



SOFTWARE LICENSE AGREEMENT

This Software License Agreement between CityView, an unincorporated division of N. Harris Computer Corporation ("Vendor"), and the Village of Villa Park, IL ("Licensee") is effective as of (the "Effective Date").

Whereas the Vendor proposes to license its software application to Licensee;

Whereas the Licensee has received the proper approvals such that it will license the software application;

Now therefore, the two parties agree to the following:

1. DEFINITIONS

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

- a. **"Add-on"** means an individual component of the software that provides a specific functionality.
- b. **"Agreement"** means this Software License Agreement, including all of its Exhibits and all instruments supplementing, amending or confirming this Agreement.
- c. **"Application Builder"** is a specific module that permits Licensee to have access to development tools within the Software.
- d. **"Core Software"** means that portion of the Software that provides the base functionality which, when installed and implemented, will always be in operation when the Software is in operation on the Designated Computer System.
- e. **"Designated Computer System"** shall mean the Licensee's platform and operating system environment which is operating the Software.
- f. **"Documentation"** shall mean user guides, operating manuals, technical manuals, supporting materials, and other information relating to the use of the Software, whether distributed in print, magnetic, electronic, or video format.
- g. **"Event of Default"** shall have the meaning ascribed to it in section 6.
- h. **"Maximum Concurrent Users"** shall have the meaning ascribed to it in section 3.
- i. **"PreBuilt"** means a particular application component of the Software that provides general functionality.
- j. **"Software"** shall mean the licensed CityView application software consisting of the Core Software, the Application Builder, the PreBuilts and the Add-ons, including any updates provided subsequent to this Agreement, and including all copies made by whomsoever produced.
- k. **"Source Code"** of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.
- l. **"User"** means an agent of Licensee who has been provided with permission by Vendor to be a User or an employee of Licensee while that agent or employee is engaged in using the Software.
- m. **Desktop Configuration Tools** are a set of tools used for the process of defining the values of parameters for the Software. This includes but is not limited to Lookup table values, Fees, Letter templates, Activity-based workflows, custom data fields and business rules definable in the Software rules engine.

2. EXHIBITS

The Exhibits described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Exhibit "A" -	Software & Maintenance Fees, Payment Milestones and Deliverables
Exhibit "B" -	Optional Escrow Services Languages
Exhibit "C" -	Support Service Level Agreement

3. LICENSE

Subject to the terms and conditions of this Agreement, Vendor hereby grants the Licensee a non-transferable, non-exclusive and limited license to:

- (a) Use the Software on Licensee's Designated Computer System for its own internal business purposes or operations with access to third parties as reasonably necessary for the intended use and otherwise in accordance with the Documentation. The Software is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) of that computer;
- (b) Copy the Documentation and copy the Software into any machine readable form for back-up, archival or training purposes in support of the Licensee's use of the Software on the Designated Computer System PROVIDED THAT:
 - (i) the Licensee shall maintain a record of the number and location of copies made and to erase all such copies promptly when no longer in use or necessary;
 - (ii) the copies, together with the original, shall remain the property of Vendor; and
 - (iii) the Licensee has not removed or obscured any copyright, trademark or other proprietary notices from the Documentation, Software and related materials supplied by Vendor; and
- (c) customize the Software using the Application Builder and such customizations using the Application Builder are not subject to the restrictions detailed in Section 4.

The Software and related materials supplied by Vendor are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by Vendor remain with Vendor and any rights not expressly granted are reserved. Use of the Software and related materials supplied by Vendor is subject to the applicable copyright laws and the express rights and restrictions of this Agreement.

The Software that is delivered to the Licensee includes all of the PreBUILTs, the Core Software, the Application Builder and the Add-ons. The Licensee's use of these components is subject to the restrictions detailed in Section 4.

The number of Users who may access the Software at any one time is limited to the "**Maximum Concurrent Users**" as listed in Exhibit A. Any request to increase the number of Maximum Concurrent Users may entail additional license fees. The Licensee is not restricted in the number of employees or agents who may be permitted to use the Software. The restriction only applies to those accessing the Software at the same time.

