



## SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License and Support Agreement is entered into on 15th December, 2014 (the "Effective Date") between CityView, a division of N. Harris Computer Corporation, an Ontario Corporation and wholly owned subsidiary of Constellation Software Inc. (hereinafter "CITYVIEW" or "CityView"), and the Village of Oak Park, IL (hereinafter called the "Licensee").

Whereas CityView and Licensee entered into a Contractual Services Agreement dated 15th December 2014 for the provision of certain professional services [in preparation of the license of certain CityView software to Licensee] (the "Contractual Services Agreement");  
Whereas CityView proposes to license its software application to Licensee on the terms and conditions set out in this Agreement;  
Whereas CityView desires to provide the Licensee with support and maintenance services related to its software application on the terms and conditions set out in this Agreement;  
Whereas the Licensee has received the proper approvals such that it will license the software application;

Now therefore, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the two parties agree to the following:

### 1. DEFINITIONS

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings, and to the extent that any capitalized words are not defined in this Agreement but in the Contractual Services Agreement, then those words shall have the meaning ascribed to them in those respective agreements with priority being assigned to the Contractual Services Agreement:

- (a) "Agreement" means this Software License and Support Agreement, including all of its Exhibits and all instruments supplementing, amending or confirming this Agreement.
- (b) "Designated Computer System" shall mean the Licensee's platform and operating system environment which is operating the Software.
- (c) "Documentation" shall mean user guides, operating manuals, technical manuals, supporting materials, and other information relating to the use of the Software, whether distributed in print, magnetic, electronic, or video format.
- (d) "Software" shall mean the licensed CityView application software containing the system modules identified in the attached Schedule A, including any updates provided subsequent to this Agreement, and including all copies made by the Licensee.
- (e) "Source Code" of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation

### 2. EXHIBITS AND SCHEDULES

The Exhibits and Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement and shall be limited in their effect only as such Exhibit or Schedule may explicitly state therein.

Schedule "A" -	Software & Maintenance Fees, Payment Milestones and Deliverables
Schedule "B" -	CityView Escrow Services Agreement
Schedule "C" -	CityView Service Level Agreement
Schedule "D" -	Equal Employment Opportunity

### 3. LICENSE

Subject to the terms and conditions of this Agreement including, without limitation, the payment of the License Fees and Support and Maintenance Fees as described in Schedule "A", CityView hereby grants the Licensee a non-transferable, non-exclusive and limited license during the Term to:

- (a) Use the Software on Licensee's Designated Computer System. The Software is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) of that computer;
- (b) Copy the Software into any machine readable or printed form for back-up, archival or modification purposes in support of the Licensee's use of the Software on the Designated Computer System PROVIDED THAT:
  - (i) the Licensee shall maintain a record of the number and location of copies made; and
  - (ii) the copies, together with the original, shall remain the property of CITYVIEW.
- (c) The parties may add additional modules of software to be subject to the terms of this Agreement at any time. Such modules shall be added in a new schedule to this Agreement and shall reference this subsection. The schedule may be referenced in the statement of work or service agreement that will provide the installation and other services required for the installation of the modules referenced therein, together with whatever other services are required. Upon the execution of such an agreement adding an additional schedule that adds new modules to be subject to this Agreement, the definition of Software will be amended to include such modules and all of the terms and conditions of this Agreement shall immediately apply to those modules (including any support provisions) as of the effective date of the schedule or the applicable agreement.
- (d) License Fees. In consideration of the license rights granted herein, Licensee agrees to pay the license fees set out in Schedule "A" (the "License Fees"). The parties agree that the payment of the License Fees are due in accordance with the milestone payment schedule set out in Schedule A to this Agreement, except that in no case shall the license fees be paid later than after the full installation and acceptance by the Licensee of the Software. The license fees for any new modules that are added to and become subject to this Agreement as described in subsection 3(c) above shall be paid in the manner described in the Schedule or the related agreements, but in no case later than after the full installation and acceptance by the Licensee of the module(s).



(e) The license rights granted herein and the other terms and conditions of this Agreement do not apply to any third party software listed in Schedule A to this Agreement. Such third party software is licensed pursuant to and subject to all of the terms and conditions set out in the applicable third party license agreements for such software. For greater certainty and without limiting the generality of the foregoing, CityView makes no warranties, express or implied with respect to the third party software, including without limitation, their merchantability or fitness for a particular purpose and CityView accepts no liability of any kind whatsoever with respect to third party software. A "module" can be either a PreBuilt or an Add-in as referenced in Schedule "A".

