

R-200904-41-140

RESOLUTION
AUTHORIZING ENTERING INTO A SOFTWARE LICENSE AGREEMENT WITH
INTEGRATED SOFTWARE SPECIALISTS, INC.

WHEREAS, the writing of the Integrated Court Information System (ICIS) software – Phase I has now been completed and is ready for implementation by the Circuit Clerk of Courts; and

WHEREAS, prior to the implementation of software, the producers of such software require a software license agreement be completed in order to allow the implementation process to begin; and


WHEREAS, the Circuit Clerk of Courts is now requesting to enter into the attached license agreement with Integrated Software Specialists, Inc. (attached hereto and made part of) for the Integrated Court Information System.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the Chairman of the Board is hereby authorized to execute the attached software license agreement with Integrated Software Specialists, Inc. (attached hereto and made part of) for the Integrated Court Information System; and

BE IT FURTHER RESOLVED, as per the License Agreement, Integrated Software Specialists, Inc. grants to the County a perpetual, irrevocable, unrestricted, royalty-free license; and

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

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("**Agreement**"), effective as of April 22, 2009 ("**Effective 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 licenses to Customer use of the ICIS System.

1. DEFINITIONS

1.1. "**Acceptance Date**" means the date five (5) business days following the Go Live date of the ICIS System.

1.2. "**Custom Software**" means customized or modified versions of the ICIS System (other than modified by an Enhancement Release or Major Release hereunder).

1.3. "**Customer Materials**" means all content provided by or on behalf of Customer for use in the performance of the Services, including without limitation all Customer trademarks, service marks, logos, typeface/fonts, images and text, including all Customer data stored in the ICIS System.

1.4. "**Documentation**" means the explanatory and informational materials provided by ISS concerning the ICIS System, in printed or electronic format, describing the ICIS System or furnished with the ICIS System, including without limitation, Entity Relationship Diagram(s), and any other documentation necessary for Customer to operate the ICIS System in accordance with the Specifications for the ICIS System and each component thereof.

1.5. "**ICIS System**" means the (a) machine-readable object code version of ISS' computer software set forth on Schedule 1.1 hereto, and (b) all corrections, modifications, enhancements, features and upgrades of every nature, (c) any Custom

Software, (d) any Open Source Software, (e) any third party software provided by ISS, and (f) the applicable Documentation.

1.6. "**Services**" means the services to be provided by ISS hereunder or under the Support Agreement (including Support), or any SOW.

1.7. "**SOW**" means any statement of work or similar document between ISS and Customer.

1.8. "**Specifications**" means the functional specifications for the ICIS System, attached hereto as Schedule 1.8.

1.9. "**Support**" shall have the meaning given such term in the Support Agreement entered into between Customer and ISS in the form attached hereto as Exhibit A ("**Support Agreement**").

1.10. "**System Configuration**" means a description of the equipment and ICIS System to be provided by ISS attached hereto as Schedule 1.8, the System Environment Specifications (defined below) as determined by ISS, plus any required third party software and/or equipment to be provided by Customer, all of which is reflected in the Documentation.

1.11. "**System Environment Specifications**" means the required environment for proper operation of the ICIS System, as described in Schedule 1.8 and the Documentation, which includes the

Customer System (defined in Section 5.1(e) below).

1.12. "Use" means to host, load, use, install, execute, view, employ, utilize, store, display, or access the ICIS System.

1.13. "User" means an individual who is associated with Customer or affiliate as a full or part time employee, or subcontractor of Customer or affiliate employed by or providing Services, or a third party requiring access to the ICIS System in order to conduct business with Customer who, in each case, is assigned and authorized by Customer or affiliate to Use the ICIS System as permitted hereunder.

2. LICENSES AND RESTRICTIONS

2.1. Rights Granted.

(a) ISS grants to Customer a perpetual, fully-paid up worldwide, irrevocable, unrestricted, royalty-free license to Use the ICIS System for Customer's (and any third parties) business purposes, and to Use the Documentation to support Customer's Use of the ICIS System.

