. Mattessich

Name

Title

President

Title

Date

3/11/2026

Date

Schedule 1

SOFTWARE LICENSE AGREEMENT TERMS AND CONDITIONS

1. Definitions

In addition to the other terms defined herein, the following terms used herein shall have the following meanings assigned to them.

- 1.1 "Agreement" shall mean this Software License Agreement and each amendment hereto.
- 1.2 "Authorized User" shall mean each employee of Licensee who is authorized by Quincy hereunder, to access and to use the Software, whether through installation of the Software on such person's personal computer or workstation, or through access to the Software over an internal or external network.
- 1.3 "Documentation" shall mean the material provided by Quincy to Licensee in written form, by compact disk or through the internet to explain the operation of the Software and to aid in its use.
- 1.4 "Licensee" shall mean, individually and collectively, Licensee and all wholly-owned subsidiaries of Licensee.
- 1.5 "Object Code" shall mean computer programming code, routines and programs in machine readable and executable form, which has been compiled from the Source Code.
- 1.6 "Password" shall mean the user identification and access code furnished to an Authorized User to permit such Authorized User to access and to use the Software.
- 1.7 "Product Tables" shall mean the tables first set forth on page I hereof and titled "Licensed Software" and "Licensed Software Maintenance".
- 1.8 "Software" shall mean the Object Code form of the Licensed Software identified in the Product Tables.
- 1.9 "Source Code" shall mean computer programming code, routines and programs in human readable form.
- 1.10 "Term" shall mean the period of time commencing on the Effective Date and expiring on the date listed as described herein.

2. License Grant

- 2.1 Subject to the terms and conditions of this Agreement, Quincy hereby grants to Licensee, and Licensee hereby accepts from Quincy, a nonexclusive, nontransferable and terminable license (the "License") for Authorized Users to access and to use the Object Code of the Software and the Documentation during the Term solely for Licensee's internal use.
- 2.2 Licensee shall be permitted to make copies of the Software solely to the extent necessary to install the Software and to permit Authorized Users to access and to use the Software. Additionally, during the Term, Licensee may make two (2) copies of the Software; one (1) copy for archival purposes and one (1) copy for disaster recovery purposes.

3. Licensee Obligations

- 3.1 Licensee shall adopt and enforce such internal procedures as are necessary to ensure that the Software and the Documentation are used only in accordance with the terms of this Agreement, including ensuring that only Authorized Users have access to and use of the Software and the Documentation and that Authorized Users maintain the confidentiality of their respective Passwords and do not permit other persons to access or use the Software utilizing such Authorized User's Password.
- 3.2 Licensee shall not disclose or make available, directly or indirectly, all or any portion of the Software or the Documentation to any person other than Authorized Users. Licensee shall take reasonable actions to prevent unauthorized access to and use of the Software and the Documentation.
- 3.3 Licensee shall not: (a) assign, encumber or otherwise transfer or attempt to transfer the Software or the Documentation, or any portion thereof; (b) permit any person who is not an Authorized User to have access to or to use the Software or the Documentation; (c) modify, disassemble, decompile, reverse

engineer, recreate, generate, or create derivative works from the Software or any portion thereof, or otherwise attempt to obtain the Source Code corresponding to the Object Code; (d) make any copies of the Software or the Documentation, other than as permitted herein or (e) remove any copyright, trademark, patent, or other proprietary rights notices from the Software or the Documentation or any portion thereof.

3.4 Licensee shall not use the Software and the Documentation for more than the "Maximum Number of Authorized Users" specified in the Product Tables.

4. License Fee

4.1 In consideration of the License and other rights granted to Licensee pursuant to this Agreement, Licensee shall pay to Quincy the License Fee as set forth in the Product Tables as follows. Unless otherwise specified on the first page of this Agreement, the initial License Fee payment shall be due and payable to Quincy upon the execution of this Agreement by Licensee and, thereafter, each such additional License Fee payment shall be made not later than each successive one year anniversary date of the Effective Date. Licensee shall be responsible for the acquisition of all third party computer software licenses necessary to operate the Software by it.

4.2 Licensee shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable arising out of or in connection with this Agreement, other than taxes levied or imposed based on the income of Quincy. In the event that Quincy pays any such taxes on behalf of Licensee, Quincy shall invoice Licensee for such taxes and Licensee agrees to promptly reimburse Quincy for the payment of such taxes upon demand.

4.3 Except as expressly set forth in Sections 8.2, all payments made to Quincy by Licensee pursuant to this Agreement shall be non-refundable.

5. Delivery, Installation and Support

5.1 Quincy shall install the Software on the applicable computer facilities of Licensee pursuant to the Quincy implementation services agreement between Quincy and Licensee. Licensee will be provided Documentation as part of the onboarding process. .

