

Clerk's Contract and Agreement Cover Page

Year: 2010

Legistar File ID#: 2010-0391

Multi Year:

Amount \$72,750.80

Contract Type:

Contractor's Form

Contractor's Name:

Innoprise Software Inc.

Contractor's AKA:

Execution Date:

9/15/2010

Termination Date:

Renewal Date:

1/31/2017

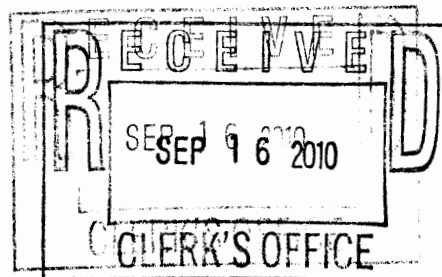
Department:

Administration/MIS

Originating Person:

Mary Klinger

Contract Description: Innoprise Software License & Services Agreement



Thursday, September 16, 2010

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

September 16, 2010

Ms. Ann Harward
Accounting Manager
Innoprise Software, Inc.
555 Eldorado Blvd Avenue, Suite 100
Broomfield, CO 80021

RE: *NOTICE TO PROCEED*
Innoprise Software License & Services Agreement

Dear Ms. Harward:

Enclosed is one fully executed License Software & Services Agreement with the Village of Orland Park.

Please contact Mary Klinger at 708-403-6190 to arrange the commencement of the work.

The deposit in the amount of Ten Thousand and No/100 (\$10,000.00) Dollars will be issued shortly under separate cover. All future invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Under the terms of the agreement our maintenance period is February 1st – January 31st in the amount of Seventy Two Thousand Seven Hundred Fifty and 80/100 (\$72,750.80) Dollars due annually on February 1st, 2011 thru February 1, 2017.

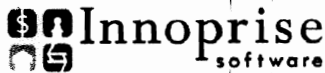
If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

cc: Mary Klinger



Innoprise Software, Inc.
SOFTWARE LICENSE AND SERVICES AGREEMENT

Customer Name and Address:

Village of Orland Park ("Customer")
14700 South Ravinia
Orland Park, IL 60462

This **INNOPRISE SOFTWARE, INC. Software License and Professional Services Agreement** (the "Agreement"), is made and entered into this 15th day of September, 2010, by and between Innoprise Software, Inc. ("Innoprise") of 555 Eldorado Blvd., Suite 100, Broomfield, Colorado 80021 and Customer.

Innoprise and Customer agree that all products and services to be provided by Innoprise to Customer hereunder shall be furnished only under the terms and conditions of this Agreement and its Schedule(s) entered into by the parties.

Innoprise is a technology product and service firm specializing in providing certain technology software products and services that Innoprise has developed and owns.

Customer desires to purchase products or services from Innoprise.

Innoprise desires to supply Customer pursuant to the terms and conditions contained in this Agreement and the applicable Schedule(s) entered into by the parties.

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed to as follows:

1. Definition of Terms. As used herein:

- 1.1. "Project" - the products and services provided by Innoprise for Customer.
- 1.2. "Schedule" - an attachment to this Agreement, which is part of this Agreement for all purposes.
- 1.3. "Innoprise Custom Software" - Software developed by Innoprise specifically for the Customer or Innoprise Core Software customized by Innoprise specifically for the Customer.
- 1.4. "Innoprise Core Software" - Software developed or customized by Innoprise but not specifically for the Customer.
- 1.5. "Innoprise Software" - Innoprise Custom Software and Innoprise Core Software in machine readable form. Innoprise Software does not include the Source Code.
- 1.6. "Third-Party Software" - software in machine-readable form provided by Innoprise to Customer that is not developed or customized by Innoprise. Third-Party Software does not include the source code.
- 1.7. "Software" - Innoprise Software and Third-Party Software.
- 1.8. "Source Code" - a copy of the computer programming code in human-readable form.
- 1.9. "Current Release" - means the latest version of the Innoprise Software offered by Innoprise for general commercial distribution, including all Updates to it.
- 1.10. "Services" - means the professional services that Innoprise agrees to provide under this Agreement.
- 1.11. "Telephone or Email Support Call" - means a telephone call or email by Customer to Innoprise for the purposes of obtaining support under this Agreement.
- 1.12. "Affiliate" - means with respect to either party, any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control with such party.
- 1.13. "Defect" - means a material failure of the Innoprise Software to substantially conform to the functional specifications set forth in the current published Documentation.
- 1.14. "Derivative Works" - means works of authorship based on one or more pre-existing works of Innoprise, including Documentation, Innoprise Software, Enhancements, or Updates, in whatever form the work may be recast, transformed or adapted, including translations, ports, and screen reformatting.
- 1.15. "Designated Location" - means the physical location identified at which the Customer may use the software.
- 1.16. "Designated Operating Environment" - means the computer hardware and software identified in the Documentation with which the Customer may use Innoprise Software.
- 1.17. "Documentation" - means the written, electronic, or recorded work generally released by Innoprise in connection with the

Innoprise Software that describes the functions and features of the Innoprise Software, including end user manuals.

1.18. "Enhancements" - means any software program, any part thereof, or any improvement of addition thereto, or any materials not included in the Innoprise Software at the time of execution of this Agreement, or that are subsequently developed by Innoprise, or on behalf of Innoprise, which modify the Innoprise Software to provide a function or feature not originally offered or an improvement in function and which relate to the Innoprise Software.

1.19. "Executable Code" - means the compiled, interpreted machine-readable program, code executed by a computer to perform the functions of the Software.

1.20. "License Fee" - means fees, if any charged for the License.

1.21. "Licensed materials" - means the Innoprise Software and Documentation covered by this Agreement.

1.22. "Permitted Users" - means those employees and agents of Customer who have been authorized by Customer to use the Licenses Materials.

1.23. "Updates" - means program logic changes made by Innoprise to correct Defects in the Innoprise Software delivered hereunder.

2. Term of Agreement. This Agreement shall be effective upon execution by both parties and shall continue in force through completion of the services unless earlier terminated in accordance with the terms set forth herein.

3. Compensation. The amount of Compensation Customer shall pay Innoprise for the products and services provided by Innoprise. All compensation shall be due and payable by Customer upon receipt of an invoice from Innoprise. A deposit in the amount of \$10,000 is due within 15 days of execution of the Agreement. Upon receipt of executed contract and Customer deposit, Innoprise will provide support on the Customer's existing applications. License Fees, Professional Services and Support Service Fees in the amount of \$72,750.80 less the above deposit is due to Innoprise on February 1, 2011. \$72,750.80 will be due to Innoprise on February 1, 2012, February 1, 2013, February 1, 2014, February 1, 2015 and February 1, 2016. Innoprise may change Fees for future years and will notify Customer within sixty (60) days of rate change. All amounts due and payable to Innoprise shall be exclusive of all applicable taxes based or measured thereon excluding taxes based on the income of Innoprise, and Customer shall be responsible for the payment of all such taxes to Innoprise or shall provide Innoprise with an appropriate certificate of exemption. Payments to Innoprise shall be inclusive of all costs of whatever nature associated with Innoprise's efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside consulting fees.