The Software and/or some components may be licensed with the designation of "Read Only"; where this occurs the license permits users with view-only access to the Software but not the right to input, write or alter any data or information. Any applicable "Read Only" designation will be stated in Exhibit "A" and those aspects of the Software will be licensed as such.

4. LICENSE RESTRICTIONS

- (a) Without limiting the generality of the License granted in Section 3 and any other restrictions listed in this Agreement, Licensee shall not, and will not allow, direct or authorize any other party, directly or indirectly, to: (i) use the Software for any purpose other than in connection with Licensee's primary business or operations; (ii) disassemble, de-compile, reverse

engineer, defeat license encryption mechanisms, or translate any part of the Software, (iii) attempt to reconstruct or discover the Source Code of the Software or to otherwise convert it into human readable code; (iv) modify or create derivate works of the Software; (v) rent, lease, lend, or use the Software for timesharing or bureau use; (vi) allow a third party to copy, access, or use the Software; (vii) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement or; (viii) attempt to access a PreBuilt or Add-on for which a license has not been granted. Licensee shall be wholly liable to Vendor for any misuse of the Software and these restrictions are absolute except as and only to the extent that this Agreement may expressly permit Vendor to do otherwise.

- (b) Licensee requires a separate License for each environment into which the Software or any portion thereof is read in machine-readable form for operation on such Designated Computer System in a production environment.
- (c) The Licensee may only use the Software for which it has paid the license fees. Upon the payment of the applicable license fee Licensee shall be provided with the electronic key which will permit Licensee to use the components of the Software for which it has paid a license fee. The Licensee may at any time request a further license to use additional components, the use of which shall be subject to the payment of the appropriate license fee and the provision of an electronic key.
- (d) The Licensee may only use the Application Builder where it has paid the appropriate license fee. Upon the payment of the applicable license fee Licensee shall be permitted to use the Application Builder subject to any restrictions that may be detailed in writing when such permission is granted.
- (e) Prior to the use of the Software for the initial and each renewal term, the use of the Software will be subject to the Licensee's receipt from Vendor of an electronic key permitting access to the Software. The receipt of the key is subject to the renewal of the Standard Service Level Support Agreement. The Licensee acknowledges that it will not be able to use the Software in any fashion without the use of the key and that it understands fully its obligations in order to receive each applicable key.

5. LICENSE FEES

The rights granted to Licensee hereunder are subject to the Licensee paying to the Vendor the following license fees:

A license fee to use the Software; license fee(s) in relation to the PreBUILTs for which the Licensee has requested access; and the license fee related to the Application Builder, if requested by Licensee.

The appropriate license fees are detailed in Exhibit A and the PreBUILTs for which a license is provided and whether a license in the Application Builder is provided are also listed in Exhibit A (including the details of the applicable license fees). The list of licenses for PreBUILTs and the Application Builder may be amended from time to time by a Statement of Work that specifically references this Agreement and which amends Exhibit A by detailing those PreBUILTs that are being licensed or will no longer be licensed in accordance with the terms of this Agreement.

The failure to pay such license fees within ninety days of an invoice shall automatically terminate this Agreement despite any cure periods provided elsewhere herein and section 8(a) shall apply.

In addition to the above required license fees, any services applicable to the installation, implementation, training or configuration of the Software (both at the time the initial license is granted and for any subsequent licenses) may require additional professional service fees for the provision of the applicable professional services both of which would be subject to the applicable Services Agreement, Support and Maintenance Agreement, Statement of Work, and/or Change Order.

6. CONTEMPORANEOUS AGREEMENTS

The parties agree that execution of the following agreements are conditions precedent to the effectiveness of this Agreement and that the following agreements shall be entered into no later than contemporaneously with the execution of this Agreement.

- (i) the Support and Maintenance Agreement which shall detail the Vendor's support obligations in relation to the Software; and
- (ii) the Contractual Services Agreement which shall detail the Vendor's installation and implementation services for the Software.