#### **4. LICENSE RESTRICTIONS**

- (a) Without limiting the generality of the License granted in Section 3 and any other restrictions listed in this Agreement, Licensee shall not, and will not allow, direct or authorize any other party to:
- (i) use the Software for any purpose other than in connection with Licensee's primary business or operations;
  - (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software;
  - (iii) attempt to reconstruct or discover the Source Code of the Software or to otherwise convert it into human readable code or to either permit or assist others in such activities;
  - (iv) modify or create derivative works of the Software;
  - (v) allow, directly or indirectly, the use of the Software by any party except to subcontractors, citizens, and Village contractors as permitted under this Agreement;
  - (vi) rent, lease, lend, or use the Software for timesharing or bureau use;
  - (vi) allow a third party to copy, access, or use the Software; or
  - (viii) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. Licensee shall be wholly liable to CITYVIEW for any misuse of the Software and these restrictions are absolute except as and only to the extent that this Agreement may expressly permit CityView to do otherwise. Licensee requires a separate License for each environment into which the Software or any portion thereof is read in machine-readable form for operation on such Designated Computer System in a production environment. Each License permits the Licensee to use the Software in (1) any number of Test Environments, (2) any number of training environments and (3) on a back-up or disaster recovery system as required by Licensee's standard back-up and recovery procedures or as is required by legislation and regulation.
- (b) The Software and related materials supplied by CITYVIEW are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by CITYVIEW remain with CITYVIEW. Use of the Software and related materials supplied by CITYVIEW is subject to the applicable copyright laws and the express rights and restrictions of this Agreement. Any rights not expressly granted herein are reserved. Licensee may not remove any copyright, trademark or other proprietary notices from the Software and related materials supplied by CITYVIEW and shall preserve such copyright, trademark or other proprietary notices on any authorized copies.

#### **5. SUPPORT**

In consideration of payment of the annual support and maintenance fee set out in Schedule "A" (the "Support and Maintenance Fees"), CITYVIEW will provide:

- (a) Priority response on support requests regarding the Software, as described in the CityView Service Level Agreement Attached as Schedule "C";
- (b) Remote diagnosis of operational issues related to the Software, provided that the Licensee has obtained, at its cost, the necessary software, hardware and instruction to allow CITYVIEW to provide such assistance.
- (c) Updates and related support services for the licensed Software at no extra charge except for magnetic media and courier costs, these updates to include minor changes, enhancements, improvements, and problem resolutions;

In consideration of the services set out above, the Licensee agrees to pay the Support and Maintenance Fees in accordance with the payment schedule set out in Schedule "A". For each of the first five years, the Support and Maintenance Fees for each Renewal Term will not increase by more than the CPI index for the prior year, or 3 percent, whichever is less. During either the Initial Term or during any Renewal Term, the Support and Maintenance fees may be further increased by CityView if new modules are added to and become subject to this Agreement as described in subsection 3(c) above, but only to reflect to the actual increased costs of the new modules. When the Support and Maintenance fee for new modules is added, it may be a pro rata amount for the duration of the then existing term; the yearly permitted increase shall be on an amount that is calculated as if the module's related Support and Maintenance fee was for the whole year term.

#### **6. SOURCE CODE ESCROW AGREEMENT**

In the event that Licensee wishes to have the source code to the Software deposited in an escrow account for Licensee's benefit, Licensee shall execute the Escrow Agreement attached hereto as Schedule "B". If executed, the Escrow Agreement shall govern the terms and conditions whereby Licensee could gain access to the Software source code for the purpose of maintaining and supporting the Software. Licensee shall be solely responsible for the costs associated with the Escrow Agreement.

The Licensee shall be a beneficiary under the escrow agreement between CITYVIEW and the escrow agent. The escrow agent shall inform Licensee under the terms of the escrow agreement by letter each time the Source Code has been updated by CITYVIEW. Licensee shall have the right to seek equitable relief, including specific performance and injunctive relief, against CITYVIEW to update the Source Code with the escrow agent. All fees associated with such action shall be payable in accordance with the decision of the court.

#### **7. TERM & TERMINATION**

- a) The license granted herein commences on the Effective Date of this Agreement and is for a duration of one (1) year (the "Initial Term"). The license granted herein shall renew automatically concurrently with the proper renewal of the support and maintenance terms in section 5 (each a



"Renewal Term"), failing which this Agreement shall automatically terminate. The Initial Term and each Renewal Term shall collectively be referred to as the "Term".

- b) This Agreement may be terminated by Licensee at any time by providing CityView with written notice only where the Licensee has terminated the Contractual Services Agreement in accordance with its terms. Otherwise, the Licensee may only terminate this Agreement prior to the completion of the services under the Contractual Services Agreement where the CityView has materially breached its obligations under this Agreement and failed to remedy such breach as permitted hereunder.
- c) CityView may terminate this Agreement immediately upon written notice to that effect where Licensee fails to comply with its obligations of confidentiality or violates or misappropriates any intellectual property or other proprietary right of CityView. CityView may terminate this Agreement in accordance with the Contractual Services Agreement, unless that agreement states otherwise, up to the time of communication of the obligations under section 4 of this Agreement, whereby CityView must notify the Licensee in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Licensee must correct the default at no additional cost to the CityView, or issue a written notice of its own disputing the alleged default, in either case within ten (10) days immediately following receipt of a Default Notice.
- d) If the Licensee fails to correct the default, or issue a notice disputing the alleged default, in either case within ten (10) days following receipt of the Default Notice, the CityView may terminate the whole of this Agreement including the grant of license to the Software and in such case the Licensee will be responsible for payment to the CityView of only that part of the fee earned by the CityView for that part of the Services performed in accordance with the Contractual Services Agreement, unless that agreement states otherwise, up to the time of communication of such notice of termination to the Licensee and the entire License Fee for all Software that was fully installed on the Designated Computer System. Once a dispute has been settled, to the extent that any issues still remain unresolved in the Default Notice, Licensee shall have ten (10) days to remedy such breach following the date of the settlement of the other issues.