(b) This grant permits the Use of the ICIS System by Customer when it is performing consulting, administrative and data processing Services for affiliated and unaffiliated parties and other parties to the extent such parties require access to the ICIS System, as well as the representatives of such parties ("Permitted Use"). Customer is further permitted to allow such parties to access the ICIS System for Permitted Uses. In either event, the representations, indemnifications and warranties in this Agreement may be assigned or otherwise passed on to such third party users.

(c) Except as specifically set forth herein, ISS grants Customer the right to use the ICIS System without limitation as to (i) the number of Users, servers, workstations, and/or personal computers (including, but not limited to, portable computers) upon which the ICIS System may be operated from; and (ii) the location of such users, servers, processors, workstations, and/or personal computers.

(d) Use any Updates (as defined in the Support Agreement) provided pursuant to the Support Agreement and subject to all of the provisions of this Agreement.

(e) Customer may use the ICIS System for its internal business purposes only, and will not, except as specifically permitted in this Section 2.1, sublicense, redistribute, or otherwise allow third parties to use the ICIS System, whether on a time sharing, remote job entry or service bureau arrangement.

(f) Customer may create any number of copies of the ICIS System.

2.2. Intellectual Property. Customer acknowledges and agrees that the ICIS System, Custom Software, and all related source code, Documentation and any and all materials relating thereto, and any and all associated trademarks, service marks, copyrights, patent rights, trade secrets and other proprietary rights in or related to the ICIS System or Custom Software without limitation, are proprietary to ISS and shall remain at all times the sole, exclusive property of ISS or its licensors, whether or not specifically recognized or perfected under applicable law. Customer agrees to take or cause to be taken reasonable precautions to comply with all copyright, trademark, trade secret, patent and other laws necessary to protect the ICIS system

and related marks, including any and all information contained therein, and agrees not to remove, conceal, or obliterate any copyright, credit line, date line or other proprietary notice included in the ICIS system. ISS acknowledges and agrees that the Customer Materials and any and all materials relating thereto, and any and all associated copyrights and patent rights in all of the foregoing, are proprietary to Customer and shall remain at all times the sole, exclusive property of Customer.

2.3. All rights and licenses granted under or pursuant to this Agreement by ISS to Customer are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, or replacement provision therefor (the "Bankruptcy Code"), licenses to rights to "intellectual property" as defined in the Bankruptcy Code. The parties agree that Customer, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, in the event of the commencement of bankruptcy proceedings by or against ISS under the Bankruptcy Code, Customer shall be entitled to retain all of its rights under this Agreement.

2.4. ISS agrees to maintain at Customer's expense copies of the executable object code and source code (collectively, the "Code") for the ICIS System, and all updates in both human and machine readable form, and any and all documentation therefore, in escrow for the benefit of Customer. ISS shall deposit a copy of the Code, at Customer's expense, with a mutually acceptable escrow agent. The terms of such escrow arrangement shall be set forth in a mutually agreed upon source code escrow agreement (the "Escrow Agreement"), including, without limitation, appropriate confidentiality provisions; provided,

however, that such Escrow Agreement shall contain the Release Conditions (as defined below) set forth below. Customer shall be entitled to receive a copy of the Code for the ICIS System, and ISS hereby grants to Customer a nonexclusive, license to Use or modify the Code for maintaining the ICIS System in connection with Customer's Use of the ICIS System (the "ISS Code License") if (i) ISS ceases doing business in the ordinary course; or (ii) ISS becomes a party to any bankruptcy or receivership proceedings which are not dismissed within sixty (60) days, and fails to resume providing the maintenance Services hereunder or under the Support Agreement for ten (10) days following receipt of written notice from Customer of such abandonment ((i) and (ii) of this sentence are, collectively, the "Release Conditions"). If the Code is released pursuant to the Release Conditions under the Escrow Agreement, Customer may, under ISS Code License, disclose ISS Code to a third party for maintaining and enhancing the ICIS System in connection with Customer's and enhancement of the ICIS System.