Additionally, the Licensee shall have the option of entering into an Escrow Agreement. In the event that Licensee wishes to have the Source Code to the Software deposited in an escrow account for Licensee's benefit, Licensee shall sign the escrow language in Exhibit B and such terms shall apply to this Agreement. If executed, the Escrow Agreement shall govern the terms and conditions whereby Licensee could gain access to the Software source code for the purpose of maintaining and supporting the Software. Licensee shall be solely responsible for the costs associated with the Escrow Agreement as may be invoiced by Vendor.

An Event of Default shall be deemed to have occurred if the Vendor: (1) ceases to market or make available maintenance or support Services for the Software during a period in which the Licensee is receiving support services pursuant to the Standard Service Level Support Agreement, or, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, (3) ceases business operations generally or (4) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of the Vendor.

7. TERM AND TERMINATION

- a) The license granted herein commences on the date of this Agreement and is for a duration of one (1) year. The license granted herein shall renew automatically concurrently with the proper renewal of the Support and Maintenance Agreement, failing which this Agreement shall automatically terminate.
- b) Prior to the completion of the Project, this Agreement may be terminated by Licensee at any time by providing Vendor with notice only where the Licensee has terminated the Contractual Services Agreement in accordance with its terms. Otherwise, the Licensee may only terminate this Agreement prior to the completion of the Project where the Vendor has materially breached its obligations under this Agreement and failed to remedy them as permitted hereunder.
- c) Vendor may terminate this Agreement where Licensee fails to comply with its obligations of confidentiality or the obligations under section 4(a) of this Agreement, whereby Vendor must notify the Licensee in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Licensee must correct the default at no additional cost to the Vendor, or issue a written notice of its own disputing the alleged default, in either case within ten (10) days immediately following receipt of a Default Notice.
- d) If the Licensee fails to correct the default, or issue a notice disputing the alleged default, in either case within ten (10) days following receipt of the Default Notice, the Vendor may terminate the whole of this Agreement including the grant of license to the Software and in such case the Licensee will be responsible for payment to the Vendor of only that part of the fee earned by the Vendor for that part of the Services performed in accordance with the Contractual Services Agreement, unless that agreement states otherwise, up to the time of communication of such notice of termination to the Licensee and the entire License Fee for all Software that was fully installed on the Designated Computer System. Once a dispute has been settled, to the extent that any issues still remain unresolved in the Default Notice, Licensee shall have ten (10) days to remedy such breach following the date of the settlement of the other issues.
- e) Despite the above, for any Default Notice alleging a breach Subsection 4(a) (iii), the Vendor may terminate this Agreement at any time for a period of thirty (30) days following the delivery of a Default Notice despite Licensee rectifying such default.

8. PROCEDURE FOLLOWING TERMINATION

- (a) If this Agreement is terminated for any reason except an Event of Default, then within thirty (30) days following such termination, the Licensee shall destroy/return the Software and any documentation to the Vendor, at the Vendor's absolute discretion, and the Licensee shall certify, under the hand of a duly authorized officer of the Licensee, that all copies of the Software and Documentation or any part thereof, in any form, within the possession or control of the Licensee have been destroyed/returned to the Vendor.
- (b) Upon the termination of this Agreement for any reason except for an Event of

Default, the Licensee will not be entitled to access the Source Code through the escrow agreement where a valid escrow agreement exists.

- (c) Upon the termination of this Agreement for any reason whatsoever, (i) the parties agree that the Standard Service Level Support Agreement expires on its own terms, (ii) and the confidentiality provisions shall survive and be binding on both parties for five (5) years from the date of termination.

9. VENDOR'S PROPRIETARY RIGHTS

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

The Licensee hereby acknowledges that the Software and the Documentation is the property of the Vendor and that the Software constitutes a trade secret, and agrees to exercise due care and diligence in safeguarding the Software, the Documentation and Vendor's proprietary interest.