## **8. CITYVIEW'S PROPRIETARY RIGHTS**

The grant of the license herein contained permits the limited use of the Software by the Licensee. Title to and all intellectual property rights in and to the Software, its name, logo and computer stored data shall remain exclusively with CITYVIEW.

The Licensee hereby acknowledges that the Software and the Documentation is the property of CITYVIEW and that the Software constitutes a CITYVIEW trade secret, and agrees to exercise the same due care and diligence in safeguarding the SOFTWARE, the Documentation and CityView's proprietary interest as it takes to safeguard its own confidential or proprietary information and such care shall not be less than would be taken by a reasonable person to safeguard its own confidential or proprietary information.

The Licensee also acknowledges that any negligence or deliberate violation of this Agreement on its part which results in failure to protect CityView's proprietary interest in the Software shall actually and materially damage CITYVIEW.

In order to ensure compliance with the terms of this Agreement, CITYVIEW shall be entitled, upon reasonable notice to Licensee and subject to CityView's compliance with Licensee's reasonable security measures, to enter upon the Licensee's premises during normal business hours and require the Licensee to produce such information, records and documents as may be required to ascertain compliance.

CITYVIEW may revise or update the Software from time to time but shall have no obligation to provide such revision or update to the Licensee, unless the Licensee has paid in full the Annual Support and Maintenance fee.

## **9. LIMITED WARRANTY OF PERFORMANCE**

CityView warrants to Licensee that:

- (a) the Software shall function as described in the user documentation accompanying the Software if the Software is properly used in accordance with CityView's instructions.
- (b) the Software (including Software updates) will be provided via electronic delivery.

The warranty above is void if the Licensee modifies the Software without the written consent of CityView. Examples of such modifications include, but are not limited to, the de-compiling and modifying of the source code, and tampering with the base set-up of the system.

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Except as specifically provided above, to the greatest extent permitted by law, the Software is licensed "as is" and there are no warranties, representations or conditions, expressed or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade or otherwise, regarding them or any other product or service provided hereunder or in connection herewith. CityView expressly disclaims all other warranties in the Software, including, but not limited to the implied warranties of merchantability, merchantable quality, title or non-infringement or fitness for a particular purpose. The Licensee assumes sole responsibility for the selection of the Software to achieve the Licensee's intended results, use and results obtained from the Software. CityView assumes sole responsibility for the installation of the Software pursuant to the terms of the Contractual Services Agreement which is executed concurrently with this Agreement.

Licensee's recourse in the event the Software does not conform to the applicable documentation is the repair and replacement of the Software or terminate the Agreement upon event of default that occurs within 90 days after the go-live date. The Licensee agrees to allow CityView the opportunity to make repeated efforts within a reasonable time to correct programming errors or malfunctions as warranted in this Agreement.

## **10. INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

In the event there is a third party claim against Licensee alleging that Licensee's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States patent, copyright, trade-mark or trade secret, CityView shall, at its expense, defend Licensee and pay any final judgment against Licensee or settlement agreed to by CityView on Licensee's behalf; provided that Licensee promptly notifies CityView of any such claim or proceeding and shall give CityView full and complete authority, information, and assistance to defend such claim or proceeding. This indemnity is only effective where (i) Licensee has not made any admissions or begun settlement negotiations either prior to or after providing notice to CityView of the applicable claim except with CityView's prior written consent, (ii) CityView shall have sole control of the defense of any claim or proceeding and all





negotiations for its compromise or settlement, and (iii) Licensee has not modified the Software in any manner whatsoever except with the prior written consent of CityView. Any breach by Licensee of its covenants under this section 10 shall nullify this indemnity but not the sole right of CityView to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith. In the event that the Licensee's use of the Software is finally held to be infringing or CityView deems that it may be held to be infringing, Licensee agrees that the sole remedy available to it is that CityView shall, at CityView's election: (1) procure for the Licensee the right to continue use of the Application Software; or (2) modify or replace the Software so that it becomes non-infringing.

The foregoing states CityView's entire liability, and the Licensee's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other property interest rights relating to the Software, or any part thereof or use thereof. CityView's obligations under this Section 10 shall survive the termination and/or expiration of this Agreement.

