



Vital Records software License Maintenance and Support

in

Vermilion County, Illinois

Agreement For DEVNET Inc. Services

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This "Agreement" dated May 1, 2019 ("Effective Date") is between DEVNET, INC., (DEVNET), an Illinois Corporation, having its principal offices at 1709 Afton Road, Sycamore, Illinois 60178, and VERMILION COUNTY, Illinois (VERMILION COUNTY), an State unit of local government, having its principal offices at VERMILION COUNTY Courthouse, 6 N. Vermilion, Danville, IL 61832.

Recitals

WHEREAS, DEVNET is in the business of providing software development to units of local government and others; and

WHEREAS, VERMILION COUNTY desires to update and modernize its Vital Records software;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEVNET and VERMILION COUNTY ("the Parties") hereby agree as follows:

ARTICLE 1: Definitions

- 1.1 **Acceptance**
The term "acceptance" means the first date and time that the DEVNET Vital Records software System is delivered to VERMILION COUNTY, is installed on VERMILION COUNTY's hardware, and is certified by a representative of each of the parties hereto as being in full compliance with the terms of this Agreement.
- 1.2 **Application Error**
The term "application error" means an error in an application program that causes it to fail and terminate abnormally.
- 1.3 **Application Program**
The term "Application Program" means the software programs developed and exclusively owned by DEVNET that will allow VERMILION COUNTY to operate its Vital Records database.
- 1.4 **Customized Changes**
The term "customized changes" means a program or system change specific to the needs of VERMILION COUNTY and that no other current client of DEVNET has requested on or before the date of acceptance.
- 1.5 **Database Error**
The term "database error" means an error or corruption in a database that causes an application program to fail or to present inaccurate or corrupted data to the user. These errors can be caused by hardware failure, operating system failure or incorrect configuration of database hardware or software and are not caused by an error in the DEVNET Vital Records software System.
- 1.6 **Vermilion County Databases**
The term "VERMILION COUNTY Databases" means the Vital Records data prepared and managed by VERMILION COUNTY that are stored in electronic format and which are accessible by VERMILION COUNTY's computer system.

- 1.7 Vermilion County Equipment**
The term "VERMILION COUNTY Equipment" means the equipment owned (or leased), operated and maintained by the VERMILION COUNTY. By way of illustration, but not limitation, VERMILION COUNTY Equipment includes: access to mainframe, minicomputer, and LAN server platforms where "VERMILION COUNTY Databases reside, and the communications equipment required to link the VERMILION COUNTY Databases to any satellite location(s).
- 1.8 Vermilion County Software**
The term "VERMILION COUNTY Software" means application software, database management software, and operating system software that runs on VERMILION COUNTY Equipment and VERMILION COUNTY Databases and/or other software all of which are owned (or licensed from third parties), and maintained by VERMILION COUNTY (or VERMILION COUNTY's third party vendors), not DEVNET.
- 1.9 Documentation**
The term "Documentation" means User manuals, VERMILION COUNTY training literature, other written materials that DEVNET normally provides, or will provide with the services set forth herein and verbal representations made at sales demonstrations by authorized DEVNET personnel.
- 1.10 DEVNET Vital Records software System**
The term "DEVNET Vital Records Software System" means all of the application programs, source codes, database definitions and documentation necessary for the purpose of indexing Recorder of deeds and Vital Records document information.
- 1.11 Software Maintenance**
The terms "software maintenance" means an ongoing process of modernizing, repairing and enhancing an existing software system.
- 1.12 Software Support**
The term "software support" means the ongoing process of providing services to the users of a software system that allows them to make proper and efficient use of the system. These services include user training, repair of data corrupted by database errors and answering user questions.

ARTICLE 2: Description of Services

- 2.1 DEVNET shall provide VERMILION COUNTY the DEVNET Vital Records Software System as described below for the fees set forth herein on the dates listed in Article 6 below.
- 2.2 DEVNET shall develop, maintain and support a Vital Records software System for use by VERMILION COUNTY in the ordinary course of its business.
- 2.3 DEVNET shall provide its own development tools for the development of the DEVNET Vital Records software System. DEVNET will also be responsible for setting up a testing and development Windows Server 2008 R2-2012 R2 network within its own offices for such purposes.
- 2.4 DEVNET shall supply the following modules in the DEVNET Vital Records software System. As the software develops, the list shall be updated and modified as priorities change. This list does not include some of the minor functions of the system as they are intended to be included in the larger modules.