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

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

10. LIMITED WARRANTY OF PERFORMANCE

Vendor warrants to Licensee that:

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

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

For clarity, the parties agree that THE LICENSEE shall have the right to configure the Software using the Desktop configuration tools.

Except as specifically provided above, Vendor expressly disclaims all other warranties in the Software, including, but not limited to the implied warranties of quality or fitness for a particular purpose. The Licensee assumes sole responsibility for the selection of the Software to achieve the Licensee's intended results, and for the installation, use and results obtained from the Software.

Licensee's sole recourse in the event the Software does not conform to the applicable documentation is the repair and replacement of the Software. The Licensee agrees to allow Vendor the opportunity to make repeated efforts within a reasonable time to correct programming errors or malfunctions as warranted in this Agreement.

11. WARRANTY OF INTELLECTUAL PROPERTY RIGHTS

Vendor warrants:

- (a) that it has the full right, authority and power to enter into this Agreement and to grant to the Licensee the Licenses and rights conveyed by this Agreement; and
- (b) that the Software is an original work of authorship and does not infringe the intellectual property rights of others.

In the event there is a third party claim against Licensee alleging that Licensee's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States patent, copyright,

trade-mark or trade secret, Vendor shall, at its expense, defend Licensee and pay any final judgment against Licensee or settlement agreed to by Vendor on Licensee's behalf; provided that Licensee promptly notifies Vendor of any such claim or proceeding and shall give Vendor full and complete authority, information, and assistance to defend such claim or proceeding. This indemnity is only effective where (i) Licensee has not made any admissions or begun settlement negotiations either prior to or after providing notice to Vendor of the applicable claim except with Vendor's prior written consent, (ii) Vendor shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement, and (iii) Licensee has not modified the Software in any manner whatsoever except with the prior written consent of Vendor. Any breach by Licensee of its covenants under this section 11 shall nullify this indemnity but not the sole right of Vendor to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith. In the event that the Licensee's use of the Software is finally held to be infringing or Vendor deems that it may be held to be infringing, Licensee agrees that the sole remedy available to it is that Vendor shall, at Vendor's election: (1) procure for the Licensee the right to continue use of the Application Software; or (2) modify or replace the Software so that it becomes non-infringing.

The foregoing states Vendor's entire liability, and the Licensee's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other property interest rights relating to the Software, or any part thereof or use thereof. Vendor's obligations under this Section 11 shall survive the termination and/or expiration of this Agreement.

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

12. REMEDIES AND LIABILITY

- (a) The Licensee and the Vendor recognize that circumstances may arise entitling the Licensee to damages for breach or other fault on the part of Vendor arising from this Agreement. The parties agree that in all such circumstances the Licensee's remedies and Vendor's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
 - (i) EXCEPT FOR DAMAGES ARISING OUT OF (a) VENDOR'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (b) INDEMNITY OBLIGATIONS PROVIDED IN SECTION 11, BOTH PARTIES AGREE THAT VENDOR'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEES PAID TO VENDOR BY LICENSEE DURING THE TERM OF THIS AGREEMENT.
 - (ii) IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY .
 - (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.
- (b) Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Licensee for liabilities of Vendor arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

13. INJUNCTIVE RELIEF

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

14. COUNTERPARTS

This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

15 GOVERNING LAW

The validity and interpretation of this Agreement and each clause and part thereof shall be governed by the law of the State of Illinois without reference to principles of conflict of laws.

16. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed on by the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out. This Agreement completely replaces all other software license agreements that may have been entered into between the parties (including all precursor entities, including those entities that have amalgamated with N. Harris Computer Corporation).


17. RIGHT TO ASSIGN

This Agreement and the rights and liabilities hereunder shall not be assigned by the Licensee unless consent in writing is obtained from Vendor.

18. SUCCESSORS AND ASSIGNS

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

IN WITNESS WHEREOF, Licensee and Vendor have executed this Contract as evidenced by dual signature below.

