

RESOLUTION
AUTHORIZING ENTERING INTO A SUPPORT AGREEMENT WITH INTEGRATED
SOFTWARE SPECIALISTS, INC. AND AN EMERGENCY APPROPRIATION IN THE COURT
DOCUMENT STORAGE FUND FISCAL YEAR 2009 BUDGET

WHEREAS, in the summer of 2007, the Circuit Clerk of Courts brought before the County Board of McHenry County, Illinois a proposed plan to embark on having a software program developed to meet the needs of the County's criminal justice community; and

WHEREAS, it was the recommendation of the Circuit Clerk of Courts and the Information Technology Director that the County engage Integrated Software Specialists, Inc. to utilize their case management technology framework to create a case management program that would replace the Sustain Justice Edition case management system and ancillary programs currently used by the Courts and the County; and

WHEREAS, Phase I of the new case management software has been tested and is ready to be implemented within the first two weeks of May, 2009; and

WHEREAS, the Circuit Clerk is now needing to enter into a support agreement with Integrated Software Specialists, Inc. in the amount of \$240,000 annually (Installments of \$120,000 to be paid semi-annually) to provide computer related support services upon acceptance of said software; and

WHEREAS, the initial support period shall commence upon acceptance of the software and end on November 30, 2009. The support will automatically be renewed for five successive one year support periods unless terminated by the County effective after the third anniversary of the effective date hereof by providing ISS with ninety days prior written notice. In the event that funds are not allocated by the McHenry County Board, this agreement will be deemed null and void.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the Chairman of the Board is hereby authorized to enter into the attached support agreement with Integrated Software Specialist, Inc. (attached hereto and made part of) for software/computer support on the Court's Case Management Software Program at an annual cost of \$240,000 (Installments of \$120,000 to be paid semi-annually). The support will automatically renew for five successive one year periods unless terminated by the County effective after the third anniversary of the effective date hereof by providing ISS with ninety days prior written notice, or if funds are not allocated by the McHenry County Board; and

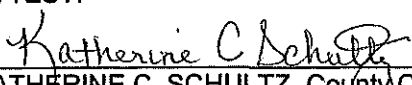
BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that an emergency appropriation of \$140,000 to OCA 410105-4321 (Document Storage Fund – Computer Program Maintenance) is also hereby authorized and is to be offset by a revenue budget line item entry to OCA 410105-9990 (Document Storage Fund – Utilization of Fund Balance) for the purpose of paying the support agreement fees; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby requested to distribute a certified copy of this Resolution to the Clerk of the Circuit Courts; the Chief Judge of the 22nd Circuit; the Trial Court Administrator; the Director of Information Technology; the County Auditor; the Associate County Administrator-Finance; and the County Administrator.

DATED at Woodstock, Illinois, this twenty-first day of April, A.D., 2009.


KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:


KATHERINE C. SCHULTZ, County Clerk

SUPPORT AGREEMENT

This Support Agreement ("**Agreement**"), dated as of April 22, 2009 ("**Agreement Date**"), is made by and between Integrated Software Specialists, Inc., 1901 N. Roselle Road, #450, Schaumburg, Illinois 60195 ("**ISS**") and the County of McHenry, a body politic, McHenry County Government Center, 2200 N. Seminary, Woodstock, Illinois 60098 ("**Customer**"), and sets forth the terms and conditions under which ISS shall provide computer related support services to Customer for certain software that has been licensed to Customer pursuant to a Software License Agreement entered into by the parties concurrently herewith (the "**License Agreement**"), the terms of which are incorporated hereby this reference the effective date (the "**Effective Date**") of this Agreement shall be the Acceptance Date of the ICIS System. Capitalized terms used herein without definition shall have the meanings given such terms in the License Agreement.

1. DEFINITIONS

1.1. "**Consultant**" means the officers, directors, employees, members, agents and contractors of ISS providing Services hereunder.

1.2. "**Error**" means a failure of the ICIS Software to perform in accordance with the Specifications or system configurations.

1.3. "**ICIS System**" shall have the meaning ascribed to it in the License Agreement dated as of April 22, 2009.