Vital Records Indexing and Retrieval

- Allows indexing of birth, death and marriage records
- Extensive genealogy features automatically build family history by linking related vital records
- Allows indexing, reporting, and publication of marriage licenses
- Extensive reporting capabilities, including index book generation and daily entry proof listings
- Extensive inquiry capabilities
- System produces a variety of elegant forms

Document Scanning

- Fully integrated into all DEVNET Edge® solutions
- Customizable for a variety of uses throughout your courthouse or organization. Images can be indexed by a wide array of information
- Supports over 100 different image formats including the most popular formats for document scanning and digital photography
- Supports nearly all major brands and models of scanning and digital image capturing devices
- Images from other scanning systems and products can easily be converted
- Images can be published and sold via CD-ROM. A client application is available for use by the public

2.5 **SECURITY**

All modules shall contain sufficient levels of security to prevent unauthorized users from modifying data in any way.

- 2.6 DEVNET shall provide maintenance and support that includes:
- a. Software maintenance will include all State mandated law changes, all Department of Revenue Administrative changes (such as changes to the Abstracts) or any new reporting requirements. Software maintenance also includes all system upgrades of non-customized portions of the DEVNET Vital Records software System. Maintenance does not include the cost of any upgrades to third party software. VERMILION COUNTY is not required to upgrade third party software such as operating systems or database software unless failing to perform such an upgrade results in application errors in the DEVNET Inc. Vital Records System. As part of maintenance DEVNET will also provide documentation in an electronic format for the DEVNET Inc. Vital Records System as such documentation becomes available. Maintenance also includes the correction of any DEVNET Inc. Vital Records System software discrepancies that result in application errors. As part of maintenance DEVNET intends to certify the DEVNET Inc. Vital Records System's compatibility with additional operating systems as DEVNET determines these operating systems are acceptable platforms for the use of the DEVNET Inc. Vital Records System.
 - b. Software support includes all training, and retraining of VERMILION COUNTY Personnel. It includes the diagnosis and correction of errors that may occur in the database due to a hardware or network problem. It includes telephone and on site support for major processes such as printing Real Estate tax bills, printing notices etc. If any support is required during weekends or after normal business hours, DEVNET requests that a 2-day advance notice be given, so DEVNET can have staff available to help. DEVNET understands that any advance notice may not be possible and as such we will provide the person or persons designated by VERMILION COUNTY with pager and/or home phone numbers of DEVNET staff members. Software support also includes telephone support for any "how to" questions that any member of VERMILION COUNTY's staff may have.
 - c. Software support shall not include any customized changes to the system, after the system is accepted by VERMILION COUNTY.
 - d. Undertaking enhancements as mutually agreed upon by the Parties at an additional cost to be mutually agreed in writing.
 - e. DEVNET shall reasonably respond to VERMILION COUNTY'S phone calls by return telephone call. However, there are may be times when a programmer is not immediately available. In these isolated cases DEVNET guarantees a response time of not more than two (2) hours from the time of the initial call. VERMILION COUNTY shall have the option to contact the project manager or head of DEVNET'S support division to have the problem reassigned.

ARTICLE 3: Joint Responsibilities

- 3.1 Product design, to ensure consistency of interface and operation of VERMILION COUNTY Databases.
- 3.2 Technology planning, to ensure adequate infrastructure necessary to deliver any expanded services.
- 3.3 Change control planning, to ensure orderly maintenance and enhancement of VERMILION COUNTY Databases.