4. Non-Payment. Notwithstanding anything contained herein to the contrary, Innoprise reserves the right to refuse to provide Services when charges to Customer remain unpaid after sixty (60) days from the due date. Innoprise agrees to reinstate Services promptly upon payment of all past due charges.

5. Warranty. EXCEPT AND TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation of Liability. EXCEPT FOR INDEMNITY CLAIMS PURSUANT TO SECTION 12.1, INNOPRISE'S LIABILITY ON ANY CLAIM OF DAMAGES ARISING OUT THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO INNOPRISE UNDER THIS AGREEMENT. IN NO EVENT SHALL INNOPRISE BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ECONOMIC DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, INCLUDING LOSS OF DATA, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

7. Confidentiality of Customer's Information.

7.1. Innoprise acknowledges that Customer regards as confidential and as a proprietary asset any information or materials that come to the attention of Innoprise by reason of (a) the presence of Innoprise's agents, employees, or representatives at Customer's site, or (b) Innoprise furnishing services to Customer in connection with this Agreement (such information, materials, and records collectively being referred to as "Customer's Confidential or Proprietary Information").

7.2. Innoprise agrees to safeguard Customer's Confidential or Proprietary Information by holding it in strict confidence, disclosing it only to those employees' agents, or contractors who have a need to know in order to provide services as agreed upon. In the event that a subpoena or other legal process that in any way concerns Customer's Confidential or Proprietary Information is served upon Innoprise, then Innoprise agrees to notify Customer in a reasonable manner following receipt of such subpoena or other legal process, and Innoprise will reasonably cooperate with Customer, as requested by Customer, to contest the subpoena or other legal process (provided that Customer agrees to pay any expense Innoprise incurs in so doing).

7.3. Innoprise agrees to take all reasonable steps to prevent the disclosure, publication, or dissemination of Customer's Confidential or Proprietary Information to any other person or entity, except where and to the extent specifically required by law.

7.4. Notwithstanding anything herein to the contrary, Customer's Confidential or Proprietary Information shall not include: (a) information that comes into the public domain except as a result of a breach of this confidentiality provision; (b) information received by Innoprise from a third party not under any obligation of confidentiality with respect thereto; (c) information that is independently

developed by Innoprise personnel that have not had access to Customer's Confidential or Proprietary Information; (d) information required to be disclosed under operation of law; or (e) information approved in advanced in writing for disclosure by Customer.

8. Intellectual Property. All computer programs, including the Innoprise Software, software documentation, written procedures, copies of transcripts, Source Codes, and similar items are proprietary to and shall be considered trade secrets and confidential information remaining the property of Innoprise. Customer agrees that, other than those disclosures and records required to be made or maintained pursuant to Illinois Law, it will take reasonable steps to avoid disclosing to any third party at any time (either during or after termination of this Agreement) any Innoprise trade secrets or any other Innoprise secrets or confidential information, learned by Customer in connection with this Agreement. All documentation shall be returned to Innoprise upon termination of this Agreement. All original input data items shall remain the property of Customer and will be returned pursuant to Customer's instructions, so long as Customer is not in breach of this Agreement. Customer shall retain or destroy all original input documentation and other documentation in accordance with its own procedures. Customer will not create a derivative work of the Innoprise Software, or reverse engineer, decompile, disassemble, or otherwise attempt to reconstruct any Source Code or algorithms of the Innoprise Software, or remove any product identification, copyright, or other notices from the Innoprise Software or documentation. Customer shall not modify any source code.

9. Termination.

9.1. Either party may terminate this Agreement or any Schedule(s) within the first thirty (30) days after execution by giving the other party not less than five (5) days prior written notice.

9.2. Either party may terminate this Agreement or any Schedule(s) at any time by giving the other party not less than one hundred and eighty (180) days prior written notice.

9.3. In the Event of Default, as defined in Section 10 below, the non-defaulting party may terminate this Agreement or any Schedule(s).

9.4. In the event of termination by the Village, for any reason, Customer will pay all amounts due and payable under this Agreement up to the effective date of termination, and Customer may retain any products or services delivered to Customer prior to the date of termination.

10. Events of Default.

10.1. Customer's failure to make payments as provided herein.

10.2. A party's failure to perform any material covenant, agreement, obligation, term or condition contained herein; provided, however, the party's failure to perform as provided in this Section 10.2. shall not be an Event of Default if the defaulting party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party or if the default cannot be cured within thirty (30) days, if the defaulting party commences cure within thirty (30) days of receipt of written notice and proceeds to cure such default within a reasonable period of time.

10.3. A party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue) or appoints a receiver, acquiesces in the appointment of a receiver of trustee, or liquidator for it any substantial part of its assets or properties.

11. Remedies on Default. In addition to the right of termination provided in Section 10.3. above, the non-defaulting party shall have all of the rights and remedies available in law and in equity.

12. Hold Harmless and Indemnification.

12.1. **By Innoprise.** Innoprise shall indemnify, defend and hold harmless Customer against any loss, damage, or expense threatened against or incurred by Customer as a result of claims, actions, or proceedings brought by any third party arising out of Innoprise's performance of this Agreement including Customer's reasonable attorney's fees and any money damages or costs awarded in respect of any such claim(s) and any suit raising any such claim(s); provided, however, that (a) Customer shall have given Innoprise prompt written notice of any such claim, demand, suit, or action; (b) Customer shall cooperate with said defense by complying with Innoprise's reasonable instructions and requests to Customer in connection with said defense; and (c) Innoprise shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof.

12.2. **By Customer.** Customer shall indemnify, defend and hold harmless Innoprise against any loss, damages, or expense incurred by Innoprise as a result of claims, actions, or proceedings brought by any third party arising out of Customer's performance of this Agreement including Innoprise's reasonable attorney's fees and any money damages or costs awarded in respect of any such claims(s) and any suit raising any such claim(s); provided, however, that (a) Innoprise shall have given Customer prompt written notice of any such claim, demand, suit, or action. (b) Innoprise shall cooperate with said defense by complying with Customer's reasonable instructions and requests to Innoprise in connection with said defense; and (c) Customer shall have control of the defense of such claim, suit, demand, or action and the settlement and compromise thereof.

13. Notices. All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses (or at such other addresses as a party may designate by like notice to the other parties):

To Innoprise:

Innoprise Software, Inc.
Attn: Contract Administrator
555 Eldorado Blvd., Suite 100
Broomfield, CO 80021
Fax: (303) 339-0413

To Customer:

Village of Orland Park
Attn: Mary Klinger, MIS Director
14700 South Ravinia
Orland Park, IL 60462
Fax: (708) 349-4859

Any notice or communication shall be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the 3rd day after the date of receipt in the United States Mail, or (c) on the date of confirmed delivery by an overnight delivery service.