2.5. 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.

3. FEES

ISS acknowledges and agrees that Customer has fully paid all license fees for the ICIS System.

4. MAINTENANCE SUPPORT SERVICES

ISS will provide Support for the ICIS System pursuant to the terms and conditions of the Support Agreement. Custom Software shall be supported under the terms and conditions of this Agreement and the Support Agreement.

5. WARRANTY AND LIMITATION OF WARRANTY

5.1. Representations, Warranties and Covenants.

(a) 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.

(b) ISS represents and warrants that (i) the ICIS System will perform substantially in conformance with the Specifications and will make corrections to errors as defined, specified and in accordance with the terms of the Support Agreement; (ii) it will perform the services

ordered hereunder in a good and workmanlike manner; and (iii) the deliverables delivered in the context of any professional services ordered or covered hereunder will perform in accordance with the specifications set forth in the applicable addendum or Statement of Work delivered therewith.

(c) ISS represents, warrants and covenants that it is the owner of the ICIS System or an authorized licensee thereof with full right to license such ICIS System to Customer as provided in this Agreement, and that neither such ICIS System or any part thereof, nor Customer's Use thereof, infringes or misappropriates any copyright, patent, trade secret, mask work or other proprietary right of any third party. ISS, at its expense, will indemnify, defend and hold harmless Customer from and against any third party claims or actions that the ICIS System or Customer's Use thereof within the scope of this Agreement infringes or unlawfully misappropriates such party's patent, copyright, trademark, or trade secret, and will pay amounts awarded to such party by a court of appropriate jurisdiction to the extent based on such claims or otherwise included in a settlement of such claims approved by ISS, provided that: (a) Customer notifies ISS in writing promptly upon becoming aware of such a claim; (b) ISS has sole control of the defense and all related settlement negotiations; and (c) Customer provides ISS with the reasonable assistance, information and authority necessary to perform the obligations of ISS under this paragraph. Reasonable out-of-pocket expenses incurred by Customer in providing such assistance will be reimbursed by ISS. ISS shall have no liability under this Section 5.1(c) for any claim to the extent based, in whole or in part, on: (a) use of the ICIS System outside the scope of this Agreement; (b) use of a superseded or altered (other than by or at the

direction of ISS) release of the ICIS System, if the infringement would have been avoided by the use of the current release of the ICIS System made available by ISS to Customer allowing Customer a reasonable amount of time to implement such current release; (c) the combination, operation, or use of the ICIS System with software, hardware, or other materials not furnished or recommended by ISS if such infringement would have been avoided by the use of the ICIS System without such software, hardware or other materials; or (d) any modification of the ICIS System not made by or at the direction of ISS. In the event any such claim is made, ISS shall take one of the following actions at its sole cost and expense: (i) modify the ICIS System to be non-infringing; (ii) obtain for Customer a license to continue using the ICIS System, or (iii) replace the ICIS System with non-infringing software substantially complying with the ICIS System's Specifications without the loss of features or functionality; or (iv) terminate the license for the infringing ICIS System and refund to Customer the following amount, determined by the period in which such termination occurs from the Effective Date of this Agreement: \$50,000 - Year 1, \$40,000 - Year 2, \$30,000 - Year 3, \$20,000 - Year 4, \$10,000 - Year 5, and \$0 - Year 6 and beyond. Notwithstanding the foregoing, in the event of any such third party claims that ISS believes may require it to exercise any of the remedies set forth in this Section 5.1(c), ISS shall take an opportunity to notify Customer of such claims, confer with Customer regarding the potential remedies hereunder, and periodically update Customer related to any such third party claims (or Customer may otherwise inquire as to the status of such matters).