ARTICLE 4: VERMILION COUNTY Responsibilities

- 4.1 VERMILION COUNTY shall take the steps necessary, including the activities set forth in the following provisions, to enable DEVNET, in accordance with a mutually agreed upon schedule, to develop, install, test and maintain the DEVNET Vital Records software System in VERMILION COUNTY's Databases.
- 4.2 VERMILION COUNTY shall allow DEVNET scheduled access to VERMILION COUNTY Equipment and VERMILION COUNTY Software relevant to the DEVNET Vital Records software System to obtain the needed access to its software and equipment, in order to allow DEVNET to develop, install, test and maintain the DEVNET Vital Records software System in VERMILION COUNTY's Databases. Any delay by VERMILION COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.3 VERMILION COUNTY shall take all necessary actions in order to allow DEVNET scheduled access to the VERMILION Software and VERMILION Equipment seven days a week, 24 hours a day, if possible, when DEVNET determines that such access is required by DEVNET and it is mutually agreed by VERMILION COUNTY. Any delay by VERMILION COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time. DEVNET also requires scheduled access seven days a week, 24 hours a day to VERMILION COUNTY Vital Records databases and Vital Records servers via modem or Internet connection.
- 4.4 VERMILION COUNTY shall provide guidelines to DEVNET regarding use of information contained in the VERMILION Databases and such other information as DEVNET may require to perform its work as described in this Agreement. Any delay by VERMILION COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.5 VERMILION COUNTY shall allow DEVNET to use VERMILION COUNTY'S name in promoting DEVNET to potential users and other customers and will allow DEVNET to use, copies obtained at DEVNET'S expense at a time convenient to VERMILION COUNTY, the VERMILION Databases for demonstration of the DEVNET Vital Records software System to potential users and other customers. Notice of this paragraph shall follow the provisions of Paragraph 15.1 herein.
- 4.6 If VERMILION COUNTY makes modifications to its hardware and/or software (including operating systems) that are incompatible with the DEVNET Vital Records software System, efforts by DEVNET to make necessary revisions due to such change(s) will be billable to VERMILION COUNTY at DEVNET's then-current rates for time and materials. Any delay by VERMILION COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.7 On or before the commencement of work to be performed by DEVNET pursuant to this Agreement, VERMILION COUNTY shall obtain and have in full operation the following hardware for installation and operation of the DEVNET Vital Records software System:

Hardware Requirements for DEVNET Products

Hardware may be purchased from any third-party vendor of the County's choice. Note that the county or third-party vendor is responsible for setting up the file server and all required third-party software, including the Active Directory/domain and SQL Server.

The following specifications assume a single SQL and File server environment. In an environment in which the DEVNET applications do not reside on the SQL server, these specifications apply to the SQL server.

If the Application, Image/Document, Sketch files are stored on a separate server or NAS, the file I/O performance of this alternative must be equivalent to the server specifications described in this section.

These specifications are for a physical server to support the DEVNET solution.

Server Specifications

Minimum less than 100,000 parcels and less than 40 users
2.00+ GHz Quad-Core Processor
32-64 GB RAM
300 GB hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for Windows OS, SQL Server Application, and Virtual Memory file ^{1,2}
600 GB available hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for SQL Data, Separate array for the SQL log files may be recommended ^{1,2}
1 TB available hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for Application, Image/Document & Sketch files ^{1,2}
Video adapter capable of 1280 x 1024 resolution
Monitor capable of 1280 x 1024 resolution
Tape/disk or other backup solution
High Speed Internet Access
VPN remote access
Dual Teamed 1 Gb Ethernet Adapter
N+1 redundant cooling ³
N+1 redundant power ³
Uninterruptible Power Supply ⁴
Windows Server 2012-2016 Standard Edition ⁵
Microsoft SQL Server 2012-2016 Standard Edition ⁵
MS SQL Native Client
.NET Framework 4.5

¹ The storage space required may vary depending on the number of parcels, images, sketches, and documents. Additionally the amount of historical information added will impact the storage requirements.

² Clients may substitute the recommended RAID levels for alternative RAID levels or storage methods such as a SAN as long as they provide the comparable redundancy and performance. The lowest server specifications provided above will provide sustained disk I/O of 250MB/s based on Windows file read write testing. The highest specifications will provide sustained disk I/O of 450MB/s based on Windows file read write testing.

³ The client can substitute an alternative as long as they provide the same level of redundancy.

⁴ The client does not need a UPS specific to this server as long as the solution utilized can provide sufficient runtime and graceful shutdown of the server.

⁵ While older Windows and SQL server versions are supported, we recommend using the Windows Server 2016 standard edition and SQL server 2016 standard edition

Server Virtualization

DEVNET does not recommend a virtual Microsoft SQL server.

If a virtual environment is utilized, the virtual server must provide the same sustained performance as the recommended physical hardware.

The most critical performance component is disk I/O. The virtual SQL server must provide sustained performance equivalent to the recommended physical server while other guest virtual servers on the same physical server are under load. Note that unlike other applications, SQL is not very tolerant of latency.