14. Governing Law/Dispute Resolution. This Agreement shall be governed by, construed, and enforced under and in accordance with the Laws of the State of Illinois. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Cook County, Illinois. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. In any dispute arises between the parties either relating to this Agreement or in any way arises between the parties relating to this Agreement or in any way arising out of this Agreement then complaining party shall provide a notice of such dispute, in writing, to the other party. Such notice shall include both a specific description of the disputed issues and suggested action(s) to remedy such dispute. The Parties shall thereafter attempt, in good faith, to settle such dispute. If no resolution of the dispute is reached within forty-five (45) days of the notice of dispute, then either party may pursue any legal remedy it may have available including instituting suit in a court of competent jurisdiction.

15. Binding Nature and Assignment. This Agreement shall bind the parties and their successors and permitted assigns. Customer may not assign this Agreement without the prior written consent of Innoprise, except that the term "Assignment" shall not include any transfer by merger, acquisition, stock transfer or other consolidation with another entity. Notwithstanding the foregoing, Customer shall effect not assignment nor transfer by merger, acquisition, stock transfer, sale of substantially all of the assets or consolidation to or with any entity engaged substantially in the business of providing software and/or related services that are similar to the software and services provided by Innoprise.

16. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than Innoprise and Customer.

17. Force Majeure. Neither party shall be in default by reason of any failure in the performance of this Agreement (except failure to pay) if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will give the other party prompt written notice of such event. The party so affected will resume performance promptly after the Force Majeure event terminates.

18. Entire Agreement. This Agreement and any Schedules(s) including "Solution for Orland Park" contain the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties relative to its subject matter. No amendment to, or change, waiver, or discharge of any provision of this Agreement shall be valid unless in writing and signed by any authorized representative of the party against which such amendment, change, waiver, or discharge is sought to be enforced.

19. Signature Authority. Each party represents and warrants to the other that the signatory of that party is authorized to enter into this Agreement for and on behalf of that party.

20. Relationship of the Parties. The relationship of the parties established by this Agreement is solely that of independent contractor, and nothing contained in this Agreement shall be construed to (a) give any party the power to direct and control the day-to-day activities of the other; or (b) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (c) make either party an agent of the other for any purposed whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent, employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

21. Approvals and Similar Actions. Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld, unless specifically permitted by this Agreement.

22. Publicity. Either party hereto may prepare press releases concerning the existence of this Agreement and may reference the other party of this Agreement in its advertising, sales promotions, trade shows, or other marketing material, subject to review, comment, revision and prior written approval of the other party which approval shall not be unreasonably delayed or withheld.

23. Severability. If any provisions of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, INDEMNIFICATION OR EXCLUSION OF DAMAGES OR OTHER REMEDIES IS INTENDED TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT OF ANY REMEDY UNDER THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR OTHER REMEDIES SHALL REMAIN IN EFFECT.

24. Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

25. Attorneys' Fees. If any legal action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action where such fees have been granted in the exercise of the court's discretion, in addition to any other relief to which it may be entitled.

26. Compliance with Laws. Each party shall comply with all governmental, including federal, state, and local laws, statutes, rules, and regulations applicable to this Agreement.

27. Subcontracting. Innoprise reserves the right to subcontract all of part of the services, but Innoprise shall remain responsible for the performance of such services by its subcontractors.

28. Travel Expenses. Customer shall reimburse Innoprise for all reasonable travel expenses within (30) days from the date customer receives the invoice. Innoprise shall not incur any travel expenses without prior approval from Customer.

29. Designated Location. The Designated Location where the software will be stored on a server is: _____.
Customer must notify Innoprise in writing of changes to the Designated Location following the notification procedures outlined in Section 13.

30. Headings. The section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

31. Survival of Provisions. Sections 5, 6, 7, 8, 9.4, 11, 12, 14, 25, and 31 and all accrued and unpaid obligations arising hereunder shall survive the termination hereof.

Acknowledged and Agreed to By:

CUSTOMER

PAUL G. GRIMES, VILLAGE MGR.

Customer Printed Name and Title

[Signature] : 9/15/10

Customer Signature

Date

INNOPRISE

Ann M. Harward, Accounting Manager

Innoprise Printed Name and Title

Ann M Harward 9/19/10

Innoprise Signature

Date

The Prices and Terms noted above will be honored thru September 15, 2010.

Schedule A
"License and Fees"

This schedule is part of the **INNOPRISE SOFTWARE, INC. Software License and Professional Services Agreement** (the "Agreement"), dated the 15th day of September, 2010 by and between Innoprise Software, Inc. ("Innoprise") of 555 Eldorado Blvd., Suite 100, Broomfield, Colorado 80021 and Customer.

NOW THEREFORE, the parties agree as follows:

1. Software.

1.1. Innoprise will provide Customer with the following Software: Financial Suite (General Ledger, Purchasing/Inventory, Accounts Receivable, Asset Management, Payroll/Personnel and Centralized Cash Receipts); Community Development Suite (Building Permits, Occupational Licenses, Code Enforcements and Citizen Access); CIS and Work Orders/Facilities Management.

1.2. Acceptance. Customer shall have sixty (60) days after each Innoprise Software application is up and running successfully to either accept or reject such Innoprise Software. Customer may only reject Innoprise Software if the Innoprise Software does not substantially conform to the Specifications as defined in the Statement of Work. Any rejection of Innoprise Software by Customer must be in writing and must contain sufficient information to allow Innoprise to understand and correct the problems. If Innoprise is unable to correct the errors, malfunctions, or defects in the Innoprise Software that cause the Innoprise Software to not substantially conform to the Specifications within sixty (60) days of the date Innoprise receives notice of rejection, Customer may return such defective Innoprise Software to Innoprise and Innoprise's sole liability to Customer shall be to refund the License Fee attributable to the defective Innoprise Software. If Customer does not reject Innoprise Software within sixty (60) days from the date of delivery, the Innoprise Software shall be deemed to be accepted by Customer.

2. Customer's Obligation. Customer shall:

2.1. Designate a primary and a secondary project manager, including telephone numbers and e-mail addresses, within ten (10) days following the execution of this Schedule.

2.2. Perform all of its obligations hereunder in a reasonable time frame that permits Innoprise its delivery schedule.

2.3. Provide accurate information and the necessary resources required for Innoprise to meet its delivery schedule.

2.4. Participate in all required reviews, testing, training, and perform all Customer testing as deemed reasonably necessary by Innoprise to ensure the compliance and adherence to all required functionality and processes as defined and documented throughout the Project.

2.5. Provide all necessary infrastructures to operate the Software.

2.6. Provide Innoprise reasonable access to Customer network, servers, and infrastructure resources for remote technical assistance by Innoprise.