(d) Open Source Software. As part of the ICIS System, ISS may supply to Customer or incorporate certain open source

software, including tools and technology as identified on Schedule 1.1 hereto ("Open Source Software"). ISS has disclosed to Customer and Customer has accepted ISS' use of Open Source Software in the development, delivery and ongoing operation of ICIS. ISS represents, warrants and covenants that Customer's Use of the ICIS system as provided hereunder will not violate the terms of the applicable Open Source Software license.

(e) ISS represents, warrants and covenants that the ICIS System will at all times perform substantially in accordance with the Specifications and remain compatible with the System Configuration and the hardware and software identified on Schedule 5.1(g) hereto (collectively, the "Customer System"). In the event that the ICIS System at any time does not perform in accordance with the Specifications or remain compatible with the System Configuration and the Customer System, ISS shall, as part of Support services and at no cost to Customer, make such modifications, adjustments or additions necessary to make the ICIS System conform to the Specifications and remain compatible with the System Configuration and the Customer System.

(f) ISS represents, warrants and covenants that upon initial delivery, the ICIS System is free from computer viruses introduced into the ICIS System as a result of the acts of ISS, its agents or employees and that the ICIS System is free of software traps, time-bombs, technically limiting devices and/or viruses, worms, or code (including any disabling device or code whatsoever) which would interfere with the intended use of the ICIS System in accordance with the Specifications or which destroy or alter Customer's data. ISS, its agents or employees shall not deactivate the ICIS System fully, in part, or in any other

manner. Further, ISS, its agents or employees shall not introduce or install at any time deactivation device(s) or similar program(s). In no event shall ISS, its agents or employees or anyone acting on its behalf, disable any other software or hardware used by Customer.

(g) Customer acknowledges acceptance that ISS has delivered the ICIS system with 2-digit date fields ("Non-Y2K Compliance") specifically as it pertains to Case-ID and Case-ID fields at the request and insistence of Customer. A 2-digit year is used as the basis for all case numbers assigned by the Circuit Clerk per Part 1, Section B of the Administrative Office of the Illinois Courts' Manual on Recordkeeping, which is a General Administrative Order of the Illinois Supreme Court with specific guidelines for how court records should be maintained.

(h) In the event that during the term of this Agreement, ISS becomes aware of an event, occurrence, error, defect or malfunction in the ICIS System that may adversely affect Customer, then ISS will promptly provide Customer with written notice of the event, occurrence, error, defect or malfunction and the possible adverse effect, as well as a proposed remedy therefore.

5.2. DISCLAIMER OF WARRANTIES.

THE WARRANTIES HEREIN 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, FITNESS FOR A PARTICULAR PURPOSE, TITLE

AND NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ISS'S AND CUSTOMER'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS AGREEMENT AND THE SUPPORT AGREEMENT. THE LIMITATION OF DAMAGES PROVISIONS SET FORTH IN THIS AGREEMENT SHALL NOT BE APPLICABLE TO ANY DAMAGES RESULTING FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, ANY INDEMNITY OBLIGATIONS HEREUNDER, OR VIOLATIONS OF THE SYSTEM SECURITY AND CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT.

7. TERM AND TERMINATION

7.1. Term. This Agreement will remain in effect (the "Term") until terminated as provided herein. The licenses granted hereunder shall remain in effect perpetually.

7.2. This Agreement may be terminated by either party (i) upon material breach by

the other party of a term hereof or of any other agreement between the parties which breach has not been cured within thirty (30) days of receipt of written notice reasonably identifying and describing such breach; (ii) immediately upon written notice, in the event that the other party files for bankruptcy or for protection against its creditors and such is not dismissed within sixty (60) days; or (iii) as may be mutually agreed. Notwithstanding anything to the contrary contained elsewhere herein, even if any dispute arises between the parties, in no event nor for any reason shall ISS, at any time during the Term, halt, interrupt, or suspend the provision of Services to Customer, or perform any other action that prevents, impedes, impairs, reduces or limits in any way the provision of Services or Customer's ability to conduct its business and activities (other than such minimal, routine interruptions as may be necessary and appropriate in order for ISS to provide the Services).