Licensee may, at Licensee's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

## **11. REMEDIES AND LIABILITY**

- (a) The Licensee and the CITYVIEW recognize that circumstances may arise entitling the Licensee to damages for breach or other fault on the part of CITYVIEW arising from this Agreement. The parties agree that in all such circumstances the Licensee's remedies and CityView's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
  - (i) EXCEPT FOR DAMAGES ARISING OUT OF (a) CITYVIEW'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (b) CITYVIEW'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT CITYVIEW'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT AND THE CONTRACTUAL SERVICES AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE SIX HUNDRED THOUSAND DOLLARS.
  - (ii) IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
  - (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, FUNDMENTAL BREACH OR TORT.
- (b) Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Licensee for liabilities of CITYVIEW arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

## **12. INJUNCTIVE RELIEF**

The Licensee agrees that the breach of any term, provision or condition of this Agreement by the Licensee may cause irreparable damage to CITYVIEW in which case an award of damages may not be adequate relief to CITYVIEW. Therefore, the Licensee agrees that in addition to all the remedies available to CITYVIEW in the event of any breach of this Agreement by the Licensee, CITYVIEW shall have the right to obtain timely injunctive relief to protect its proprietary right.

## **13. GOVERNING LAW**

The validity and interpretation of this Agreement and each clause and part thereof shall be governed by the law of the State of Illinois and any action or dispute related to this Agreement shall be conducted in Illinois without reference to principles of conflict of laws, to which both parties agree. Section 4 and Sections 8 through 18, and any other provisions of this Agreement which are required to ensure that the parties fully exercise their rights and obligations hereunder shall survive the termination or expiration of this Agreement. The Parties hereby waive the right to trial by jury in any action, proceeding or counterclaim filed by any party. This Agreement expressly excludes any applicable Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable.

## **14. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed on by the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. Provisions of a Licensee purchase order or similar document are not applicable to the extent that they conflict with the terms of this Agreement. Under no circumstances shall the provisions of a purchase order supersede those of this Agreement. For further clarification, the parties agree that the Contractual Services Agreement being entered into between the parties concurrently with this Agreement is a separate agreement and is binding in its own right and upon its own terms.

## **15. RIGHT TO ASSIGN**

Neither party shall be able to assign the agreement or interest(s) herein without written consent of the other party, said consent to not unreasonably be withheld except that CityView may assign its interest in the Agreement without consent to any successor entity (whether by way of merger, sale of assets, or otherwise) where that successor entity is bound by the terms of this Agreement.



**16. SUCCESSORS AND ASSIGNS**

This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

**17. SEVERABILITY.**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

**18. WAIVER.**

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by other parties shall give the other any contractual right by custom, estoppel, or otherwise.

**19. Intentionally left blank**

**20. Allocation of Risk.**

Licensee acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Licensee and CityView and set forth an allocation of risk reflected in the fees and payments due hereunder.

IN WITNESS WHEREOF, Licensee and CITYVIEW have executed this Agreement to be effective on the Effective Date as evidenced by dual signature below.

**VILLAGE OF OAK PARK**

**CITYVIEW**

  
By: Cara Pavlicek  
Its: Village Manager

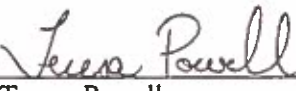
  
By: Sean Higgins  
Its: Executive Vice President

Date: 12/11/14

Date: 12/15/14

**ATTEST**

**ATTEST**

  
By: Teresa Powell  
Its: Village Clerk

  
By: Susan McCormick  
Its: Vice President, Business Operations

**REVIEWED AND APPROVED  
AS TO FORM**

  
**LAW DEPARTMENT**

## SCHEDULE A

Software & Maintenance Fees, Payment Milestones and Deliverables related to the original configuration and implementation schedule is available upon request. (68 pages)

# CityView/Harris Computer Systems

## Escrow Services Agreement

SERVICES AGREEMENT by and between CityView ("CityView"), a division of Harris Computer Systems Corporation, a Canadian Corporation and wholly owned subsidiary of Constellation Software, Inc., having offices at #4464 Markham St – Suite 2307, Victoria, BC, V8Z 7X8 and Village of Oak Park ("Customer"), having offices at 123 Madison Street, Oak Park, Illinois 60302, is made and entered into as of the 15th day of Month December, 2014.

### PREAMBLE

### WHEREAS:

- a) CityView owns or has the right to license certain Software ("Programs"); and
- b) CityView provides software escrow services ("Escrow Services") to its licensees and is willing to provide such services to Customer on the terms and conditions specified in this Agreement; and
- c) Customer has licensed the Software ("Programs") specified in the Contractual Services Agreement dated 12/15, 2014
- d) The initial Support and Maintenance period specified in the Contractual Services Agreement has not expired or the Customer has made timely renewal payments;

THEREFORE in consideration of the premises and of the mutual covenants herein set forth, the parties agree as follows:

PROGRAMS	ANNUAL FEES	UPDATE FEES
As specified in the Contractual Services Agreement	\$1,500	\$500

### SECTION 1: CITYVIEW PROGRAMS

- 1.1 "Program" means the software application(s) set in the Contractual Services Agreement or otherwise made available by CityView or use by the Licensee as a part of this Agreement.