3. License Grant.

3.1. License to Innoprise Software. Except as other provided herein, Innoprise grants to Customer a perpetual, non-exclusive, non-transferable license to use a single incidence of the Innoprise Software and Documentation at the Designated Location for its internal uses within a single operating environment and not for the processing of any data except Customer's. Customer may transfer licensed materials to a back-up computer hardware to be used when the Designated Operating Environment is unavailable.

3.2. License to Third-Party Software. Any Third-Party is licensed pursuant to a license agreement with the applicable Third-Party Vendor.

3.3. Use and Prohibitions on Use. Customer shall have the right to use the Innoprise Software and Documentation only as set forth in this Agreement or in the Documentation. Any other use of the Innoprise Software shall constitute an Event of Default under this Agreement. Unless otherwise agreed by the parties hereto in writing, Customer shall not use the Innoprise Software in the operation of a service bureau or time sharing arrangement or provide same to a disaster recovery provider; nor shall Customer assign, sublease, sell, or rent the Innoprise Software. Any rights not expressly granted herein are hereby expressly reserved to Innoprise.

3.4. Copies. For each paid license of the Licensed Materials, Innoprise shall deliver one (1) copy of the Innoprise Software, in Executable Code form, and one (1) copy of documentation to Customer. Customer shall make no copies of the Documentation and Innoprise Software, except one (1) copy for back-up or archival purposes. Any such copy shall be clearly marked as proprietary to Innoprise and contain Innoprise's proprietary notices.

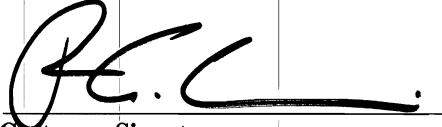
4. Product Licenses and Cost

License Fees	Feb. 1, 2011 thru Jan. 31, 2012	Feb. 1, 2012 thru Jan. 31, 2013	Feb. 1, 2013 thru Jan. 31, 2014	Feb. 1, 2014 thru Jan. 31, 2015	Feb. 1, 2015 thru Jan. 31, 2016	Feb. 1, 2016 thru Jan. 31, 2017	6-Year Total
Financial Suite (Accounting, Budgeting, Accounts Receivable, General Ledger, Purchasing/Inventory, Asset Management, Payroll/Personnel and Centralized Cash Receipts)	Included	Included	Included	Included	Included	Included	
ComDev Suite (Code Enforcements, Occupational Licenses, Building Permits and Citizen Access)	Included	Included	Included	Included	Included	Included	
CIS	Included	Included	Included	Included	Included	Included	
Work Orders/Facilities Management	Included	Included	Included	Included	Included	Included	
Annual Payment Totals	72,750.80	72,750.80	72,750.80	72,750.80	72,750.80	72,750.80	436,504.80
6-Year Prepayment Option	349,200.00						349,200.00

Acknowledged and Agreed to By:

CUSTOMER

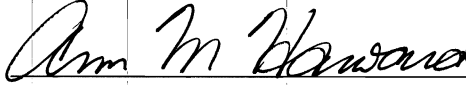
Paul G. Grimes, Village Mgr.
Customer Printed Name and Title


Customer Signature

9/15/10
Date

INNOPRISE

Ann M. Harward, Accounting Manager
Innoprise Printed Name and Title


Innoprise Signature

9/19/10
Date

Schedule B
"Professional Services and Fees"

This schedule is part of the **INNOPRISE SOFTWARE, INC. Software License and Professional Services Agreement** (the "Agreement"), dated the 15th day of September, 2010, by and between Innoprise Software, Inc. ("Innoprise") of 555 Eldorado Blvd., Suite 100, Broomfield, Colorado 80021 and Customer.

NOW THEREFORE, the parties agree as follows:

1. Services. Innoprise will provide Customer with the following services:

- 1.1 **Scope of Services.** This Agreement is applicable to all Services provided by Innoprise during the term of this Agreement which Services are set forth in a Statement of Work executed by the parties. The actual work to be performed by Innoprise in any specific engagement, and the fees to be paid by Customer for such engagement, will be set forth in the applicable Statement of Work.
- 1.2 **Statement of Work.** Statement of Work shall mean documents signed by both Innoprise and Customer that contain at least the following elements for each engagement: the scope of the Services, the deliverables to be provided by Innoprise (the "Deliverables"), specific responsibilities of Customer, and the fees and payment schedule for the Services. The parties may make changes to the Statement of Work provided that both parties agree to the changes in writing.
- 1.3 **Term of Agreement.** This Agreement shall remain in effect until terminated by either party on at least 180 days' prior written notice to the other party.
- 1.4 **Term of Statements of Work.** Except as set forth below, each Statement of Work is non-cancelable and shall remain in effect until the Services specified have been completed by Innoprise and accepted by Customer in accordance with the provisions of this Agreement. Either party may terminate a Statement of Work for material breach by the other party upon 180 days' prior written notice, if the breaching party does not cure the breach within the 30-day notice period. Such notice shall set forth in reasonable detail the nature of the asserted breach.

2. Customer's Obligation. Unless otherwise noted in a specific SOW, the Customer shall:

- 2.1. Designate a primary and a secondary project manager, including telephone numbers and e-mail addresses, within ten (10) days following the execution of this Schedule.
- 2.2. Perform all of its obligations hereunder in a reasonable time frame that permits Innoprise its delivery schedule.
- 2.3. Provide accurate information and the necessary resources required for Innoprise to meet its delivery schedule.
- 2.4. Participate in all required reviews, testing, training, and perform all Customer testing as deemed reasonably necessary by Innoprise to ensure the compliance and adherence to all required functionality and processes as defined and documented throughout the Project.
- 2.5. Provide all necessary infrastructures to operate the Software.
- 2.6. Provide Innoprise reasonable access to Customer network, servers, and infrastructure resources for remote technical assistance by Innoprise.

3. Professional Services and Cost. Until a SOW outlining a specific scope of work for the anticipated implementation, and its related assumptions, the following baseline initial services will be used in this agreement. Innoprise estimates 436 ISU's will be required to for this implementation. This estimate assumes that Innoprise's *Turnkey Innablement Implementation Methodology* will be used. These 436 ISU's are included in the License Fees at no additional cost to the Customer. There are no deliverables for this work until a SOW is finalized.