The lowest server specifications provided in this section provide sustained disk I/O of 250MB/s based on Windows file read write testing. The highest specifications provide sustained disk I/O of 450MB/s based on Windows file read write testing.

Workstation Specifications

Minimum
2.0+ GHz single core Processor
4 GB RAM
20GB+ hard drive
Video adapter capable of 1280 x 1024 resolution
19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution
Windows p7-10 (ver. 1511+) Pro/Ent
100/1000 Mb Ethernet Adapter
Mouse
MS SQL Native Client
.NET Framework 4.5

Recommended
2.0+ GHz dual core Processor
8 GB RAM

40GB+ hard drive
Video adapter capable of 1280 x 1024 resolution
19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution
Windows 7-10 (ver. 1511+) Pro-Ent
100/1000 Mb Ethernet Adapter
Mouse
MS SQL Native Client
.NET Framework 4.5

Printers

DEVNET applications are compatible with most laser printers.

Receipt/Slip Printer

DEVNET applications can print receipts to either a laser printer or receipt printer. Receipt/slip printers compatible with the DEVNET applications must have a Windows driver that supports the printer's functions and paper type. If slip/check endorsement printing and/or cash drawers will be used, receipt/slip printer driver will need to support slip wait and cash drawer open via settings in the driver. The DEVNET applications are compatible with Epson TM-U675 Receipt/Slip/Validation Printer. DEVNET has successfully worked with other Epson printers that use the EPSON Advanced Print Driver.

Bar Code Reader

Barcode reader must read Code 39 and have the ability to add a prefix and suffix character (depending on your barcode configuration). Additionally, the barcode reader must be configured to omit carriage return and line feed. DEVNET recommends the Honeywell Voyager Series bar code reader.

Document Scanning

The DEVNET application can interface with scanners that provide a fully TWAIN compliant driver.

DEVNET recommends Fujitsu scanners for use with its imaging applications. When imaging is used within DEVNET applications, one or more licenses of Lead Tools imaging toolkit are required. The Lead Tools software can be provided with the installation of DEVNET software applications.

Check Scanning

The DEVNET application can interface with scanners that provide a fully TWAIN compliant driver. DEVNET recommends the Epson Capture One and Epson TM-S2000 scanners.

ARTICLE 5: Term

- 5.1 The initial term of this agreement shall be five (5) years from the date hereof subject to article 13.

ARTICLE 6: Price and Payment

- 6.1 The payment schedule set forth herein is priced over the following five years, payable yearly, effective from the date of execution of this Agreement.

Year 01 (May 1, 2019-April 30, 2020): For services received by VERMILION COUNTY under this Agreement during Year 01, VERMILION COUNTY shall pay to DEVNET the sum of \$3,150.00, payable as follows:

- A. The sum of \$3,150.00 on or before May 1, 2019.

The sums payable for Year 01 services shall be apportioned as follows:

- ⊖ \$3,150.00 for Vital Records software license, maintenance and support.

- 6.2 Year 02 (May 1, 2020- April 31, 2021): For services received by VERMILION COUNTY under this Agreement during Year 02, VERMILION COUNTY shall pay to DEVNET the sum of \$3,150.00, payable as follows:

- A. The sum of \$3,150.00 on or before May 1, 2020.

The sums payable for Year 02 services shall be apportioned as follows:

- ⊖ \$3,150.00 for Vital Records software license, maintenance and support.

- 6.3 Year 03 (May 1, 2021- April 31, 2022): For services received by VERMILION COUNTY under this Agreement during Year 03, VERMILION COUNTY shall pay to DEVNET the sum of \$3,150.00, payable as follows:

- A. The sum of \$3,150.00 on or before May 1, 2021.

The sums payable for Year 03 services shall be apportioned as follows:

- ⊖ \$3,150.00 for Vital Records software license, maintenance and support.

- 6.4 Year 04 (May 1, 2022- April 31, 2023): For services received by VERMILION COUNTY under this Agreement during Year 04, VERMILION COUNTY shall pay to DEVNET the sum of \$3,150.00, payable as follows:

- A. The sum of \$3,150.00 on or before May 1, 2022.

The sums payable for Year 04 services shall be apportioned as follows:

- ⊖ \$3,150.00 for Vital Records software license, maintenance and support.