1.4. "**Incident Report**" means an electronic report and notification of a suspected error and/or question by the Customer Liaison Officer to ISS containing details and reasonable documentation of the error and/or question including, where possible, examples and instructions to replicate and correct the suspected Error.

1.5. "**Services**" means the services to be provided by ISS hereunder, under the License Agreement, or any Statement of Work.

1.6. "**Support**" means ISS's performance of technical telephone assistance, problem identification, and problem resolution through the provision of bug fixes, patches,

updates, replacements and/or workarounds with respect to the ICIS System to maintain the performance of the ICIS System in accordance with the Specifications applicable thereto, all as described in Exhibit A hereto.

1.7. "**Support Fees**" means the fees described in Section 4 hereof.

1.8. "**Support Period**" means the twelve (12) month period commencing on the Acceptance Date and each 1 year anniversary thereof, and any subsequent extensions of this Agreement, during which ISS shall provide Support to Customer.

1.9. "**Updates**" means a change to ICIS driven by ISS to improve the ICIS system and/or keep it current with standards or software improvements. An update can come in the form of framework or technology upgrades or fixes and maintenance, or improvements.

1.10. "**Workaround**" means a bypass of a recognized problem in the ICIS system.

2. ISS OBLIGATIONS

2.1. During the Support Period, ISS shall provide Customer with Support as described in Exhibit A hereto. ISS shall provide

Updates to the ICIS System pursuant to this Agreement at no additional charge as provided herein. ISS is responsible for maintaining compatibility between the ICIS System and the Updates and for implementing Updates into the ICIS system within Customer's test environment and furnishing such Updates to Customer for Customer's integrating of such Updates into the ICIS System.

2.2. ISS shall maintain commercially reasonable amounts of insurance against losses and damages to persons or property, including workers' compensation, liability, and property damage insurance. Upon Customer's written request, ISS will produce a certificate of insurance demonstrating such coverage.

2.3. ISS warrants that it will render the Services provided under this Agreement in a workmanlike manner in substantial accordance with industry standards. If ISS does not perform within the time frame and to the standards agreed to by the parties, Customer shall provide written notice of such nonperformance to ISS. Upon receipt of such notice, ISS shall correct such nonperformance, including, if appropriate, replacement of Consultants in accordance with the replacement procedures set forth below.

2.4. ISS shall appoint a sufficient number of Consultants for the performance of ISS's duties and obligations hereunder or under any applicable Statement of Work. Each Consultant shall have the skills required for such person to perform the duties assigned to him or her.

2.5. ISS shall use commercially reasonable efforts to retain and provide succession options to Consultants. ISS will cause its Consultants to comply with Customer's rules and policies while at

Customer's premises. If, at any time or from time to time, Customer reasonably determines that any Consultant is not adequately performing the responsibilities assigned to that individual, or lacks the competence or professional capabilities needed to fulfill his or her tasks relating to the Services, Customer shall notify ISS in writing of its determination, setting forth in sufficient detail the reasons causing Customer to make such a determination. Upon receipt of Customer's written notice, ISS shall promptly take such actions as are necessary to substantially improve such Consultant's conduct or performance within ten (10) days, and if such efforts fail, in the reasonable determination of Customer, Customer may request in writing that ISS replace such Consultant. Upon receipt of Customer's written request, ISS shall promptly replace such Consultant with an individual who ISS reasonably determines meets the qualifications for the position. If ISS is unable to find a suitable replacement within a mutually agreeable time frame, Customer shall have the right to cancel the remainder of the Services under this Agreement or the statement of work that were to be provided by such Consultant. ISS agrees that it will not charge Customer for Services that ISS has to reperform due to, and for up to thirty (30) days after, Customer's permitted removal of Consultants in the manner set forth above.

2.6. Upon Customer request, ISS will provide information required for Customer to complete a Criminal History Record Check ("CHRC") of each Consultant prior to such Consultant's performing any Services for Customer or first entering any Customer facility. ISS shall not allow Consultants who do not meet such standards or criteria acceptable to Customer to perform any Services under this Agreement.