Innitiate

- Kickoff
 - Conduct Innoprise Internal Alignment
 - Establish Key Dates
 - Distribute Kickoff Questionnaire
 - Conduct Meeting
- Solution Validation
 - Confirm Business Goals
 - Demonstrate Functionality / Document Processes / Identify Gaps
 - Analyze Requirements
 - Create Instance Strategy
 - Signoff Solution & SOW Finalization

Inninstall

- Analyze Unique Customer Architectural Considerations
- Install Application Modules
- Install Application Database
- Create/Port Empty Instances

Innput

- Train customer on Configuration
- Convert or Enter Setup/Master Data
- Load Test Transactional Data
- Deploy Instance

Innovate

- Data conversion

Innsure

- Build Test Environment

Innstruct

- Define Training Strategy
- Analyze Audience and Culture
- Identify Supporting Processes and Functions
- Assess Infrastructure
- Support Customer in Delivery of Training

Innstitute

- Create Go-Live Checklist
- Finalize Production Instance
- Reset Number Sequences
- Execute Data Conversion Routines
- Conduct Reconciliation Procedures
- Obtain Final Cut Over Approval
- Go-Live

4. Additional Professional Services and Cost.

4.1. 1-20 ISU	\$ 1320 per ISU
4.2. 21-40 ISU	\$ 1240 per ISU
4.3. 41-60 ISU	\$ 1160 per ISU
4.4. 61-80 ISU	\$ 1080 per ISU
4.5. 81-100 ISU	\$ 1000 per ISU
4.6. 101 + ISU	\$ 900 per ISU

ISU (Implementation Service Units) are 8-hour units that may be used for any elements in the Innoprise Innablement implementation methodology, such as: Innitiate (Project Kickoff and Solution Validation), Innstall (System Installation), Innput (Functional Configuration), Innovate (Technical Development and Enhancements), Innsure (Testing), Innstruct (Training), Innstitute (Go-Live Support), Program Governance, Project Management, Change Management, and Knowledge Transfer.

Acknowledged and Agreed to By:

CUSTOMER

PAUL G. GRIMES

Customer Printed Name and Title

[Signature]
Customer Signature

9/15/10
Date

INNOPRISE

Ann M. Harward, Accounting Manager

Innoprise Printed Name and Title

[Signature]
Innoprise Signature

9/19/10
Date

Schedule C
"Support Services and Fees"

This schedule is part of the **INNOPRISE SOFTWARE, INC. Software License and Services Agreement** (the "Agreement"), dated the 15th day of September, 2010, by and between Innoprise Software, Inc. ("Innoprise") of 555 Eldorado Blvd., Suite 100, Broomfield, Colorado 80021 and Customer.

NOW THEREFORE, the parties agree as follows:

1. Standard Support Services. Innoprise shall provide the Services specified in the following section of this Schedule. All services will be planned annually with Innoprise and the Schedule will be amended reflecting any changes.

1.1. Error Reporting. Customer shall report any Defects to Innoprise by telephone or email.

1.2. Enhancements. Customization of Enhancements requested by Customer or customization of Enhancements required to adapt or conform Enhancements to Innoprise Software shall occur under the Schedule(s) and planned annually with Innoprise.

1.3. Telephone and Email Support. Innoprise shall provide telephone and email assistance to Customer with respect to use of the Innoprise Software and to resolve Defects at telephone numbers and email addresses designated by Innoprise from time-to-time. Support will be available from 9 a.m. to 8 p.m. EST, Monday through Friday, excluding U.S. Holidays.

1.4. Severity Levels for Errors. Innoprise shall use reasonable efforts to address the Severity Levels set forth below in the time period described below:

Severity 1: Destroys data or software or causes the application or system to be unavailable to use in a "live" production environment.

Severity 2: Prevents use of one or more functions or causes the products not to perform as required.

Severity 3: Impedes, but does not prevent, the use of one or more essential functions. May cause the product not to perform in accordance with the product design or specifications.

Severity 4: Impedes the use of non-essential functions or is a cosmetic-related problem.

1.6. Response Time Goals:

Severity 1: Fix or work-arounds available in twenty-four (24) hours or daily updates until resolution. Resolution usually in the form of patch for system critical errors or the next Update.

Severity 2: Fix or work-arounds available in forty-eight (48) hours or as soon as is reasonably possible, but no later than next regular Update or as patch in extreme cases.

Severity 3: Response available in 1 week. Fix available in next or future Update as appropriate.

Severity 4: Fix in the future Update or Enhancement if required.

2. Limitation on Standard Support Services.

2.1. Innoprise Defects. If Customer notifies Innoprise of a problem and Innoprise correctly determines that the problem is due to Customer's intentional or improper use of the Innoprise Software (as opposed to a Defect in the Innoprise Software), Innoprise shall have no obligation to take any action to correct the problem. At Customer's request Innoprise will make a "best effort" attempt to correct the problem, and Customer shall pay Innoprise then current time and materials rate for all services provided and all expenses of Innoprise associated with performance of those services, whether or not the problem is correct.

2.2. Current Version. Innoprise's obligations under the Schedule shall only apply to the Current Release. However, Innoprise shall support the immediately prior release ("Prior Release") for three (3) months following the release of the Current Release. During this period, Innoprise's sole obligation with respect to the Prior Release shall be to ensure that the Prior Release continues to function in the manner in which it functioned on the date that Innoprise made available the Current Release.

2.3. Data. Innoprise shall have no responsibility for loss of data or damage to Customer's data. Customer shall take all necessary steps to backup its data.

3. Additional Support. Additional Support Services including on-site support, which may be requested by Customer or necessary to maintain the Innoprise Software or Third Party Software and which is agreed to by Innoprise shall be provided under a separate Services Schedule at Innoprise then current rates plus expenses.

4. Customer's Obligation.

4.1. First Level Support/Single Point of Contact. All communications relating to the Services hereunder shall be supervised, coordinated, and undertaken by no more than one (1) designated person per Customer work-shift who shall act as a single point of contact between Customer and Innoprise. All problems must be researched by said contact person before contacting Innoprise. Point of Contact must provide accurate information and the necessary resources to help Innoprise address the support issue.

4.2. Network Connection and Infrastructure. Provide Innoprise access to Customer network, servers, and infrastructure resources for remote technical assistance by Innoprise. Customer must provide all necessary infrastructure and hardware to operate the Innoprise Software.

4.3. Training. In the Event that following the first three months of the successful implementation of each application, Customer's Telephone or Email Support Calls excessive, Customer and Innoprise shall attempt to determine the reason for the excessive calls or emails. If Customer and Innoprise determine that the excessive Support Calls are a result of inadequate training by Customer, then

Customer shall correct the inadequacy by providing additional training to its Permitted Users by Innoprise at Innoprise's then current rates plus expenses.

4.4. Enhancements. Customer acknowledges and agrees that Enhancements provided by Innoprise pursuant to this Agreement may, in Innoprise's discretion, require additional training of Customer's trainers and Permitted Users. In consideration of Innoprise's continued support of Enhancements in accordance with the terms of this Agreement, Customer agrees to purchase appropriate training with respect to Enhancements at Innoprise's then current rates plus expenses.