ACCEPTED:  Date: 2015.03.04 21:56:02-08'00'
Vendor Authorized Signature:
Name: Sean Higgins
Title: Executive Vice President
Date: March 3, 2015

ACCEPTED:
Licensee Authorized Signature:
Name: 
Title: Village Manager
Date: 3-11-2015

Exhibit "A"

to the Software License and Support Agreement

Software & Maintenance Fees, Payment Milestones and Deliverables

Description of Software

Licensed Software – CityView Essentials

Product Description
CityView Concurrent Application Client –
CityView Server (Server License)

Licensed CityView PreBuilds

CityView Property Information
CityView Code Enforcement

CityView Add-Ons

Maximum Concurrent Users	
---------------------------------	--

5	CityView Desktop Users
5	CityView Mobile for Code Enforcement

CityView Essentials - Software & Licensing:	Quantity	Price	Payment Terms
Application Software:			Invoiced on execution of the contract and due net 30 days
CityView Property Information	1	Included	
CityView Code Enforcement	1	\$ 3,500	
User Software:			
ConcurrentRead/Write User Licenses	5	\$ 10,000	
CityView Mobile (Code Enforcement Inspections)	5	\$ 3,500	
Server Software:			
CityView Server (required)	1	Included	
CityView will: <ul style="list-style-type: none"> • Set up as a client on FTP, WIKI & Support sites • Provide documentation to download the latest version of CityView Xpress off the FTP and/or CityView Connect • Send the licensing key for CityView Licenses 			
Total Licensing:		\$ 17,000	

Annual Software Maintenance	Deliverables	Payment Milestone	Payment Terms
Mandatory Annual Software Maintenance (Subject to 5% annual increase)	Provides: <ul style="list-style-type: none"> • All major and minor software upgrades • Unlimited technical support; • Unlimited access to the CityView FTP site • Unlimited access to the CityView Connect 	\$ 6,500	Due upon initial software (remote) installation and annually on the anniversary date
Total Annual Maintenance		\$ 6,500	

Exhibit B

CityView Escrow Services Agreement

CityView/Harris Computer Systems

ESCROW SERVICES AGREEMENT

SERVICES AGREEMENT by and between CityView ("CityView"), a division of Harris Computer Systems Corporation, a Canadian Corporation and wholly owned subsidiary of Constellation Software, Inc., having offices at #4464 Markham St – Suite 2307, Victoria, BC, V8Z 7X8 and Village of Villa Park ("Customer"), having offices at 20 S. Ardmore Ave, Villa Park, IL, is made and entered into as of the _____ day of Month _____, 2015.

PREAMBLE

WHEREAS:

- a) CityView owns or has the right to license certain Software ("Programs"); and
- b) CityView provides software escrow services ("Escrow Services") to its licensees and is willing to provide such services to Customer on the terms and conditions specified in this Agreement; and
- c) Customer has licensed the Software ("Programs") specified in the Contractual Services Agreement dated _____, 2015
- d) The initial Support and Maintenance period specified in the Contractual Services Agreement has not expired or the Customer has made timely renewal payments;

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

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

SECTION 1: CITYVIEW PROGRAMS

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

SECTION 2: ESCROW SERVICES

2.1 Term: Escrow Services will commence on the date of execution of this Agreement and will continue as long as the Customer is covered by Support and Maintenance pursuant to the Software License and Support Agreement and any Support and Maintenance Service Agreement entered into between the parties and so long as the Customer has paid the applicable Escrow Service Fees. Escrow Services will terminate automatically upon the termination of the Software License and Support Agreement or of an applicable Contractual Services Agreement, Service Agreement, or upon non-payment of Support and Maintenance fees or Escrow Services Fees.

2.2 Charges: The fee for the first delivery of the Escrow Materials will be the Annual Fee. Subsequently, the Annual Fee will be billed as a supplementary charge to the Support and Maintenance fees under the same payment terms. Should Customer request Escrow Materials outside the normal release update cycle, the Update Fee will apply.