5.2 Quincy shall provide Licensee with internet and telephone support assistance during Quincy's normal support hours which are Monday through Friday (except national holidays), from 8:00 a.m. to 5:00 p.m., Eastern Standard Time, relating to the operation of the Software (the "Maintenance"). The Maintenance is limited to assisting Licensee to correct errors in the operation of the Software and does not include any consulting services relating to the use or modification of the Software. The Maintenance may be accessed by any Authorized User of Licensee that has taken Quincy's software user training. Such internet support maintenance shall be obtained by accessing Quincy at the uniform resource locator and such telephone support assistance shall be obtained by telephoning Quincy at the telephone number, respectively, therefor furnished by Quincy to Licensee from time to time by notice hereunder.

5.3 During the Maintenance Term, Quincy shall make available to Licensee new releases of the Software from time to time as such new releases are made available generally to Quincy's other licensees. Licensee shall be responsible for the installation of such new releases. In the event that Licensee desires Quincy to install such new releases, Quincy shall install such new releases for a mutually agreeable charge therefor. Notwithstanding the foregoing, Licensee shall not receive, and Quincy shall not be obligated to provide Licensee with, any new software product that is designed, developed or marketed by Quincy that offers new or different functionality in relation to the Software. Such new software product may only be obtained by Licensee pursuant to the terms and conditions of another license agreement between Quincy and Licensee therefor.

6. Proprietary Rights and Confidentiality

6.1 Licensee acknowledges and agrees that, as between Licensee and Quincy, Quincy holds all right, title and interest in and to the Software and the Documentation. Licensee further agrees and acknowledges that the Software embodies Quincy's trade secrets and copyrights. Subject to the license rights of Licensee hereunder, all right, title and interest in the Software and the Documentation, including all trade secrets, copyrights and other intellectual property rights pertaining thereto, are and shall remain

vested in Quincy. Nothing contained in this Agreement shall be construed as transferring any of such rights to Licensee or any third party.

- 6.2 Each party acknowledges that certain information that it will acquire from the other party may constitute such other party's Confidential Information. The term "Confidential Information" shall mean all information related to the business, operations, financial information, computer software and systems of a party and such other information that is disclosed by one party to the other party which is marked "confidential" by the disclosing party. Each party agrees (a) to exercise the same degree of care and protection (but no less than a reasonable degree of care and protection) with respect to the other party's Confidential Information as such party exercises with respect to its own Confidential Information and (b) not to, directly or indirectly, disclose, copy, transfer or allow access to any Confidential Information obtained from the other party. Notwithstanding the foregoing, Licensee acknowledges and agrees that the Software and the Documentation are the Confidential Information of Quincy and are subject to the obligations of Licensee with respect thereto set forth in this Agreement.

7. Term and Termination

- 7.1 This Agreement shall become effective upon the Effective Date and shall continue in effect for the Term unless earlier terminated in accordance with this Agreement. Quincy may terminate this Agreement without prejudice to any other remedy Quincy may have, immediately upon notice to Licensee, in the event of: (a) the failure of Licensee to pay to Quincy when due any payment due to Quincy pursuant to any agreement between Quincy and Licensee, (b) the failure of Licensee to comply with any other obligation required under this Agreement, which failure is not cured by Licensee within fifteen (15) days following receipt of written notice from Quincy of such failure, or (c) a merger or consolidation of Licensee with or into another company which is not an affiliate of Licensee, a recapitalization or reorganization of Licensee, a sale of all or substantially all of the assets of Licensee, and upon the consummation of such merger, consolidation, recapitalization, reorganization, or sale, Licensee becomes a competitor of, or an affiliate of a competitor of, Quincy.
- 7.2 Licensee may terminate this agreement upon written notice to Quincy at least thirty (30) days in advance of such termination provided however that all fees due to Quincy by licensee have been paid in full and Quincy will have no obligation to reimburse such fees to Licensee.
- 7.3 Upon the termination of this Agreement for any reason whatsoever, Licensee shall make no further use of the Software or the Documentation. Within five (5) business days after such termination, Licensee shall remove the Software from all computers used by or accessible to Licensee and its Authorized Users and return to Quincy the original and all copies of the Software and the Documentation in the possession of Licensee.
- 7.4 Quincy shall have the right, upon reasonable advance notice to Licensee and in a manner that does not disrupt Licensee's business, to enter Licensee's premises during regular business hours to verify that Licensee's usage of the Software and the Documentation has been discontinued and that the Software has been removed from all computers used by or accessible to Licensee and its Authorized Users.