5. Support Services and Cost

	Feb. 1, 2011 thru Jan. 31, 2012	Feb. 1, 2012 thru Jan. 31, 2013	Feb. 1, 2013 thru Jan. 31, 2014	Feb. 1, 2014 thru Jan. 31, 2015	Feb. 1, 2015 thru Jan. 31, 2016	Feb. 1, 2016 thru Jan. 31, 2017
License Fees						
Financial Suite (Accounting, Budgeting, Accounts Receivable, General Ledger, Purchasing/Inventory, Asset Management, Payroll/Personnel and Centralized Cash Receipts)	Included	Included	Included	Included	Included	Included
ComDev Suite (Code Enforcements, Occupational Licenses, Building Permits and Citizen Access)	Included	Included	Included	Included	Included	Included
CIS	Included	Included	Included	Included	Included	Included
Work Orders/Facilities Management	Included	Included	Included	Included	Included	Included
Annual Payment Totals	Included in License Fees	Included in License Fees	Included in License Fees	Included in License Fees	Included in License Fees	Included in License Fees

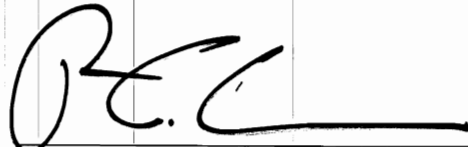
Year Seven of Support will be \$72,750.80 and will not increase by more than 4% annually.

Acknowledged and Agreed to By:

CUSTOMER

PAUL G. GRIMES, VILLAGE MGR.

Customer Printed Name and Title



Customer Signature

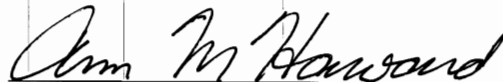
9/15/10

Date

INNOPRISE

Ann M. Harward, Accounting Manager

Innoprise Printed Name and Title



Innoprise Signature

9/9/10

Date

Innoprise Software, Inc.

Invoice

Innoprise Software Inc
 555 Eldorado Blvd., Suite 100
 Broomfield, CO 80021-3470

(303)226-0050
 aharward@innoprise.com

COPY

DATE	INVOICE #
09/09/2010	6253
TERMS	DUE DATE
Net 20 days	09/29/2010

BILL TO
Mary Klinger, MIS Director Village of Orland Park 14700 South Ravinia Orland Park, IL 60462

AMOUNT DUE	ENCLOSED
\$10,000.00	

Please detach top portion and return with your payment.

Sales Rep
Brad

Activity	Amount
<ul style="list-style-type: none"> • Deposit due to start Innoprise support of the following applications: • Financial Suite (Accounting, Budgeting, Accounts Receivable, General Ledger, Purchasing/Inventory, Asset Management, Payroll/Personnel and Centralized Cash Receipts) • ComDev Suite (Code Enforcements, Occupational Licenses, Building Permits and Citizen Access) • CIS • Work Orders/Facilities Management 	10,000.00
TOTAL	\$10,000.00

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Innoprise Software, Inc.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
555 Eldorado Blvd. Suite 100

City, state, and ZIP code
Broomfield, CO 80021

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

6	1	0	6	3	7	5	7	6
---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person Ann M. Hamard Date

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States; or
 - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
- The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity,



CERTIFICATE OF LIABILITY INSURANCE

OP ID KR
INNOF-1

DATE (MM/DD/YYYY)

09/13/10

PRODUCER
Western Group Inc-Denver
6425 West 44th Ave
PO Box 497
Wheatridge CO 80034
Phone: 303-202-0082 Fax: 303-202-0086

INSURED

Innoprise Software, Inc.
Ann Hayward
11001 W 120th suite 260 & 215
Broomfield CO 80021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **The Hartford**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	34SBAVR9921	09/26/09	09/26/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	34SBAVR9921	09/26/09	09/26/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	34SBAVR9921	09/26/09	09/26/10	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	34WECFN4704	11/23/09	11/23/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		Errors and Omissio	34SBAVR9921	09/26/09	09/26/10	E & O \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Village Orland Park is listed as additional insured.

CERTIFICATE HOLDER

CANCELLATION

Village Orland Park
 Att: Annmarie Mampe
 708-403-9212
 14700 So. Ravina
 Ravina IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Jim Howes

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orland-park.il.us

Master

File Number: 2010-0391

File ID: 2010-0391	Type: MOTION	Status: PASSED
Version: 1	Reference:	Controlling Body: Board of Trustees
Department: Finance Department	Cost:	File Created Date : 07/28/2010
Agenda Entry: Replacement of SunGard H.T.E. application Software		Final Action: 08/16/2010

Title: Replacement of SunGard H.T.E. Application Software

Notes:

Code Sections:	Agenda Date: 08/16/2010
Indexes:	Agenda Number:
Sponsors:	Res/Ord Date:
Attachments: Full Innoprise Packet	Res/Ord Number:
Drafter:	Hearing Date:
Department Contact:	Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Finance Department	07/28/2010	INTRODUCED TO COMMITTEE	Finance Committee			
	Action Text: INTRODUCED TO COMMITTEE to the Finance Committee						
0	Finance Committee	08/02/2010	RECOMMENDED FOR APPROVAL	Board of Trustees			Pass
	Action Text: A motion was made by Trustee Kathleen Fenton, seconded by Chairman Edward Schussler, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion CARRIED by the following vote:						
	Notes: <i>MIS Manager Klinger reported that in 1992, the Village purchased and implemented our current H.T.E. system software. At the time the H.T.E. system was one of the best municipal software packages on the market. Since then, the company has undergone multiple ownership changes and is currently owned by SunGard Public Sector. This software has reached end of life and the Village has not received substantial enhancements or improvements to the software in many years despite the hefty maintenance and support fees that are paid to SunGard Public Sector on an annual basis. The system has basically become obsolete and SunGard has not made any functional improvements or kept pace with new technology.</i>						
	<i>Dennis Harward, one of the principals that founded H.T.E. in 1981, originally sold the Village our current software system in 1992. Mr. Harward left H.T.E. in 1999 and in 2003 formed Innoprise Software. Innoprise targets much the same customer base as SunGard but with a much different approach. Instead of the more costly client-server based system that requires a proprietary IBM mid-range computer, Innoprise is a browser-based system that could run on virtually any hardware platform and operating system with the philosophy of empowering the end-user of the system with flexibility and increased productivity without technical knowledge or a special skill set to extract and</i>						

analyze data. Since the Innoprise system is truly browser-based, it does not require any additional software to be installed on the client PC, and user or workstation licensing is not required. Attached you will find an overview of Innoprise Software - the company, its products and information about a number of Innoprise's current clients.

Mr. Harward has approached the Village with a unique proposal that can potentially solve many of the issues that the Village has with the H.T.E. system, provide the Village with additional modules/functionality that H.T.E. does not offer and save the Village a great deal of money in the future, both on annual maintenance costs as well as ancillary costs that the Village incurs because H.T.E. has not kept pace with new technologies that have evolved. Mr. Harward's proposal will provide the Village with their full suite of ERP software and training and implementation services; in exchange for the Village of Orland Park becoming an Innoprise strategic partner and showcase account in the Midwest. This strategic partnership will allow the Village to lock in the price of the Innoprise software for six (6) years; this price will equate to the amount that the Village would pay to H.T.E. for maintenance alone.