2.3 Delivery of Escrow Materials: "Escrow Materials" is defined as a sealed package containing a copy of the Program's source code on CityView supported electronic medium in the format and system environment used by CityView and Customer in its own operation to generate object code, together with a copy of the existing systems documentation developed for the Programs and the specifications for the operating environment and software tools required to make effective use of the source materials. Escrow Materials will be shipped within ten (10) days of the initial payment of the Annual Fees to CityView's then current Escrow Agent, Jones Emery Hargreaves Swan, Suite 1212 - 1175 Douglas

Street, Victoria, B.C., V8W 2E1. Subsequently, provided Customer has maintained payment of the Support and Maintenance fees and Escrow Services Annual Fees, the existing Escrow Materials will be exchanged for a replacement set comprising the then-current source and documentation and shall again be placed with CityView's then current Escrow Agent, such exchange occurring as soon as practical following the shipment of a new release of the Programs.

- 2.4 Access to Escrow Materials: Escrow Materials shall remain in a sealed package and shall be held, in trust, by CityView's Escrow Agent. Customer shall be entitled to verify with the Escrow Agent that the Escrow Materials (namely the sealed package containing the then current source code) have been placed with CityView's Escrow Agent. However, Customer shall not be entitled to access the Escrow Materials unless and until one of the following events occur:
- a) CityView is unwilling or unable to complete modifications to the programs which are required to allow Customer to comply with regulatory or legal requirements which are beyond the control of Customer; or
 - b) CityView takes advantage of the insolvency laws of any jurisdiction; or
 - c) CityView makes an assignment in bankruptcy or is adjudicated as bankrupt pursuant to section 7 of the United States Code; or
 - d) CityView makes a general assignment for the benefit of its creditors; or
 - e) CityView has a receiver, administrator or manager of its property, assets or undertakings appointed in such circumstances as would adversely affect the continuing use by Customer of the Software specified in the Contractual Services Agreement; or
 - f) CityView is ordered by any Court of competent jurisdiction to be wound up; or
 - g) CityView becomes insolvent; or
 - h) CityView ceases doing business as a going concern.
- 2.5 Warranties of CityView: Provided Customer complies with the terms of the Software License and Support Agreement and all Supplements and Addendums thereto and pays the agreed Support and Maintenance fees, CityView will, to the extent that it is still supplying such services to other customers, warrant that the Escrow Materials and replacement Escrow Materials delivered under this Agreement will be complete, accurately reflect the most current version of the source code of the Programs used by Customer, incorporate all changes made to the Programs or the source code thereof from the previous time the Escrow Materials were delivered to CityView's Escrow Agent under this Agreement, and contain no passwords or other devices that would prevent or prohibit the use of the Escrow Materials at any time should an event in s.2(4) occur.
- 2.6 CityView's Intellectual Property: Customer acknowledges that the Escrow Materials are and shall remain solely CityView's property (tangible and intellectual). Customer furthermore acknowledges that any breach or violation of this Agreement would cause CityView irreparable harm and that legal remedies, in themselves, may not adequately remedy such breach or violation. CityView therefore shall be entitled to pursue, in addition to any legal remedy available to it, all equitable remedies (including injunctive relief and specific performance). Customer hereby warrants that it shall not attempt to access, except pursuant to the provisions of this Agreement, the Escrow Materials and replacement Escrow Materials delivered under this Agreement to CityView's Escrow Agent. Even in the event of access to the Escrow Materials by Customer pursuant to s.2(4), Customer acknowledges that it shall only be entitled to use the source code and documentation in the same manner in which Customer is permitted to use the object code of the Programs as specified in the License, with the additional license to modify the source code and convert it to executable object code. In particular, without restricting the generality of the foregoing, the release, modification, enhancement, or alteration of the Escrow Materials does not alter CityView's complete and sole ownership of all property rights in the Programs and Customer shall sign all written instruments to this effect if required by CityView or an agent acting on behalf of CityView. Customer furthermore acknowledges that any resultant modification or enhancement to the Escrow Materials shall become CityView's intellectual property and Customer shall sign all written instruments to this effect.