2.7. ISS shall ensure that its systems include up-to-date anti-viral software reasonably acceptable to Customer to prevent viruses from reaching Customer's system through ISS's system. Further, ISS shall ensure that ISS personnel do not, without Customer's prior written consent, use any virtual private network or other device ("VPN") to simultaneously connect machines on any Customer system to any machines on any ISS or third party system.

2.8. If a network connection is established between ISS and Customer, ISS agrees to allow Customer to perform network assessments based on a schedule mutually agreed upon by the parties. ISS will maintain and enforce safety and physical security procedures with respect to its access and maintenance of its system and Customer Information (a) that are at least equal to industry standards for such types of locations, and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of Customer Confidential Information. Without limiting the generality of the foregoing, ISS will take all reasonable measures to secure and defend its location and system against "hackers" and others who may seek, without authorization, to modify or access ISS's system. ISS will periodically test its system for potential areas where security could be breached. ISS understands that, should a Customer or ISS assessment reveal inappropriate or inadequate security based on the pre-defined requirements for security, Customer may, in addition to other remedies it may have, remove ISS access from the Customer network until ISS satisfactorily complies with the security requirements defined. ISS will notify Customer immediately of any security breaches.

3. CUSTOMER OBLIGATIONS

3.1. Customer will make reasonable efforts to stay current with the latest versions of the software, including, timely production implementation of ISS supplied Updates.

3.2. Customer will follow the issues reporting process as set forth herein, as may be updated and agreed to in writing by ISS and Customer from time to time.

3.3. Customer will provide ISS with written notification of the Error via an incident report as defined herein and provide ISS with reasonable assistance, as reasonably required by ISS, intending to allow productive and expeditious diagnosis and resolution.

3.4. Customer will provide ISS with remote Internet access to all supported servers and systems, including ICIS test and production environments via Customer Citrix or other secure connection method approved by Customer.

4. LIMITATIONS ON SUPPORT

4.1. Unless otherwise agreed to by ISS in writing, ISS shall be under no obligation to provide Support to Customer to the extent ISS and Customer make a good faith determination that the primary cause of the Error resulted from the failure or malfunction of any third party software not provided by ISS, tools, equipment, facilities or devices not furnished or approved in writing by ISS for use in connection with the ICIS System or due to Customer error or manipulation of ICIS software, ICIS tables or business rules, databases, security, or any changes made by Customer or other 3rd parties unless done pursuant to a Statement of Work. Support under this Agreement will be limited to (a) Customer's production

version of the ICIS system; and (b) Customer's Q/A staging environment version of the ICIS system.

4.2. At Customer's request, ISS shall provide professional services (not otherwise constituting Support) as requested by Customer, as may be more particularly described in any applicable SOW executed by Customer and ISS or in a writing between the parties (the "Consulting Services"). Such Consulting Services will be provided at the hourly rate of \$125.00. Each SOW or other writing will incorporate by this reference all the terms and conditions of this Agreement and will set forth, as applicable: (i) the scope of Consulting Services to be performed under such SOW or other writing; (ii) the estimated hours such Consulting Services are to be provided; (iii) any tangible item to be delivered to Customer by ISS under such SOW or other writing (a "Deliverable"); (iv) any costs or expenses that will be reimbursed to ISS above the applicable hourly rate or fixed price set forth in the SOW or other writing; and (v) such other details as the parties deem reasonably necessary.

5. FEES & PAYMENT

Customer's fees for Support shall be as set forth on Schedule 4 hereto, and shall commence on the Acceptance Date. All Support Fees are in U.S. Dollars. ISS shall invoice Customer as set forth on Schedule 4 hereto. ISS shall invoice Customer Services at least 15 days prior to the beginning of each Support Period. Payment is due on or before the first day of the Support Period. Customer may not withhold any amounts due hereunder, other than those amounts subject to a good faith dispute between the parties. ISS reserves the right to cease work without prejudice if undisputed amounts are not paid within sixty (60) days of the date

such amounts are due. Customer will provide to ISS reasonable assistance, which shall include the provision of documentation as required by revenue authorities, to enable ISS to claim exemption from or obtain a repayment of such withheld taxes and will, upon request, provide ISS with a copy of the withholding tax certificate.