Innoprise personnel have vast knowledge of our existing software applications and experience in supporting other SunGard H.T.E. clients. In addition to migrating of all our historical H.T.E. data to the new Innoprise software suite, Innoprise would assume full support and maintenance of the current SunGard H.T.E. system and provide the Village of Orland Park with their full-line of ERP software, implementation and training services.

Innoprise hosted a two-day workshop for Village staff in June to demonstrate their software and staff was very impressed with the ease of getting data out of the system as well as the functions built into the system that normally would require the purchase of an additional module such as employee self service or document management.

The Innoprise Software Proposal includes:

- Immediate support and maintenance of the current SunGard H.T.E. software applications
- Provide on-site review of current workflow as it relates to the utilization of the Village's ERP software
- Providing a full suite of Innoprise Enterprise Resource Planning (ERP) software designed specifically for government entities, including the following:
 - o Financial Suite - Accounting, Budgeting, Accounts Receivable, General Ledger, Purchasing/Inventory, Asset Management, Payroll, Human Resources and Centralized Cash Receipts
 - o Customer Information System for Water, Sewer, and Refuse Billing
 - o Community Development Suite - Code Enforcement, Occupational Licenses, Building Permits, Planning & Engineering and Citizen Access
 - o Work Orders & Facility Management
 - o Document Management & Imaging System - built into the Innoprise system at no additional charge
- Unlimited software usage with no user-based or tiered licensing fees
- Migration of all the historical SunGard H.T.E. data to the Innoprise system
- 436 days of implementation and training services at no additional charge; with the Village paying only for pre-approved travel and lodging expenses while Innoprise personnel are on site
- Help desk and technical support for both SunGard H.T.E. and Innoprise software

With the current H.T.E. system, the Village does not have Citizen Access, Planning & Engineering or Human Resources modules. These modules are included in the suite that Innoprise will provide to the Village; if H.T.E. were to provide these modules, we would have to purchase each module separately, as well as pay additional annual maintenance to support these modules.

The total cost of purchasing and implementing the full Innoprise Software suite, including training and on-going support will be \$72,751 per year for six years; the same amount we are currently paying SunGard H.T.E. for annual maintenance. At the end of the six (6) year term, the Village will continue to pay Innoprise an annual amount of \$72,751 plus a maximum annual increase of 4%. If the Village budget allows, Innoprise is also offering the Village the option of prepaying the six (6) year term at a discounted price of \$349,200, saving the Village an additional \$87,304.

The SunGard H.T.E. maintenance agreement is up for renewal at the end of the year for end user support, technical assistance, software fixes, legally mandated updates and other enhancements that sustain software functionality. Historically, this contract has increased in cost by 5% annually. By moving to the Innoprise system, the Village will save \$58,340 over the six (6) year period in projected

maintenance fee increases and receive all new software with all the features and functionality not available with the exiting SunGard H.T.E. system. In addition, once full implementation has occurred, the Village will save approximately \$21,300 each year on extra hardware and/or software necessary to make the H.T.E. system meet the current needs of the Village.

Staff recommends approval of the Innoprise proposal. Replacing a system such ours through the bid/RFP process could cost us approximately \$1M up-front, plus annual maintenance costs. Innoprise will provide the Village with functionalities that are currently lacking and allow us to operate more efficiently internally, as well as provide on-line citizen access to Village residents, at no more cost than we are already incurring. If approved, staff will begin to work with Innoprise to develop an implementation schedule. Implementation of the various modules will take place over the next six (6) to eighteen (18) months. Although implementation of the various modules will take place over a long period of time, upon contract signing Innoprise will immediately take over support of all H.T.E applications. We will not pay H.T.E. for any support services in FY2011. In addition, as we implement Innoprise, staff will look for ways to integrate other Village software, such as GIS and Class, with the Innoprise system.

Chairman Schussler question how long it would take to transition from HTE over to Innoprise.

MIS Manager Klinger reported that it can be aggressively accomplish within a 12 to 18 month time frame.

Chairman Schussler questioned when the process would begin should the Board approve.

MIS Manager Klinger reported that the processes would begin the next fiscal year when funding would be available.

Director of Finance Mampe reported that the Village will be paying Innoprise the same amount that the Village currently pays H.T.E for maintenance which is \$72,751 per year.

The Village will be saving on the additional costs it incurs for products the Village needs to provide different services. An example would be an employee's W2's and Paystubs which are available online. The Village would not have to pay for that separate service with Innoprise as it would be part of the system.

MIS Manager Klinger stated that Innoprise is also including 435 days of training and implementation services at no additional costs to the Village.

Innoprise would also ask that the Village become a "strategic partner", meaning the Village would become a demonstration site and would give its input into product changes, product development to help steer the development of the software as time goes on.

Chairman Schussler questioned how Innoprise would interface with the GIS system.

MIS Manager Klinger stated that the GIS system will feed the Innoprise system. The primary land data resides in GIS.

Director of Finance Mampe stated that the Village currently has a separate land module that all of the Villages other modules feed off of and is very cumbersome.

Chairman Schussler questioned if Innoprise will have an affect on Legistar.

MIS Manager Klinger stated it would not, Legistar is completely separate.

Trustee Fenton questioned if the turnaround time frame of 12 to 18 month could be done quicker.

MIS Manager stated that it is an aggressive time frame.

Trustee Fenton questioned that in their professional opinion is Innoprise the best company out there.

Director of Finance Mampe stated that for what the Village has in H.T.E SunGard and what the Village would get from Innoprise, the Village would never find it elsewhere for this amount.

Village Manager Paul Grimes stated that any other company would require an upfront fee that the

Village would have to invest and then the ongoing maintenance cost plus the training cost.

From a budget standpoint it would be to no additional cost. The productivity and the ability to adapt it to additional applications is by far advanced from what the Village has today and is inline with what you would get with modern systems.

Aye: 2 Chairman Schussler, and Trustee Fenton

Nay: 0

Absent: 1 Trustee Murphy

1 Finance Department 08/09/2010 INTRODUCED TO Board of Trustees
BOARD

Action Text: INTRODUCED TO BOARD to the Board of Trustees

1 Board of Trustees 08/16/2010 APPROVED

Pass

Action Text: This matter was APPROVED on the Consent Agenda.

Notes: In 1992, the Village purchased and implemented our current H.T.E. system software. At the time the H.T.E. system was one of the best municipal software packages on the market. Since then, the company has undergone multiple ownership changes and is currently owned by SunGard Public Sector. This software has reached end of life and the Village has not received substantial enhancements or improvements to the software in many years despite the hefty maintenance and support fees that are paid to SunGard Public Sector on an annual basis. The system has basically become obsolete and SunGard has not made any functional improvements or kept pace with new technology.