### SECTION 2: ESCROW SERVICES

- 2.1 **Term:** Escrow Services will commence on the date of execution of this Agreement and will continue as long as the Customer is covered by Support and Maintenance pursuant to the Software License and Support Agreement and any Support and Maintenance Service Agreement entered into between the parties and so long as the Customer has paid the applicable Escrow Service Fees. Escrow Services will terminate automatically upon the termination of the Software License and Support Agreement or of an applicable Contractual Services Agreement, Service Agreement, or upon non-payment of Support and Maintenance fees or Escrow Services Fees.
- 2.2 **Charges:** The fee for the first delivery of the Escrow Materials will be the Annual Fee. Subsequently, the Annual Fee will be billed as a supplementary charge to the Support and Maintenance fees under the same payment terms. Should Customer request Escrow Materials outside the normal release update cycle, the Update Fee will apply.
- 2.3 **Delivery of Escrow Materials:** "Escrow Materials" is defined as a sealed package containing a copy of the Program's source code on CityView supported electronic medium in the format and system environment used by CityView and Customer in its own operation to generate object code, together with a copy of the existing systems documentation developed for the Programs and the specifications for the operating environment and software tools required to make effective use of the source materials. Escrow Materials will be shipped within ten (10) days of the initial payment of the Annual Fees to CityView's then current Escrow Agent, Jones Emery Hargreaves Swan, Suite 1212 - 1175 Douglas Street, Victoria, B.C., V8W 2E1. Subsequently, provided Customer has maintained payment of the Support and Maintenance fees and Escrow Services Annual Fees, the existing Escrow Materials will be exchanged for a replacement set comprising the then-current source and documentation and shall again be placed with CityView's then current Escrow Agent, such exchange occurring as soon as practical following the shipment of a new release of the Programs.
- 2.4 **Access to Escrow Materials:** Escrow Materials shall remain in a sealed package and shall be held, in trust, by CityView's Escrow Agent. Customer shall be entitled to verify with the Escrow Agent that the Escrow Materials (namely the sealed package containing the then current source code) have been placed with CityView's Escrow Agent. However, Customer shall not be entitled to access the Escrow Materials unless and until one of the following events occur:
- a) CityView is unwilling or unable to complete modifications to the programs which are required to allow Customer to comply with regulatory or legal requirements which are beyond the control of Customer; or
  - b) CityView takes advantage of the insolvency laws of any jurisdiction; or
  - c) CityView makes an assignment in bankruptcy or is adjudicated as bankrupt pursuant to section 7 of the United States Code; or
  - d) CityView makes a general assignment for the benefit of its creditors; or

- e) CityView has a receiver, administrator or manager of its property, assets or undertakings appointed in such circumstances as would adversely affect the continuing use by Customer of the Software specified in the Contractual Services Agreement; or
- f) CityView is ordered by any Court of competent jurisdiction to be wound up; or
- g) CityView becomes insolvent; or
- h) CityView ceases doing business as a going concern.

2.5 Warranties of CityView: Provided Customer complies with the terms of the Software License and Support Agreement and all Supplements and Addendums thereto and pays the agreed Support and Maintenance fees, CityView will, to the extent that it is still supplying such services to other customers, warrant that the Escrow Materials and replacement Escrow Materials delivered under this Agreement will be complete, accurately reflect the most current version of the source code of the Programs used by Customer, incorporate all changes made to the Programs or the source code thereof from the previous time the Escrow Materials were delivered to CityView's Escrow Agent under this Agreement, and contain no passwords or other devices that would prevent or prohibit the use of the Escrow Materials at any time should an event in s.2(4) occur.

2.6 CityView's Intellectual Property: Customer acknowledges that the Escrow Materials are and shall remain solely CityView's property (tangible and intellectual). Customer furthermore acknowledges that any breach or violation of this Agreement would cause CityView irreparable harm and that legal remedies, in themselves, may not adequately remedy such breach or violation. CityView therefore shall be entitled to pursue, in addition to any legal remedy available to it, all equitable remedies (including injunctive relief and specific performance). Customer hereby warrants that it shall not attempt to access, except pursuant to the provisions of this Agreement, the Escrow Materials and replacement Escrow Materials delivered under this Agreement to CityView's Escrow Agent. Even in the event of access to the Escrow Materials by Customer pursuant to s.2(4), Customer acknowledges that it shall only be entitled to use the source code and documentation in the same manner in which Customer is permitted to use the object code of the Programs as specified in the License, with the additional license to modify the source code and convert it to executable object code. In particular, without restricting the generality of the foregoing, the release, modification, enhancement, or alteration of the Escrow Materials does not alter CityView's complete and sole ownership of all property rights in the Programs and Customer shall sign all written instruments to this effect if required by CityView or an agent acting on behalf of CityView. Customer furthermore acknowledges that any resultant modification or enhancement to the Escrow Materials shall become CityView's intellectual property and Customer shall sign all written instruments to this effect.