SECTION 3: PAYMENT

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

SECTION 4: TERMINATION AND DEFAULT

- 4.1 Termination: At Customer's option, this Agreement may be terminated by providing notice in writing to CityView at least thirty (30) days prior to an annual Escrow Services renewal date. Upon termination, CityView's Escrow Agent shall return all Escrow Materials to CityView and any and all rights enjoyed by Customer hereunder shall automatically and immediately terminate.

4.2 Remedy of Default: This Agreement may be terminated by either party if the other fails to perform or comply with any provision of this Agreement, provided that a party intending to terminate under this provision will provide written notice of the applicable default to the defaulting party, and termination based thereon will only be effected if the defaulting party fails to rectify the specified default within sixty (60) days after receipt of such notice. Upon the occurrence of an Event of Default by CityView and failure by CityView to remedy, if Customer elects not to terminate this Agreement, then the Customer shall be entitled to have access to the Escrow Materials currently in CityView's Escrow Agent's possession and the Escrow Materials will, subject to the provisions of s. 2(6) hereof, be released from the escrow restrictions forthwith.

SECTION 5: GENERAL PROVISIONS

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

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

VILLAGE OF VILLA PARK, IL
By: Rich Keehner, Jr.
Name Printed: Rich Keehner, Jr.
Title: Village Manager
By: _____
Name Printed: _____
Title: _____

CITYVIEW
By: [Signature] Date: 2015.03.04 21:55:31-08'00'
Name Printed: Sean Higgins
Title: Executive Vice President

Exhibit "C"
Support Service Level Agreement

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

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

The support includes the following:

1. CityView Standard Support Service Level Agreement
2. Contract Term: 1 Year (renewable annually)
3. Support Channels: Web, Telephone or Email
4. Support Requests Allowed: Unlimited
5. Remote diagnosis of operational issues related to the Software, provided that CITY has obtained, at its cost, the necessary software, hardware and instruction to allow CITYVIEW to provide such assistance.
6. Updates for the Software at no extra charge, these updates to include minor changes, enhancements, improvements and problem resolution, as well as Software Releases.
7. **Who Can Report:** Up to three users assigned by the CITY and registered with CITYVIEW can submit support requests. These individuals must be trained in the use of CityView and constitute the first line of support for the organization.
8. **Hours of Coverage:** Coverage hours are 7:00 a.m. to 7:30 p.m. Central Standard Time from Monday through Friday, excluding CITYVIEW Technical Support observed holidays. (Only those statutory holidays that coincide between Canada and the United states are observed by CITYVIEW Technical Support.)
9. **Accessing Support:** The preferred method of opening a support incident is to enter the problem details through CITYVIEW's online support system. Telephone support requests should be preceded by filing an electronic support request on CITYVIEW's Web site, including a detailed problem description. Telephone support requests will be answered live during business days, though staff may be involved serving other customers. If the call is not answered live, CITYVIEW asks that the Customer leaves a message, including the support request tracking number the Customer received from the electronic filing, the Customer's name and phone or pager number. Messages are typically responded to within two hours.
10. **Auto Acknowledgement:** CITYVIEW will send a computer-generated message that acknowledges receipt of the report that the Customer filed electronically. This message will contain the details of the Customer's problem report as well as the support request tracking number. Whenever the status of the incident changes, a notification will automatically be sent to the individual that opened the call.
11. **Request Response Time:** A technical support engineer will endeavor to respond to all requests within the time frames specified in Table 1. Business hours are 7:00 a.m. to 7:30 p.m. Central Standard Time from Monday through Friday, excluding CITYVIEW Technical Support observed holidays. Only those statutory holidays that coincide between Canada and the United States are observed by CITYVIEW Technical Support. CITYVIEW processes requests in the order of their priority followed by order of submission. If the Customer's request cannot be within the times on Table 1, CITYVIEW will contact the Customer to let them know the anticipated completion time.
12. **What CITYVIEW will do if CITYVIEW does not hear back from the Customer:** If CITYVIEW Support does not hear back from the Customer in ten business days, CITYVIEW will close the support request and mark it as "Closed / No response from customer."