Dennis Harward, one of the principals that founded H.T.E. in 1981, originally sold the Village our current software system in 1992. Mr. Harward left H.T.E. in 1999 and in 2003 formed Innoprise Software. Innoprise targets much the same customer base as SunGard but with a much different approach. Instead of the more costly client-server based system that requires a proprietary IBM mid-range computer, Innoprise is a browser-based system that could run on virtually any hardware platform and operating system with the philosophy of empowering the end-user of the system with flexibility and increased productivity without technical knowledge or a special skill set to extract and analyze data. Since the Innoprise system is truly browser-based, it does not require any additional software to be installed on the client PC, and user or workstation licensing is not required. Included in the Board packet was an overview of Innoprise Software - the company, its products and information about a number of Innoprise's current clients.

Mr. Harward has approached the Village with a unique proposal that can potentially solve many of the issues that the Village has with the H.T.E. system, provide the Village with additional modules/functionality that H.T.E. does not offer and save the Village a great deal of money in the future, both on annual maintenance costs as well as ancillary costs that the Village incurs because H.T.E. has not kept pace with new technologies that have evolved. Mr. Harward's proposal will provide the Village with their full suite of ERP software and training and implementation services; in exchange for the Village of Orland Park becoming an Innoprise strategic partner and showcase account in the Midwest. This strategic partnership will allow the Village to lock in the price of the Innoprise software for six (6) years; this price will equate to the amount that the Village would pay to H.T.E. for maintenance alone.

Innoprise personnel have vast knowledge of our existing software applications and experience in supporting other SunGard H.T.E. clients. In addition to migrating of all our historical H.T.E. data to the new Innoprise software suite, Innoprise would assume full support and maintenance of the current SunGard H.T.E. system and provide the Village of Orland Park with their full-line of ERP software, implementation and training services.

Innoprise hosted a two-day workshop for Village staff in June to demonstrate their software and staff was very impressed with the ease of getting data out of the system as well as the functions built into the system that normally would require the purchase of an additional module such as employee self service or document management.

The Innoprise Software Proposal includes:

- Immediate support and maintenance of the current SunGard H.T.E. software applications
- Provide on-site review of current workflow as it relates to the utilization of the Village's ERP software

- Providing a full suite of Innoprise Enterprise Resource Planning (ERP) software designed specifically for government entities, including the following:
 - o Financial Suite - Accounting, Budgeting, Accounts Receivable, General Ledger, Purchasing/Inventory, Asset Management, Payroll, Human Resources and Centralized Cash Receipts
 - o Customer Information System for Water, Sewer, and Refuse Billing
 - o Community Development Suite - Code Enforcement, Occupational Licenses, Building Permits, Planning & Engineering and Citizen Access
 - o Work Orders & Facility Management
 - o Document Management & Imaging System - built into the Innoprise system at no additional charge
- Unlimited software usage with no user-based or tiered licensing fees
- Migration of all the historical SunGard H.T.E. data to the Innoprise system
- 436 days of implementation and training services at no additional charge; with the Village paying only for pre-approved travel and lodging expenses while Innoprise personnel are on site
- Help desk and technical support for both SunGard H.T.E. and Innoprise software

With the current H.T.E. system, the Village does not have Citizen Access, Planning & Engineering or Human Resources modules. These modules are included in the suite that Innoprise will provide to the Village; if H.T.E. were to provide these modules, we would have to purchase each module separately, as well as pay additional annual maintenance to support these modules.

The total cost of purchasing and implementing the full Innoprise Software suite, including training and on-going support will be \$72,751 per year for six years; the same amount we are currently paying SunGard H.T.E. for annual maintenance. At the end of the six (6) year term, the Village will continue to pay Innoprise an annual amount of \$72,751 plus a maximum annual increase of 4%. If the Village budget allows, Innoprise is also offering the Village the option of prepaying the six (6) year term at a discounted price of \$349,200, saving the Village an additional \$87,304.

The SunGard H.T.E. maintenance agreement is up for renewal at the end of the year for end user support, technical assistance, software fixes, legally mandated updates and other enhancements that sustain software functionality. Historically, this contract has increased in cost by 5% annually. By moving to the Innoprise system, the Village will save \$58,340 over the six (6) year period in projected maintenance fee increases and receive all new software with all the features and functionality not available with the exiting SunGard H.T.E. system. In addition, once full implementation has occurred, the Village will save approximately \$21,300 each year on extra hardware and/or software necessary to make the H.T.E. system meet the current needs of the Village.

Staff recommends approval of the Innoprise proposal. Replacing a system such ours through the bid/RFP process could cost us approximately \$1M up-front, plus annual maintenance costs. Innoprise will provide the Village with functionalities that are currently lacking and allow us to operate more efficiently internally, as well as provide on-line citizen access to Village residents, at no more cost than we are already incurring. If approved, staff will begin to work with Innoprise to develop an implementation schedule. Implementation of the various modules will take place over the next six (6) to eighteen (18) months. Although implementation of the various modules will take place over a long period of time, upon contract signing Innoprise will immediately take over support of all H.T.E. applications. We will not pay H.T.E. for any support services in FY2011. In addition, as we implement Innoprise, staff will look for ways to integrate other Village software, such as GIS and Class, with the Innoprise system.

Aye: 6 Trustee Murphy, Trustee Fenton, Trustee O'Halloran, Trustee Dodge, Trustee Gira, and Village President McLaughlin

Nay: 0

Absent: 1 Trustee Schussler

Text of Legislative File 2010-0391

..Title

Replacement of SunGard H.T.E. Application Software

History

In 1992, the Village purchased and implemented our current H.T.E. system software. At the time the H.T.E. system was one of the best municipal software packages on the market. Since then, the company has undergone multiple ownership changes and is

currently owned by SunGard Public Sector. This software has reached end of life and the Village has not received substantial enhancements or improvements to the software in many years despite the hefty maintenance and support fees that are paid to SunGard Public Sector on an annual basis. The system has basically become obsolete and SunGard has not made any functional improvements or kept pace with new technology.

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On August 2, 2010, this item was reviewed and approved by the Finance Committee and referred to the Board for approval.

Financial Impact

Funding for the purchase and support of the Innoprise system in the amount of \$72,751, will be requested in the FY 2011 budget and in the five following fiscal years. This amount, plus additional expenses necessary to operate the H.T.E. system will be necessary in each of these fiscal years should we choose to remain with the Village's current H.T.E. system.

Recommended Action/Motion

I move to waive the bid process.

And

I move to approve an agreement with Innoprise Software, Inc. whereby Innoprise will assume support of the Village's current SunGard H.T.E. software system, provide their complete suite of software, data migration services, implementation and training services, and provide annual software support and upgrades to the Village of Orland Park for a total of \$436,505 over a six-year term and authorize the Village Manager to execute the agreement.