6. RENEWAL AND CANCELLATION OF SUPPORT

The initial Support Period shall commence on the Effective Date and shall end on the one (1) year anniversary of the Effective Date. Support will automatically be renewed for five (5) successive 1 year Support Periods unless terminated by Customer effective after the third anniversary of the Effective Date hereof by providing ISS with ninety (90) days prior written notice. Customer shall be entitled to a refund for any prepaid Support.

7. WARRANTY AND LIMITATION OF WARRANTY

7.1. ISS warrants that all Services shall be performed in a professional manner. ISS will fulfill its obligations under this Agreement in a first class, workmanlike manner without damage to Customer's premises, system, fixtures or personal property. ISS will, at its own expense, (a) reperform at no cost to Customer any services performed hereunder that are not in compliance with the foregoing, and (b) repair all damage to Customer's premises or property resulting from ISS's (or its agent's) actions to the extent necessary to restore Customer's premises and property to a condition comparable to the condition thereof before such damage.

7.2. ISS represents, warrants and covenants that it has a business continuity plan that addresses the continuation of

Services if an incident (act or omission) impairs or disrupts ISS's provision of Services ("BCP Plan"). A summary of ISS's BCP Plan will be provided to Customer upon Customer's request. ISS warrants that the BCP Plan conforms to generally-accepted industry standards for business continuity planning.

7.3. THE WARRANTIES HEREIN AND IN THE LICENSE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, AND ISS AND CUSTOMER EACH DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

8. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE SET FORTH HEREIN, IN NO EVENT SHALL ISS OR CUSTOMER BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC, OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. IN NO EVENT SHALL EITHER CUSTOMER'S OR ISS' LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE FEE PAID BY CUSTOMER TO ISS UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF DAMAGES PROVISIONS SET FORTH IN THIS SECTION 8 SHALL

NOT BE APPLICABLE TO ANY DAMAGES RESULTING FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, ANY INDEMNITY OBLIGATIONS HEREUNDER OR UNDER THE LICENSE AGREEMENT, OR VIOLATIONS OF THE SYSTEM SECURITY OR CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT OR THE LICENSE.

9. TERM & TERMINATION

9.1. Term. This Agreement shall commence upon the Effective Date and shall continue in full force and effect as provided in Section 6, unless sooner terminated as provided below.

9.2. Termination for Cause. Either party may terminate this Agreement if the other party (a) fails to perform any material obligation hereunder, and such breach is not remedied within thirty (30) days following written notice thereof to such party; or (b) becomes insolvent or the subject of a proceeding relating to bankruptcy or insolvency, effects any assignment for the benefit of creditors or any proceedings analogous to one or more of the foregoing (except where such party has successfully contested an involuntary proceeding within sixty (60) days after it has been commenced or filed). Termination shall not relieve either party of any obligation accrued prior to the termination date.

9.3. Liaison Officer. Each of the parties shall, promptly after the execution of this Agreement, appoint and advise the other in writing, of the name, title, address and telephone number, of a liaison officer of such party (the "Liaison Officer") who shall be responsible for (i) overseeing the day-to-day compliance of such party with this

Agreement and (ii) such other duties as may be set forth herein. Each of the parties may change its Liaison Officer from time to time by written notice to the other. The two persons so designated shall constitute the "Liaison Committee." In the event of any dispute arising under this Agreement, of either a legal or business nature, provision for the resolution of which is not otherwise expressly set forth herein, the members of the Liaison Committee shall confer within five (5) business days of the request of either party for such a conference, and shall engage in good faith negotiations to resolve such dispute. If they are unable to resolve the dispute in a mutually acceptable manner within the following ten (10) business days, the matter shall be referred to senior management representatives of each of the parties for similar negotiations and a similar time period.

10. GENERAL PROVISIONS

10.1. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to its conflict of law rules. Exclusive jurisdiction and venue of any dispute arising out of or relating to this Agreement shall be the state courts located in McHenry County, Illinois or the Federal courts located in Rockford, Illinois.

10.2. Assignment. This Agreement is not transferable by either party without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempt to do so shall be void and of no force and effect.