6.5 Year 05 (May 1, 2023- April 31, 2024): For services received by VERMILION COUNTY under this Agreement during Year 05, VERMILION COUNTY shall pay to DEVNET the sum of \$3,150.00, payable as follows:

A. The sum of \$3,150.00 on or before May 1, 2023.

The sums payable for Year 05 services shall be apportioned as follows:

⊖ \$3,150.00 for Vital Records software license, maintenance and support.

ARTICLE 7: Ownership; Limited License Granted

- 7.1 Except as provided in Article 7.2 below, no licenses are granted hereunder. In no event shall title to any software, equipment, or asset pass from DEVNET to VERMILION COUNTY, nor shall title to any VERMILION COUNTY Equipment or VERMILION COUNTY Software or asset pass from VERMILION COUNTY to DEVNET. DEVNET shall have exclusive ownership and property rights in the DEVNET Vital Records software System, Documentation, Demonstration Program, DEVNET's VERMILION COUNTY Training Program, Data Screens, Interfaces and Marketing Literature.
- 7.2 DEVNET hereby grants VERMILION COUNTY a revocable, non-transferable, license to install, on the VERMILION COUNTY Equipment, and use solely for VERMILION COUNTY's internal business purposes, the compiled application programs of the DEVNET Vital Records software System. Except as set forth herein, VERMILION COUNTY may not use, sublicense, distribute or dispose the licensed portion of the DEVNET Vital Records software System, or any modified forms thereof, in any manner whatsoever. The license granted hereunder is subject further to the following additional conditions:
- i. The licensed software may not be installed on any equipment other than the VERMILION COUNTY Equipment;
 - ii. The VERMILION COUNTY Equipment shall be located at all times at the VERMILION COUNTY site; and
 - iii. Authorized users of the licensed software may only access and use the licensed software while onsite at the VERMILION COUNTY site, and may not access and use the licensed software from a remote location.

VERMILION COUNTY will protect against the disclosure of the DEVNET Vital Records software System in accordance with Article 8 below. The license granted under this Article 7.2 will be immediately revoked in the event the VERMILION COUNTY breaches any of these provisions. VERMILION COUNTY shall be allowed to make one or more copies of this software for the sole purpose of routine system backup and archival.

- 7.3 DEVNET shall own the copyright and have free and clear title to all Vital Records software developed pursuant to this Agreement, including all extensions thereof.

ARTICLE 8: Confidentiality and Nondisclosure

8.1 DEVNET and VERMILION COUNTY intend to disclose to each other information, which may include confidential information in connection with this Agreement. The term "Confidential Information" shall mean any information or data which is divulged by a Party to the other Party under or in contemplation of this Agreement and which:

- i. If in tangible form or other media that can be converted to readable form, is marked as proprietary, confidential or private when disclosed, or
- ii. If oral or visual, is identified as proprietary, confidential, or private on disclosure and is summarized in a writing so marked and delivered within ten (10) days following such disclosure.

Confidential Information may be either the property of the disclosing Party or information provided to the disclosing Party by a "corporate affiliate" of the disclosing Party or by a third party. For VERMILION COUNTY, "corporate affiliates" means governmental employees, agencies and bodies, and all persons or entities employed or otherwise engaged thereby, provided that persons or entities that are not governmental employees shall be required to execute appropriate nondisclosure agreements before obtaining access to DEVNET's Confidential Information.

8.2 The confidentiality and nondisclosure provisions set forth herein are intended to encompass the corporate affiliates of the Parties. Consequently, affiliates of either Party may disclose Confidential Information to the other Party or its affiliates, and affiliates of either Party may receive Confidential Information from the other Party or its affiliates. The terms "disclosing Party" and Receiving Party shall include affiliates of the Parties hereto with respect to Confidential Information disclosed or received by the affiliates. The rights and obligations of the Parties shall inure to the benefit of their respective corporate affiliates and may be directly enforced by such affiliates.

8.3 The receiving Party acknowledges value to the disclosing Party of all Confidential Information. With respect to Confidential information, the recipient shall:

- A. Use the Confidential Information only as required for this Agreement
- B. Restrict disclosure of the Confidential Information solely to those employees of such Party and its affiliates with a need to know and not dispose it to any other person or entity without the prior written consent of the disposing Party;
- C. Advise those employees who gain access to Confidential Information of their obligations with respect to the Confidential Information; and
- D. Make only the number of copies of the Confidential information necessary to disseminate the Information to those employees who are entitled to have access to it, and ensure that all confidentiality notices set forth on the Confidential Information are reproduced in full on such copies.