### SECTION 3: PAYMENT

3.1 Excepting the initial invoice that is due upon execution of this Agreement, all fees shall be paid within thirty (30) days after receipt of the invoice. Customer shall pay all applicable shipping charges and taxes, exclusive of CityView's income and corporate franchise taxes. If any invoice is not paid within thirty (30) days, Customer shall pay a late payment charge of 1% per month on the unpaid amount, together with the amount of the original invoice. Customer shall reimburse CityView for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts owed by Customer.

### SECTION 4: TERMINATION AND DEFAULT

- 4.1 Termination: At Customer's option, this Agreement may be terminated by providing notice in writing to CityView at least thirty (30) days prior to an annual Escrow Services renewal date. Upon termination, CityView's Escrow Agent shall return all Escrow Materials to CityView and any and all rights enjoyed by Customer hereunder shall automatically and immediately terminate.
- 4.2 Remedy of Default: This Agreement may be terminated by either party if the other fails to perform or comply with any provision of this Agreement, provided that a party intending to terminate under this provision will provide written notice of the applicable default to the defaulting party, and termination based thereon will only be effected if the defaulting party fails to rectify the specified default within sixty (60) days after receipt of such notice. Upon the occurrence of an Event of Default by CityView and failure by CityView to remedy, if Customer elects not to terminate this Agreement, then the Customer shall be entitled to have access to the Escrow Materials currently in CityView's Escrow Agent's possession and the Escrow Materials will, subject to the provisions of s. 2(6) hereof, be released from the escrow restrictions forthwith.

### SECTION 5: GENERAL PROVISIONS

- 5.1 Assignment: Neither party hereto shall be entitled to assign that party's rights and obligations under this Agreement without the express written agreement of the other party, such agreement not to be unreasonably withheld.
- 5.2 Severability: Any provision of this Agreement which is prohibited by law or is unenforceable will be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- 5.3 Enurement: This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.
- 5.4 Modification: This Agreement may not be modified except in writing by an authorized signatory of each party.
- 5.5 Non-Solicitation: The parties agree that during the term of this Agreement, and for a period of two (2) years thereafter, they will not, without the express prior written consent, directly or indirectly, solicit any person for employment, who is currently employed by the other party. In addition, any person who has been previously employed by either party, shall be prohibited from servicing or providing consultation within the scope of work contemplated by this Agreement for a minimum of two (2) year after their current employment.
- 5.6 Marketing: Customer agrees that CityView may publicly refer to Customer orally and in writing as a client of CityView. Any other reference to Customer by CityView requires the written consent of Customer.
- 5.7 Notification: All notices under this Agreement shall be in writing and delivered by overnight delivery service or certified mail, return receipt requested, to the address specified above. Either party may change its address by providing notice in accordance with this Section.
- 5.8 Governing Law: The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement shall attorn to the jurisdiction of a competent court within a mutually agreed upon region in the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date set forth above.





VILLAGE OF OAK PARK

By: Cara Pavlicek  
Its: Village Manager

Date: 12/11/14

ATTEST

By: Teresa Powell  
Its: Village Clerk

CITYVIEW

By: Sean Higgins  
Its: Executive Vice President

Date: 12/15/14

ATTEST

By: Susan McCormick  
Its: Vice President, Business Operations

REVIEWED AND APPROVED  
AS TO FORM

DEC 10 2014

LAW DEPARTMENT



## **Schedule C** **CityView Service Level Agreement**

The purpose of this Exhibit is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

CITYVIEW reserves the right to make modifications to this document as required; provided, however, CITYVIEW shall not reduce the scope of support provided hereunder without the prior consent of the Customer.

The Support includes the following:

**Contract Term:** 1 Year (renewable annually)

**Support Channels:** Web, Telephone or Email

**Support Requests Allowed:** Unlimited

**Who Can Report:** Up to five users named in your support agreement can submit support requests. These individuals must be trained in the use of CityView and constitute the first line of support for your organization.

**Hours of Coverage:** Coverage hours are 6:00 a.m. to 5:30 p.m. Pacific Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. (Only those statutory holidays that coincide between Canada and the United States are observed by CityView Technical Support.)

**Accessing Support:** The preferred method of opening a support incident is to enter the problem details through our online support system. Telephone support requests should be preceded by filing an electronic support request on our Web site, including a detailed problem description. Telephone support requests will be answered live during business days, though staff may be involved serving other customers. If your call is not answered live, we ask that you leave a message, including the support request tracking number you received from the electronic filing, your name and phone or pager number. Messages are typically responded to within two hours.