13. **Resolution of Bug-Related Requests:** In the event CITYVIEW determines that the technical issues is the result of a "bug", CITYVIEW will keep the Customer's request(s) open and follow up as soon as a fix is available in a production release.
14. **What CITYVIEW Needs from the Customer:** CITYVIEW wants to be as responsive as possible to the Customer's support needs. To accomplish this goal, the CITYVIEW customer support staff relies on the customer's knowledge, self-sufficiency, and thoroughness during the troubleshooting process. The Customer will reap the benefits from this effort — it allows CITYVIEW to focus on the more difficult problems and make the product more robust. It also helps control the amount CITYVIEW charges for support.
- (a) **Knowledge:** The Customer should be experienced in the installation, operation, and maintenance of the hardware, desktop, and network operating systems, and applications in the Customer's environment before the Customer installs CityView.
 - (b) **Self-sufficiency:** CITYVIEW asks the Customer to be as self-sufficient as possible when the Customer encounters problems. The Customer can do this by referring to technical documentation for the Customer's environment and by searching the CITYVIEW Web site to determine if the Customer's issue is addressed before the Customer submits it to CITYVIEW's customer support staff.
 - (c) **Complete information:** As with any troubleshooting process, accurate and timely resolution depends on information. When the Customer requests support, please fill in all relevant fields in the request form, provide a detailed problem description, and attach any appropriate log files. Unfortunately, when the request information is incomplete, it will take longer to resolve the Customer's issue.
 - (d) **Preparation:** If the Customer calls CITYVIEW for support, be prepared to provide the same level of information as is requested on the request submission form. The Customer can help reduce the time to resolution by completing the online support request form and attaching files as directed. Then, simply provide CITYVIEW Support with the request number. CITYVIEW asks that the Customer provides immediate access to the computer(s) on which CITYVIEW products are running.
15. **How to Access Support:** CITYVIEW offers several methods of accessing support. described below. Please note that for Priority 1 (see Table 1) issues, customers are encouraged to submit their incident online and then follow up via CITYVIEW's toll-free phone number:
- (a) **Web Support (preferred method):** CITYVIEW's web portal, (<http://support.harriscomputer.com>), provides resources for customer self-service, and is comprised of an online searchable knowledgebase, downloadable updates, and a web-enabled CRM that allows users to log new support incidents and check the status of previously submitted incidents on a 24 x 7 basis.
 - (b) **Telephone Support:** Telephone technical support is available between the hours of 7:00 a.m. and 7:30 p.m. PST on regular business days. Customers can contact CITYVIEW toll-free at 1.866.988.8324. CITYVIEW technical support will respond to telephone inquiries using the Service Level Agreement provided in Table 1 below.
 - (c) **Email Support:** Customer may request assistance from CITYVIEW technical support via email at CityViewsupport@harriscomputer.com. All email incident reports are logged into the CITYVIEW support CRM database and are addressed based upon the priority of the issues. The response time guidelines for support are provided in Table 1 below.
16. **Feature Requests:** If the Customer comes across an idea that the Customer thinks might make a nice enhancement to CityView, the Customer's input is always welcome. Please submit suggestions through regular support channels. Unless additional information is needed, customer will not receive a personal response. Any suggestions for enhancements to CityView that the customer submits will become the property of CITYVIEW. CITYVIEW may use this information for any CITYVIEW business purposes, without restriction, including for product support and development. CITYVIEW will not use information in a form that personally identifies the Customer.
2. **Limitations:** The following are not covered under this Support Service Level Agreement, but may be available as separate services on a time and materials basis:
- Services required due to intentional misuse of CITYVIEW maintained software;
 - (a) Services required due to software corrections, customizations, or modifications not developed by CITYVIEW;

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

Table 1. Service Level Agreement

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

*** Response time targets are during business hours only.**