7.3. Termination Assistance. During the twenty-four (24) month period prior to or following the termination date of this Agreement or the Support Agreement, ISS will provide to Customer and/or a successor provider such termination assistance as may be reasonably requested and agreed to in writing by ISS and Customer, subject to payment by Customer of ISS's reasonable charges as agreed to by Customer. Such termination assistance (collectively, the "Termination Assistance Services") shall include (at the option of Customer) the timely performance of the following: (a) Developing a mutually acceptable plan for the orderly transition of Customer's information technology operations from ISS to Customer and/or a successor provider; (b) Providing reasonable training to Customer's personnel in the performance of the Services then being performed by ISS; (c) Furnishing Customer with duplicates of

magnetic tapes or printouts of their data base or providing Customer with the Customer data in a form deemed reasonably appropriate by Customer; (d) Transferring to Customer all administrative access for Customer's systems; and (e) Providing data extracts for any Customer data residing in ISS machines and software.

7.4. 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.

8. ASSIGNMENT

8.1. ISS or Customer may assign this Agreement to any subsidiary, parent company, or any successor to its interests in the subject matter. ISS may assign its right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party.

9. GENERAL PROVISIONS

9.1. Governing Law; Jurisdiction. 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. The exclusive jurisdiction and venue of all disputes resulting in litigation will be the state courts located in McHenry County, Illinois or Federal courts located in Rockford, Illinois.

9.2. To the extent that the terms of this Agreement conflict with the terms of any order form, exhibit or schedule, the terms of this Agreement shall be controlling. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter, including any proposals or purchase orders. This Agreement may be executed in

one or more counterparts, each of which shall be deemed an original but, when taken together, shall constitute one and the same document. 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. 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.

9.3. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Proposed modifications or amendments to this Agreement, including the terms of any proposal or purchase order, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties. The headings in this Agreement are for purposes of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.

9.4. A party shall be excused for delays in the performance of its obligations hereunder to the extent due to causes beyond its reasonable control and which could not have been avoided through the exercise of reasonable care, such as acts of God, acts or omissions of civil or military authorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, or the unavailability of necessary labor, materials, or manufacturing facilities (the "Force Majeure"). The party whose performance is being adversely affected shall (i) promptly notify the other of the nature of the Force Majeure and the obligations adversely affected thereby; (ii) make all reasonable

efforts to resume performance as soon as is reasonably possible and mitigate the adverse effects of the Force Majeure.

9.5. Confidentiality.

(a) In the performance of this Agreement, each party may have access to confidential, proprietary or trade secret information owned or provided by the other party relating to software products, object code, source code, business plans, financial information, specifications, flow charts and other data, in addition to the terms and conditions of this Agreement ("Confidential Information"). All materials exchanged by the parties shall be presumed confidential unless otherwise expressly agreed or if a reasonable person would deem such information not confidential. Each party ("Recipient") which receives Confidential Information from the other party (the "Disclosing Party") agrees, with respect to such Confidential Information to (a) use such Confidential Information only for purposes of fulfilling its obligations under this Agreement; (b) use the same methods and degree of care to prevent disclosure of such Confidential Information as it uses to prevent disclosure of its own proprietary and confidential information, but not less than a reasonable degree of care; (c) disclose Confidential Information to its employees, agents and contractors only on a need-to-know basis and not to disclose any Confidential Information to any other third party without the prior written consent of the Disclosing Party; and (d) return any Confidential Information in tangible form to the Disclosing Party upon request and to retain no copies, compilations or reproductions thereof. A Recipient shall not be obligated to treat information as Confidential Information if such information: (i) was rightfully in the Recipient's possession or was rightfully known to Recipient, on a non-confidential

