

## *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  
April 29, 2011 - Harris Computer acquired Innoprise.

*Monday, July 18, 2011*

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Village of Orland Park  
Attn: Mary Klinger  
14700 South Ravinia  
Orland Park IL 60462

**Subject: Notice of Contract Assignment**

Dear Mary:

On April 29, 2011, N. Harris Computer Corporation and its wholly owned subsidiary Harris Systems USA Inc. (together "Harris") acquired certain of the intellectual property and other assets of Innoprise Software, Inc. ("Innoprise").

Following the completion of the transaction, Innoprise customers will receive a Notice of Contract Assignment. This Notice of Contract Assignment reflects the transfer of the contractual relationship from Innoprise to Harris Systems USA Inc. as of April 29, 2011 for the Software License and Services Agreement (the "Agreement") between Innoprise and Village of Orland Park (referred to below as the "Customer") dated 9/15/2010.

Harris requires the execution and return of the following confirmation and acknowledgement in relation to Harris' ongoing performance of the Agreement:

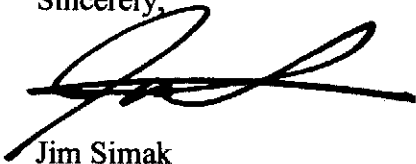
- (cxxvii) The Customer acknowledges that pursuant to the transaction, Harris has acquired the software assets of Innoprise, consisting of Innoprise Financials, HR/Payroll, CIS, Tax, Citizen Access portal, Central Cash Receipting, Work Orders, and Community Development for Business Permits, Planning & Zoning, Code Enforcement, and Occupational Licenses. The Customer further acknowledges that the Agreement has been assigned from Innoprise to Harris Systems USA Inc.
- (cxxviii) The Customer confirms that it understands and has full knowledge that Harris and SunGard Public Sector Inc. ("SunGard") are competitors, and acknowledges that it is fully aware that SunGard does not authorize, approve, support or endorse Harris in any way or in any capacity, including in respect of any support services which Harris may provide relating to the Customer's use of the NaviLine suite of applications. The Customer further confirms and agrees that notwithstanding any terms or agreements to the contrary, any software support services which may be provided by Harris to the Customer shall not require, and shall specifically exclude, any provision of, access to, or modification of the source code for the Naviline suite of applications or any other property of Sungard.

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(cxxxix) The Customer further acknowledges and agrees that it has the sole and exclusive responsibility and obligation for obtaining and providing to Harris any third party consents or approvals ("Third Party Consents") which may be necessary for Harris to access, use and/or modify any applications or products used by the Customer that are not owned by Harris. The Customer agrees that it will indemnify Harris, its affiliates, and subcontractors from and against any and all claims, liabilities or damages (including reasonable attorneys' fees and costs) incurred by Harris which arise from a breach by the Customer of the foregoing obligation. The Customer further agrees that Harris will be relieved of the performance of any obligations under the Agreement to the extent that any such obligations cannot be legally performed by Harris as a result of the Customer's failure to promptly obtain and provide to Harris any such Third Party Consents.

Your signature below indicates acceptance and acknowledgment of the terms set out in this Notice of Contract Assignment. Please sign below and scan and/or fax the signed letter to Glendia Bursey – [gbursey@harriscomputer.com](mailto:gbursey@harriscomputer.com) or (613) 226-3377 at your earliest convenience. Please note that any updated insurance certificates required by the Agreement will be provided to the Customer within the next 90 days.


Sincerely,



Jim Simak  
General Manager  
MS Govern, a Division of Harris Computer Systems  
[jsimak@harriscomputer.com](mailto:jsimak@harriscomputer.com)  
904.485.3926

ACKNOWLEDGED, AGREED TO, AND ACCEPTED BY:

Village of ~~Orland Park~~

By:  \_\_\_\_\_

Name: Paul G. Grimes

Title: Village Manager

Date: 7/14/11