For the purposes of this Article 8 only, "employees" includes third parties retained for temporary administrative, clerical or programming support. A need to know means that the employee requires the Confidential Information in order to perform his or her responsibilities in connection with this Agreement.

- 8.4** The obligations of Article 8.3 above shall not apply to any Confidential Information that the recipient can demonstrate:
- A.** Is or becomes available to the public through no breach of this Agreement;
 - B.** Was previously known by the recipient without any obligation to hold in confidence;
 - C.** Is received from a third party free to disclose such information without restriction;
 - D.** Is independently developed by the recipient without the use of Confidential Information of the disclosing Party;
 - E.** Is approved for release by written authorization of the disposing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
 - F.** Is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
 - G.** Is disclosed in response to a valid order of a court and other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that the recipient shall first notify divulging Party of the order and permit the disclosing Party to seek an appropriate protective order.
- 8.5** Except where otherwise required by law or court order, Confidential information, including permitted copies, shall be deemed the property of the disclosing Party. The recipient shall, within twenty (20) days of a written request by the disclosing Party, return all Confidential information, including all copies thereof, to the disposing Party or, if so directed by the disclosing Party, destroy all such Confidential information.
- 8.6** Both Parties agree that an impending or existing violation of any provision of this Agreement would cause the disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the disclosing Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
- 8.7** All obligations undertaken respecting Confidential information provided hereunder shall survive any expiration or termination of this Agreement.

ARTICLE 9: Warranty

- 9.1 DEVNET warrants that the DEVNET Vital Records software System, for the term of this agreement, when used under normal operating conditions, will function in material conformance with the Documentation. VERMILION COUNTY's initial remedy for any failure of the DEVNET Vital Records software System to so function shall be to contact DEVNET and to have it remedy the failure to function. If DEVNET cannot so remedy that failure within a reasonable time, VERMILION COUNTY shall be permitted to secure its own reasonable remedy for that failure.
- 9.2 The warranties provided in this Agreement do not cover malfunctions or failure caused by:
- A. VERMILION COUNTY's modification or relocation of the VERMILION equipment or software, unless mutually agreed upon in writing prior to each such modification or relocation.
 - B. VERMILION COUNTY's or any third party's abuse, misuse or negligence;
 - C. Power failure or surges, lightning, fire, flood, accident, and other events outside DEVNET's reasonable control;
 - D. VERMILION COUNTY's failure to fulfill its contractual obligations set forth in this Agreement; and
 - E. Hardware, network or operating system failure.
- 9.3 Except for the warranties expressly set forth above in this Article 9, DEVNET makes no other warranties of any kind, express or implied, regarding the DEVNET Vital Records software System, any component thereof, any work to be performed by DEVNET hereunder, or otherwise with respect to this Agreement, and all other warranties (including, but not limited to, any warranties of merchantability or fitness for a particular purpose) are expressly disclaimed and excluded, to the maximum extent permissible by applicable law.
- 9.4 VERMILION COUNTY expressly acknowledges that systems made available or accessible on or through the Internet or other public networks cannot be guaranteed to be totally secure and that no security measures are impenetrable. If, pursuant to this Agreement, VERMILION COUNTY is licensing or otherwise being provided by DEVNET with any program, product, or component that will be made available or accessible on or through the internet or any other public network (e.g., DEVNET'S "wEdge™" product), VERMILION COUNTY acknowledges that, as between the parties, VERMILION COUNTY (and not DEVNET) is solely and exclusively responsible for deploying, monitoring, and maintaining appropriate security measures, systems, and infrastructure (e.g., firewalls) that reasonably and appropriately protect, and prevent unauthorized access to, VERMILION COUNTY's systems, data, and other resources. Without limiting the provisions of Article 9.3, DEVNET expressly does not represent, warrant, or covenant that any such DEVNET-provided program, product, or component shall be available or accessible on a completely uninterrupted or error-free basis. DEVNET shall not have any obligation or liability with respect to:
- (I) Inaccuracies, errors, or omissions in data or information provided by third parties or that arise in the transmission of any data or information over the internet or other public networks; or
 - (II) Security breaches or incidents that result from causes not under the control of DEVNET.