basis, prior to receipt from the Disclosing Party; (ii) is or becomes public knowledge without the fault of the Recipient; (iii) is or becomes rightfully available to the Recipient without confidential restriction from a source not under the Disclosing Party's control or obligated to the Disclosing Party to keep such information confidential; (iv) is independently developed by the Recipient without use of the Confidential Information disclosed hereunder; provided, however, that the burden of proof of such independent development shall be on the Recipient; or (v) is disclosed pursuant to court or government action; provided, however, that the Recipient gives, unless prohibited from so doing, the Disclosing Party reasonable prior notice of disclosure pursuant to such court or government action. Each party will notify the other of any breach of this Section. Each of Customer and ISS agrees that any Confidential Information of a party that is in the possession of any representative shall remain the property of such party, and shall be returned immediately upon demand by Disclosing Party or, if not earlier demanded, upon expiration or termination of this Agreement.

(b) Each of Customer and ISS acknowledges that a breach of the confidentiality provisions of this Agreement may result in serious and irreparable harm to the other party for which there is no adequate remedy at law. In the event of such a breach, the other party shall be entitled to seek any temporary or permanent injunctive or other equitable relief in

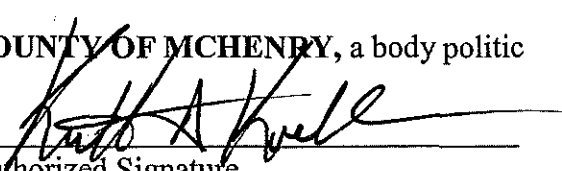
addition to any monetary damages hereunder. ISS agrees that its Consultants' access to Customer's premises shall comply with all security measures required by Customer or any third party to protect Confidential Information or other proprietary property of Customer or of third parties in Customer's possession.

(c) ISS shall store all Customer Confidential Information in a physically secure environment that protects it from unauthorized access, modification, theft, misuse and destruction. In addition to the general standards set forth above, ISS shall maintain an adequate level of physical security controls over its facility including appropriate alarm system, fire suppression, and access controls (including off-hour controls). Further, ISS shall maintain an industry standard level of data security controls, including logical access controls including user sign-on identification and authentication, data access controls (e.g., password protection of applications, data files and libraries), accountability tracking, anti-virus software, secured printers, restricted download to disk capability and provision for system software backup.

9.6. 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 set forth above or to such other address as the parties may substitute by giving notice to one another in accordance with this Section.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Software License Agreement as of the Effective Date.

COUNTY OF MCHENRY, a body politic

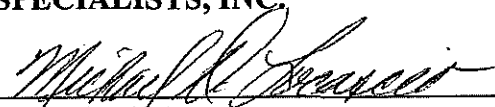

Authorized Signature

Kenneth D Koehler
Print Name

County Board Chairman
Title

04/21/2009
Date

INTEGRATED SOFTWARE
SPECIALISTS, INC.


Authorized Signature

MICHAEL D. LOCASCIO
Print Name

CEO
Title

4/22/09
Date

SCHEDULE 1.1

ICIS System

ICIS (Integrated Court Information System) is defined as the Court Case Management System, represented as ICIS Version 2.0. The Version designates ISS' code level delivered to the Customer. The ICIS System (Production Environment), defined for this Agreement, is as follows:

- ICIS System – The application code delivered to the Customer as Release 1, which includes
 - Automated Disposition Reporting
 - Court Calls
 - APS Interface
 - Traffic Safety School
 - VINE Interface
 - Amcore Interface
 - IVR Web Service Interface
 - State Disbursement Unit (SDU)
 - Statute Table Upload
 - Release 2 upgrades to ICIS
- Application Interface – Application interfaces delivered as a part of ICIS Release 1 and Release 2, including Web Services
- ICIS Architecture & Framework Components
 - ICIS architecture
 - Enterprise Services Bus (ESB)
 - Rules Engine
 - iBuild™
 - Reporting suite
 - Security Framework
 - Web Services

SCHEDULE 1.8

Specifications

[See attached SRS's]

EXHIBIT A
Support Agreement

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-200904-41-140 Authorizing entering into a Software License Agreement with Integrated Software Specialists, Inc.. 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