**Auto Acknowledgement:** We will send a computer-generated message that acknowledges receipt of the report that you filed electronically. This message will contain the details of your problem report as well as the support request tracking number. Whenever the status of your incident changes, a notification will automatically be sent to the individual that opened the call.

**Request Response Time:** A technical support engineer will respond to all requests within the time frames specified in Table 1. Business hours are 6:00 a.m. to 5:30 p.m. Pacific Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. Only those statutory holidays that coincide between Canada and the United States are observed by CityView Technical Support. We process requests in the order of their priority followed by order of submission.

**What we will do if we don't hear back from you:** If we don't hear back from you in ten business days, we will close your support request and mark it as "Closed / No response from customer."

**Resolution of Bug-Related Requests:** We will keep your request open and follow up when a fix is available in a production release. We will also contact you if we post an experimental build that will help with your problem.

### **What We Need to Help You**

CityView wants to be as responsive as possible to your support needs. To accomplish this goal, the CityView customer support staff relies on your knowledge, self-sufficiency, and thoroughness during the troubleshooting process. You reap the benefits from this effort — it allows CityView to focus on the more difficult problems and make the product more robust. It also helps control the amount CityView charges for support.

- **Knowledge:** You should be experienced in the installation, operation, and maintenance of the hardware, desktop, and network operating systems, and applications in your environment before you install CityView.
- **Self-sufficiency:** We ask you to be as self-sufficient as possible when you encounter problems. You can do this by referring to technical documentation for your environment and by searching the CityView Web site to determine if your issue is addressed before you submit it to our customer support staff.
- **Complete information:** As with any troubleshooting process, accurate and timely resolution depends on information. When you request support, please fill in all relevant fields in the request form, provide a detailed problem description, and attach any appropriate log files. Unfortunately, when the request information is incomplete, it will take longer to resolve your issue.
- **Preparation:** If you call us for support, be prepared to provide the same level of information as is requested on the request submission form. You can help reduce the time to resolution by completing the online support request form and attaching files as directed. Then, simply provide us with the request number when you call. We ask that you have immediate access to the computer(s) on which CityView products are running.



## How to Access Support

CityView offers several methods of accessing support described below. Please note that for Priority 1 (see Table 1) issues, customers are encouraged to submit their incident online and then follow up via CityView's toll-free phone number:

- **Web Support (preferred method)**  
Our web portal, (<http://support.harriscomputer.com>), provides resources for customer self-service, and is comprised of an online searchable knowledgebase, downloadable updates, and a web-enabled CRM that allows users to log new support incidents and check the status of previously submitted incidents on a 24 x 7 basis.
- **Telephone Support**  
Telephone technical support is available between the hours of 6:00 a.m. and 5:30 p.m. PST on regular business days. Customers can contact us toll-free at 1.866.988.8324. CityView technical support will respond to telephone inquiries using the Service Level Agreement provided in Table 1 below.
- **Email Support**  
Customers may request assistance from CityView technical support via email at [CityViewsupport@harriscomputer.com](mailto:CityViewsupport@harriscomputer.com). All email incident reports are logged into the CityView support CRM database and are addressed based upon the priority of the issues. The response time guidelines for support are provided in Table 1 below.

## Feature Requests

If you come across an idea that you think might make a nice enhancement to CityView, your input is always welcome. Please submit your suggestions through regular support channels. Unless additional information is needed, you will not receive a personal response. Any suggestions for enhancements to CityView that you submit will become the property of CityView. CityView may use this information for any CityView business purposes, without restriction, including for product support and development. CityView will not use information in a form that personally identifies you.

## Limitations

The following are not covered by CityView's Standard Support Agreement, but may be available as separate services on a time and materials basis:

- a) Services required due to misuse of CityView maintained software;
- b) Services required due to software corrections, customizations, or modifications not developed by CityView;
- c) Services required by the Customer to be performed by CityView outside of CityView's regular business hours;
- d) Services required to resolve or work-around problems that cannot be reproduced in CityView's support environment;
- e) Services which relate to tasks other than maintenance of the Customer's existing implementation and configuration of CityView, including but not limited to, enhancing or adapting CityView for specific operating environments;
- f) Services requested by the Customer to implement software updates provided by CityView.