ARTICLE 10: Indemnification

- 10.1 VERMILION COUNTY shall defend, indemnify and hold harmless DEVNET, its employees, directors, and shareholders against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of VERMILION COUNTY's negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. VERMILION COUNTY shall promptly notify DEVNET of any claim. VERMILION COUNTY shall fully cooperate with DEVNET in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.
- 10.2 DEVNET shall defend, indemnify and hold harmless VERMILION COUNTY, its employees and agents against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of DEVNET'S negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. DEVNET shall promptly notify VERMILION COUNTY of any claim. DEVNET shall cooperate fully with VERMILION COUNTY in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.
- 10.3 To the degree that VERMILION COUNTY provides software to DEVNET under this Agreement or otherwise, VERMILION COUNTY warrants that it either owns or has the right to grant DEVNET the usage rights to such software set forth in this Agreement. VERMILION COUNTY shall indemnify and hold harmless DEVNET against and from all claims, demands, suits, actions, judgments, losses, damages and expenses (including reasonable attorneys fees) made against or incurred by DEVNET for infringement of any United States patent, copyright, or trade secret of any third party arising from or relating to the use of software supplied by VERMILION COUNTY pursuant to this Agreement. This indemnity and hold harmless obligation shall not apply, however, to the degree that the alleged infringement arises from or relates to modification of the software by DEVNET or by a third party retained by or under the control of DEVNET.
- 10.4 VERMILION COUNTY shall be solely responsible for insuring that the software development parameters provided to DEVNET by VERMILION COUNTY comply with all applicable laws, statutes and ordinances. VERMILION hereby agrees to indemnify and hold DEVNET, its employees, officers, directors and shareholders, harmless from any and all suits, claims, actions, causes of action, losses, damages or other matters that in any way arise from, in whole or in part, the failure or alleged failure of the DEVNET Vital Records software System to conform to all applicable laws, statutes and ordinances.

ARTICLE 11: Changes

- 11.1 DEVNET shall not perform any service or provide any deliverables not specified herein or act upon any request for additions, deletions and/or changes (hereinafter "Changes") not specified in this Agreement or amendment thereto without the prior written consent of VERMILION COUNTY. Such written consent will be in the form of a Change Control Document. The costs for said services shall be mutually agreed upon prior to the commencement of any such work or provision of any such deliverables. This paragraph is subject to Paragraph 15.1: Notices.

ARTICLE 12: Force Majeure

- 12.1 DEVNET shall not be liable in any way for any delay, failure, losses, damages or expenses due to any of the following: any cause beyond DEVNET's reasonable control, including but not limited to, fires, floods, epidemics, quarantine restrictions, unusually severe weather, manufacturer's delays, strikes, embargoes, explosions, power blackouts, wars, labor disputes, acts of civil disobedience, acts of Civil or military authorities, acts of nature, acts of public enemies, acts or omissions of carriers or any court order connected with the Modification of Final Judgment, which may delay, hinder, or prevent performance under this Agreement; provided that DEVNET has exercised reasonable measures, if feasible, to mitigate such delay or failure.

ARTICLE 13: Termination

- 13.1 If either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement, then the other Party may serve upon the Defaulting Party a Notice to Cure said neglect, failure or refusal to perform. The notice to cure shall specify the alleged neglect, failure, or refusal and shall be served as provided for service of notices in paragraph 15.1 herein. If, within fifteen (15) days of the date of service of such notice, the Defaulting Party has not fully cured all the items indicated therein, or presented a plan acceptable to the other Party to cure such items, then upon expiration of said fifteen (15) days, the other Party may, at its option, elect to serve a Notice of Termination as provided in paragraph 13.2 herein below.
- 13.2 In addition to termination pursuant to Article 5, if either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement within thirty (30) days of service of the Notice to Cure provided in paragraph 13.1 hereinabove, then the other Party may serve upon the Defaulting Party notice of its intention to terminate this Agreement. The notice of termination shall specify the alleged neglect, failure, or refusal and shall be served by registered mail. If, within thirty (30) days of the date of service of such notice, the Defaulting Party has not fully cured all the Defaults indicated therein, or presented a plan acceptable to the other Party to cure such Defaults, then upon expiration of said thirty (30) days, the other Party may, at its option, elect to terminate this Agreement by providing the Defaulting Party a second written notice. This paragraph is subject to Paragraph 15.1: Notices.
- 13.3 The right of either Party to terminate this Agreement shall not be affected by its failure to take action with respect to any previous Default.
- 13.4 In the event one Party desires to terminate this Agreement before expiration of the Term when there is not a Default, and the Parties are unable to agree upon a fair and equitable settlement, the Parties will submit the matter to binding arbitration. Each Party will select one (1) arbitrator each with the two (2) selected arbitrators agreeing upon the third arbitrator.