8. Warranty

- 8.1 Quincy warrants for the Maintenance Term that (a) the media on which the Software and the Documentation is provided to Licensee will be free from defects in materials and workmanship under normal use, and (b) the Software will operate substantially in accordance with the Documentation.
- 8.2 In the event that defects are discovered in the media on which the Software and the Documentation was delivered or the Software does not operate substantially in accordance with the Documentation, each during the Maintenance Term (such defect or inoperable condition, a "Defect"), Licensee shall immediately notify Quincy of such Defect and Licensee shall attempt to resolve such Defect through the telephone or internet support assistance set forth in Section 5.3. In the event such telephone or internet support assistance does not resolve such Defect, Licensee shall notify Quincy thereof stating the Defect and that this is a notification under Section 8.2 of the Agreement and Quincy shall have a period of ten (10) days following such notification, during normal business hours and at no cost to Licensee, to use reasonable efforts to correct in a manner determined by Quincy at Quincy's sole discretion such Defect which is reproducible and verifiable by Quincy, excluding any errors caused by installation or uses of the Software not in accordance with the Documentation. Licensee shall afford Quincy access to the Software and Licensee's computer systems to facilitate such correction efforts

and shall cooperate with Quincy in respect of such correction efforts. In the event that Quincy is unable to resolve such Defect within such ten-day period, Licensee shall have the right to terminate this Agreement. In such event and if Licensee elects to terminate this Agreement, Quincy shall reimburse Licensee an amount equal to the sum of the License Fee multiplied by a fraction, the numerator being the number of calendar months remaining in the eighteen (18) month period commencing on the Effective Date and the denominator of which is eighteen (18).

- 8.3 The foregoing warranties shall become void if: (a) Licensee has installed, used or is using the Software or the Documentation in violation of this Agreement or in a manner that does not conform to the Documentation; (b) Licensee has modified or attempted to modify the Software or the Documentation; (c) Licensee has refused or failed to implement any changes recommended by Quincy; (d) the Defect was caused by hardware malfunctions or failures or maintenance by Licensee, (e) Licensee has modified the Software in a manner not approved by Quincy or (e) Licensee has not installed any release furnished to it by Quincy pursuant to Section 5.4 within three (3) months following the date of receipt thereof.
- 8.4 EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 8.1 AND 8.2, QUINCY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SOFTWARE AND THE DOCUMENTATION OR THE USE OR OPERATION THEREOF, WHETHER EXPRESS OR IMPLIED, INCLUDING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. QUINCY DOES NOT WARRANT THAT THE SOFTWARE AND THE DOCUMENTATION WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL OPERATE FREE FROM ERROR, OR THAT ANY ERROR IN THE SOFTWARE WILL BE CORRECTED. QUINCY'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF QUINCY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE, OR PERFORMANCE OF THE SOFTWARE.

9. Limitation of Liability

- 9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL QUINCY BE LIABLE FOR ANY AMOUNT EXCEEDING AMOUNTS ACTUALLY PAID TO QUINCY HEREUNDER. IN NO EVENT SHALL QUINCY BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, FOR LOSS OF PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR POWER SYSTEM, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER OR TEMPORARY EQUIPMENT (INCLUDING ADDITIONAL EXPENSES INCURRED IN USING EXISTING FACILITIES), OR FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT.

10. General

- 10.1 This Agreement shall be governed by the laws of the State of Connecticut without regard to its conflict of laws principles. This Agreement shall be deemed severable, and any part hereof which may be held invalid by a court of competent jurisdiction shall be deemed automatically amended only to the extent necessary to make such part valid and enforceable and the remainder of this Agreement shall remain in full force and effect. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all other agreements regarding the subject matter hereof. This Agreement may only be amended by written instrument signed by Quincy and Licensee. Any waiver by any party of any breach of any provision of this Agreement shall not be a waiver of any subsequent breach thereof or of any breach of any other provision hereof and all waivers under this Agreement must be signed by Quincy and Licensee.
- 10.2 The parties agree that any action brought by either party against the other shall be brought in Connecticut and the parties do hereby consent to the personal jurisdiction of the Federal District Court of Connecticut and the Connecticut state courts and waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.
- 10.3 All notices given under this Agreement shall be in writing and be delivered by a hand, by nationally recognized overnight courier or by electronic mail addressed to Licensee or Quincy, as the case may be, at the address specified above or such other address as such party may designate in writing to the

other party hereto. Notice shall be deemed given on the date delivered by hand or by electronic mail or one (1) business day after deposit with such courier.

- 10.4 Licensee shall not assign or transfer this Agreement.
- 10.5 The following Sections shall survive the expiration or termination of this Agreement: Sections 1, 4.2, 4.3, 6, 7, 8.4, 9.4 and 10.
- 10.6 Without limitation with respect to any remedies available to Quincy, Licensee agrees that any breach or attempted breach by Licensee of any of its obligations hereunder will cause irreparable harm to Quincy for which money damages would not be adequate and Quincy shall be entitled to injunctive relief or specific performance to enforce its rights hereunder.
- 10.7 The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All references herein to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. If any action or notice is to be taken or given on or by a particular calendar day, and such calendar day is not a business day, then such action or notice may be deferred until, or may be taken or given on, the next business day. Unless otherwise specifically indicated, the word "or" shall be deemed to be inclusive and not exclusive.

END OF SECTION