**Table 1. Service Level Agreement**

Priority	Definition	Initial Response Time*	Commitment (CityView and Customer)	Examples
<b>1</b> <b>(High)</b>	Operation/Service down or critically impacted. Business process impacted. No known workaround.	2 Hours	CityView and customer will commit necessary resources to fix problem or obtain a workaround.	<ul style="list-style-type: none"> <li>• Users cannot login</li> <li>• Business process halted</li> </ul>
<b>2</b> <b>(Medium)</b>	Operation affected, but not down. Business process is not affected. Workaround may be available.	4 Hours	CityView and customer will commit resources during normal business hours to resolve issue or obtain workaround.	<ul style="list-style-type: none"> <li>• Cannot print</li> <li>• Cannot process payments</li> <li>• Application response is exceptionally slow</li> </ul>
<b>3</b> <b>(Normal)</b>	Moderate to negligible impact. No impact to business.	24 Hours	CityView and customer will commit necessary resources during normal business hours to restore operation to satisfactory levels.	<ul style="list-style-type: none"> <li>• Non critical feature not working</li> <li>• Feature works but requires user intervention</li> </ul>
<b>4</b> <b>(Info.)</b>	Request for information, documentation issues, and enhancement requests.	48 Hours	Request-dependent.	<ul style="list-style-type: none"> <li>• Help file clarification</li> <li>• Form design not in production</li> </ul>

\* Response time targets are during business hours only.

## Obtaining More Information

Information about our support programs may be obtained by contacting the CityView sales team at 1.800.665.5647, or via email at [cityviewsales@harriscomputer.com](mailto:cityviewsales@harriscomputer.com).



# EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report.

Consultant Name CityView, an unincorporated division of N. Harris Computer Corp

Total Employees 34

Job Categories	Total Employees	Total Males	Total Females	Males					Females			Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	4	3	1									1
Professionals	19	12	7				1					
Technicians	5	5	0									
Sales Workers	4	2	2									
Office & Clerical	2	1	1									
Semi-Skilled												
Laborers												
Service Workers												
TOTAL	34	23	11	0	0	0	1	0	0	0	0	1
Management Trainees												
Apprentices												

This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal will be disqualify you from consideration.

Sean Higgins

*Affix*

being first duly sworn, deposes and says that he/she is the Executive Vice President

(Title or Officer)

(Name of Person Making Affidavit) CityView and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 12<sup>th</sup> day of December, 2014.

*Annie L. Elbert*

12/12/14

(Date)

ANNIE L. ELBERT  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Louis County  
My Commission Expires: August 10, 2015  
Commission Number: 11386852

## **Employment Policies and Guidelines**

### **Employee Relations**

Harris is committed to addressing work-related issues through direct informational exchanges between employees and supervisors. Employees should first discuss any issues with their immediate supervisor. Supervisors will make a good faith effort to resolve any problems. If an employee feels the issue hasn't been satisfactorily resolved, or an employee does not feel comfortable talking to his or her immediate supervisor, the next level supervisor should be contacted for a response to the problem. If the response is still unsatisfactory, concerns may be presented to Human Resources or a member of the Executive Team. The matter may be resolved at any step of the procedure. However, it is very important for employees to attempt to resolve problems with their supervisor. Good, open communication facilitates an environment of working together to accomplish mutual goals and objectives.

### **Equal Employment Opportunity**

Harris is firmly committed to a policy of equal employment opportunity for all qualified persons without regard to race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap or any other protected category under local, provincial or federal law. This includes personnel actions such as recruitment, promotions, transfers, rates of pay, training and terminations.

Management monitors this program regularly to assure that employees are consistently treated with courtesy and consideration and that opportunities for advancement are free from any form of discrimination.

If an employee has any complaint of discrimination or harassment in violation of the Company's Employment Equity Program, he or she should discuss the complaint with their supervisor, the Human Resource Coordinator or a member of the Executive Team. All complaints will be treated confidentially and will be thoroughly investigated. No employee will be retaliated against as a result of bringing valid information of such treatment to the attention of management. Any employee found to have violated the Employment Equity Program will be subject to appropriate disciplinary action, up to and including termination of employment without further notice or obligation.

### **Employment Records**

Personnel files are a record of facts about employees and their jobs at Harris. Records of events including promotions, transfers, special assignments and other changes are documented. Tardiness, absenteeism and work problems are also noted. If an employee has any change in personal data, including a change of dependants or beneficiary with respect to any benefit plans or the personnel file needs updating due to a recent life event such as a birth of a child or change in marital status, please notify the Human Resource Coordinator as soon as possible. Employees are encouraged to submit information about community and other outside honors received. Harris is interested in our employee's outside achievements and want to know about them.

For each person employed by Harris, pertinent information is collected and retained in the Human Resources Department. Harris recognizes its responsibility for safeguarding this information. Employee records will be kept in locked files. All personnel information is considered confidential and subject to release only to personnel directly involved in functions

## M/W/DBE STATUS AND EEO REPORT

1. Consultant Name: CityView, an unincorporated division of N. Harris Computer Corporation

2. Check here if your firm is:

- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

- ☐ by a person with a disability)
- ☒ None of the above

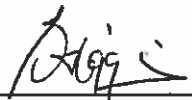
[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

2155 (Harris) Number of full-time employees

45 (Harris) Number of part-time employees

4. Similar information will be requested of all subConsultants working on this agreement. Forms will be furnished to the lowest responsible Consultant with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village. Not Applicable

Signature: 

Sean Higgins, Executive Vice President - CityView

Date: DECEMBER 12, 2014