10.3. Third Party Providers. All work and Services provided by ISS under this Agreement shall be performed by employees of ISS or sub-contractors employed directly by ISS ("Subcontractors"). If at any time

Customer reasonably requests the replacement of a Subcontractor, ISS shall promptly take such actions as are reasonably necessary to comply with Customer's request. In all such cases, ISS shall remain liable for the performance of ISS's obligations under this Agreement.

10.4. Modification. This Agreement can be modified only by a written amendment signed by persons duly authorized to sign agreements on behalf of Customer and ISS, and variance from the terms and conditions of this Agreement in any order or written notification from either party shall be void and of no effect.

10.5. Complete Agreement. The parties agree that this Agreement is the complete and exclusive statement regarding the subject matter and supersede all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. Except as otherwise provided herein, additional or conflicting terms contained in any purchase order, standardized form or correspondence are expressly unenforceable under this Agreement unless such terms and conditions are contained in an amendment to this Agreement duly executed by both parties hereto. In the event that any provision of this Agreement shall be held to be void or unenforceable by a court of law, such provision shall be eliminated and shall not affect the validity of any remaining provision. The parties agree that this Agreement may be executed in counterparts. Facsimile signatures shall in all respects have the same weight, force and legal effect and shall be fully as valid, binding and enforceable as if such signed facsimile copies were original documents bearing original signatures.

10.6. Survival. Any provision of this Agreement that by its very nature or context is intended to survive any termination, cancellation or expiration thereof, shall so survive, and shall apply to respective successors and assigns.

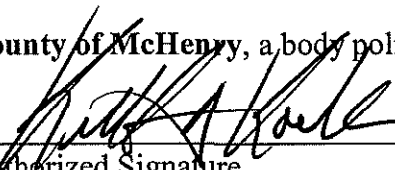
10.7. Notices. Legal notices given by the parties to one another in connection with this Agreement shall be given in writing and delivered via return receipt mail or express delivery service to the parties' respective addresses first set forth above or to such

other address as the parties may substitute by giving notice to one another in accordance with this Section 10.7.

10.8. Funding. In the event that funds are not allocated by the McHenry County Board for the transactions contemplated hereunder, this Agreement will, at the option of Customer, be deemed null and void.

IN WITNESS WHEREOF, the parties have executed this Support Agreement as of the date set forth above.

County of McHenry, a body politic

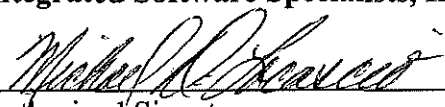

Authorized Signature

Kenneth D Koehler
Print Name

County Board Chairman
Title

04/21/2009
Date

Integrated Software Specialists, Inc.


Authorized Signature

Michael D. Locascio
Print Name

Chief Executive Officer
Title

4/22/09
Date

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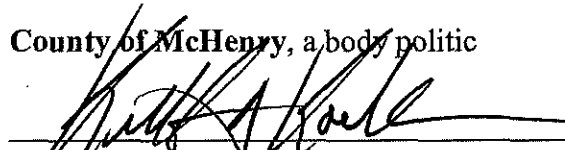
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County of McHenry, a body politic


Authorized Signature

Kenneth D Koehler
Print Name

County Board Chairman
Title

04/21/2009
Date

Integrated Software Specialists, Inc.

Authorized Signature

Michael D. Locascio
Print Name

Chief Executive Officer
Title

Date

SCHEDULE 4

FEES

Annual Support Period 1:	\$240,000 per Support Period
Annual Support Periods 2-6:	\$240,000 per Support Period

Support fees are to be paid as set forth in Section 5 of the Support Agreement as follows: The first payment will be in the amount of \$140,000 and shall be made prior to the start of the first Support Period, semi-annual payments made thereafter will be in the amount of \$120,000 each and shall be made on December 1 and June 1 of each Support Period, with the final payment being reduced on a pro rata basis to reflect the remaining term of the then-current Support Period. Any undisputed amounts payable by Customer under this Agreement that remain unpaid for more than thirty (30) days following the applicable due date shall be subject to late payment fees equal to two percent (2%) interest per month (or, if less, the maximum rate allowed by applicable law) for each such month these amounts (or any portion thereof) remain unpaid thereafter.