ARTICLE 14: Assignment

- 14.1 This Agreement is not assignable by either Party without the written consent of the other, which consent shall not be unreasonably withheld.

ARTICLE 15: Miscellaneous

15.1 Notices

Except as otherwise provided for herein, any notice, communication or demand which under the terms of this Agreement or under any statute must or may be given or made by either Party to the other shall be in writing and shall reference this Agreement. Such notice shall be conveyed by personal delivery, facsimile during business hours with hard copy to follow within 24 hours, or certified, express, overnight or other mail service which provides proof of receipt, addressed to the respective Parties at the following addresses:

To DEVNET: DEVNET, Inc.
 1709 Afton Road
 Sycamore, Illinois 60178
 Facsimile: (815) 899-0020

To VERMILION: VERMILION COUNTY Courthouse
 6 N. Vermilion
 Danville, IL 61832

The date upon which such notice is so personally delivered, or, if the notice is given by said mail service or facsimile the date which it is received by the addressee, shall be deemed to be the date of such notice, irrespective of the date appearing thereon.

15.2 Independent Contractor

DEVNET and VERMILION COUNTY are acting hereunder as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. This Agreement shall not be construed so as to constitute DEVNET and VERMILION COUNTY as partners or joint venturers, or as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes provided for herein. DEVNET certifies that it has purchased standard business insurance.

15.3 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois.

15.4 Publicity

Neither Party may, without the other Party's prior written consent, publish or otherwise use advertising, sales promotion materials, press releases or other publicity materials naming the DEVNET Vital Records software System except as otherwise set forth herein, or other matters under this Agreement where the names, marks or services of the other Party are mentioned or used.

15.5 Order of Precedence

In the event of a conflict between the terms and conditions contained in the body of this Agreement and those contained in an attachment to this Agreement, the terms and conditions set forth in the body of this Agreement shall take precedence.

- 15.6 Severability**
If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- 15.7 Non-Walver**
Failure of either Party to insist in any instance upon strict performance by the other Party of any of the provisions of this Agreement shall not be construed or deemed to be a waiver of such provision, or any other provision hereof.
- 15.8 Exclusive Remedies**
The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies, both in contract and in tort, for each other's breach of this Agreement.
- 15.9 Compliance with Laws**
Each Party shall comply with all applicable laws and regulations that pertain to its performance of its obligations and exercise of its rights under this Agreement. Both parties shall conduct their respective actions under this Agreement in such manner as to comply in all respects with the laws of the United States of America, the State of Illinois, and any other State, Federal or Local agency or unit of government that may legally control or direct the actions of either party. In the event any provision of this Agreement shall now or at any time in the future be in conflict with any such law, rule, ordinance, decision or other writing of any such governmental agency or unit of government, then said provision shall be null and void and of no force and effect, and the remainder of this Agreement shall continue in full force and effect as if said provision had not been included herein.
- 15.10 Binding Effect**
This Agreement shall be binding on each Party's successors and assigns, upon signature.
- 15.11 Approvals**
This Agreement shall not be binding upon DEVNET until it is approved and signed by the DEVNET official authorized to sign this Agreement and all county officials and officers required by statute or ordinance to execute it.
- 15.12 Survival**
The provisions of paragraphs 7.2, 7.3, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 10.1 and 10.2 shall survive the term of this Agreement, whether said termination is for cause or by expiration of time.
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ARTICLE 16: Entire Agreement

- 16.1 This Agreement, including the Amendments attached hereto, if any, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, documents and all other communications between the Parties, both oral and written. It may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any form document, such as a purchase order, submitted by either Party to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first set forth above.

VERMILION COUNTY

By: *Cathy Jenkins* 4/24/19
VERMILION COUNTY

DEVNET, INC.

By: _____
Michael J. Gentry, President