EXHIBIT A

SUPPORT TERMS AND CONDITIONS

ISS will provide Support for the ICIS System as described below. The initial effective date of Support is the Effective Date.

1. Definition of ICIS System

ICIS (Integrated Court Information System) is defined as set forth in the License Agreement

2. Description of Support Services Provided

A. **Error Corrections.** ISS shall correct any Errors, reported by the Customer in the ICIS System in accordance with the priority level reasonably assigned to such Error by Customer and reasonably agreed to by ISS. Any remote access by ISS shall be subject to Customer's security policies and procedures.

ISS support infrastructure will be housed at ISS' Advanced Technology Solution Center (ATSC) and will include ISS' issue reporting, tracking and change management system and authorized remote access into Customers ICIS production environment for analysis and troubleshooting, ISS' ICIS development and QA environments, and various ISS skilled technical personnel to assist in resolving ICIS escalated issues as needed.

B. **Exceptions and Customer Options.**

C. **ICIS System Updates.** ISS will provide, at no additional cost and as appropriate, one (1) electronic copy of all published revisions to the printed Documentation and one (1) electronic copy of, or authorization to copy, new releases of the ICIS System ("Updates"). Installation of Updates into the production version of the ICIS system will be Customer's responsibility.

D. **Telephone Hotline Support.** Except as applicable to Level 1 and 2 Errors, ISS will provide telephone assistance to Customer during Customer business hours, defined herein as 7:00 AM to 4:00 PM Central Standard Time, Monday through Friday and in accordance with Customer's annual calendar days of operations. The ISS Telephone Hotline Support number is (847) 558-5345. ISS Support personnel are available to answer questions related to the ICIS System supported products and how they perform with compatible hardware systems.

E. **Support Responsibilities between Customer and ISS.** Support is categorized into three areas to enable distinction of responsibilities: 1) Application, 2) Technology, and 3) Operations. A clarification of ISS and Customer responsibilities under this Agreement is outlined in Figure 1 below.

Category	ISS	Customer
Application ICIS Functionality – The function delivered within the ICIS application as Release 1 and Release 2.	<ul style="list-style-type: none"> • ICIS system (as defined in the License Agreement • Application Interface – Application interfaces delivered as a part of ICIS Release 1 and Release 2, including Web Services. <ul style="list-style-type: none"> ○ Court Calls ○ APS Interface ○ Traffic Safety School ○ VINE Interface ○ IVR Web Service Interface ○ Amcore Interface ○ State Disbursement Unit (SDU) ○ Statute Table Upload ○ Automated Disposition Reporting (ADR) 	<ul style="list-style-type: none"> • All components external to ICIS system (software, interfaces, and infrastructure) including all Visual Basic and .NET programs and other external or 3rd party interfaces or technology, including: <ul style="list-style-type: none"> ○ Monthly Dispositions ○ Monitor ○ Live Scan ○ Child Support Documents ○ Child Support in Court ○ Notices ○ Law Bulletin ○ Jail Court Calls ○ Illinois Reports
Technology ICIS Architecture and Framework Components	<ul style="list-style-type: none"> • ICIS architecture • Enterprise Services Bus (ESB) • Rules Engine • iBuild™ • Reporting suite • Security Framework • Web Services 	
Operations Day to day production operations		<ul style="list-style-type: none"> • All Operating System Software and other vendor or open source software, including SuSE Linux Enterprise Server (SLES) • All Hardware

Category	ISS	Customer
		<ul style="list-style-type: none"> • All Infrastructure servers and related hardware software and environment including production, Quality Assurance, testing and development environments; support software including all telecommunications; Internet communications servers, virus protection software; monitoring tools and management software; Citrix connectivity infrastructure and production staging environments, including hardware, communications connectivity and software required for ISS to be able to perform these services, including remote trouble shooting, electronic delivery of patches and upgrades, remote testing, and remote production environment monitoring. • Other 3rd Party software • All database servers including but not limited to SQL Server RDMS • Backup Recovery • Monitoring Performance and Availability

Figure 1: Responsibilities

3. Priority Levels of Errors

A. **Service Level Response Times.** In accordance with the terms hereof, ISS will acknowledge Errors and provide modifications, error corrections, fixes or Workarounds to remedy such Errors. ISS will respond to Customer's request for support upon receipt of an ICIS Incident Report as set forth below:

B. **Level of Priority.** Customer will specify the level of priority that it reasonably believes the Error deserves based on the following descriptions:

(a) **Level 1 -- Critical:** The Error renders the ICIS System unusable (down condition) in a production environment affecting multiple users. No workaround exists.

(b) **Level 2 -- Major: But Not Critical:** The Error affects a portion of the ICIS System and makes that portion of the ICIS System unusable. The production environment is operational or a workaround exists, but severely restricts production impacting one or more user. Important features of ICIS are not working properly and there are no acceptable, alternative solutions.

(c) **Level 3 -- Minor:** The Error is of minor nature and does not substantially affect the use of the ICIS System. Important features of ICIS are unavailable, but an alternative solution is available or non-essential features of ICIS are unavailable with no alternative solution. The Customer impact is minimal.

C. **Response Times**

Response Times for the various Priority Levels outlined above start after a Customer priority-coded Incident Report is created by the Customer and sent to ISS.

(a) **Level 1.** ISS will acknowledge the Error within twenty (20) minutes with actual assignment of personnel to respond, initiate action immediately thereafter, and provide a modification, Error correction, or workaround to all Level 1 Errors within four (4) hours of notification. Both Customer and ISS will actively engage their resources to remedy the Error as expeditiously as possible. If the Level 1 Error remains unremedied after 8 hours, then the situation shall be referred to the McHenry County Governance Committee. If the Level 1 Error remains unremedied after 48 hours (a "Commitment Failure"), then the McHenry County Governance Committee shall, at its option, assess a credit to Customer of 10% of the fees for that month (each, a "Service Level Credit"). In the event that five or more Commitment Failures occur within any six (6) month period (a "Service Default"), Customer may, at its option, either (i) receive a Service Level Credit for each such Commitment Failure, or (ii) have the right under this Agreement to terminate this Agreement under Section 9.2 for a material breach by ISS. Notwithstanding the foregoing, ISS shall still be responsible at all times for fulfilling its obligations hereunder.

(b) **Level 2.** ISS will acknowledge the Error within two (2) hours, initiate action and provide a workaround within eight (8) hours to Customer.

(c) **Level 3.** ISS will acknowledge the Error within eight (8) hours, and the parties shall mutually agree on an appropriate response time within which ISS shall provide a modification, Error correction, fix or workaround, including providing the correction in an Update of the ICIS System. If the applicable Level 2 or Level 3 response times are not met in the periods set forth herein, then the situation shall be referred to the McHenry County Governance Committee.

4. **Customer Requirements**

Customer understands that service level response and resolution times will be dependent upon Customer providing Error information and reasonable cooperation.

A. Customer will assign and provide a Customer Liaison Officer to interface with ISS Support Liaison Officer. The Customer Liaison Officer will be responsible to filter and document all requests and reported issues, follow the escalation process defined herein or as adjusted by ISS from time to time, submit electronic Incident Reports to ISS as required, participate in and coordinate Customer activities and resources to help troubleshoot and verify problems, establish and communicate priorities, and perform and coordinate Customer testing and implementation of new fixes, patches, or releases.

B. Customer will provide ISS' support team with reasonable access to and cooperation from Customer personnel, as required, such as the Users of the system, Subject Matter Experts, IT staff, etc. ISS will provide Customer with assistance in testing of new ICIS fixes, patches, upgrades or releases.

STATE OF ILLINOIS)
 SS
COUNTY OF MCHENRY)

I, Katherine C. Schultz, County Clerk within and for said County and State aforesaid, do hereby certify the foregoing to be a true and complete copy of Resolution No. R-200904-41-138 Authorizing entering into a support agreement with Integrated Software Specialists Inc. and an emergency appropriation in the Court Document Storage Fund fiscal year 2009 budget. WHEREOF I have hereunto subscribed my hand and affixed the official seal of said County, at my office in Woodstock, Illinois this 22 day of April A.D, 2009.

Katherine C Schultz
McHenry County Clerk