



ORDINANCE NO. 1860-18

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT—THE VILLAGE OF HAWTHORN WOODS, PORTER LEE CORPORATION —SOFTWARE LICENSING AND ANNUAL SUPPORT AND MAINTENANCE AGREEMENT FOR BEAST EVIDENCE SOFTWARE

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Village Clerk be, and the same are, hereby authorized and directed to execute an agreement with Porter Lee Corporation, in substantially the forms attached hereto as Exhibit "A" and Exhibit "B", and, by this reference, made a part hereof.

The foregoing Ordinance was adopted by the Village Board of the Village of Hawthorn Woods, Illinois on June 25, 2018:

AYES: Kaiser, Kasik, Rios, Corrigan, DiMaggio, David

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: Joseph Mancino  
Joseph Mancino, Mayor

ATTEST: Donna Lobaito  
Donna Lobaito, Village Clerk

ADOPTED: June 25, 2018

APPROVED: June 25, 2018



# Software Licensing Agreement

1. **Parties.** This software license agreement is between Porter Lee Corporation ("PLC") and Hawthorne Woods Police Department ("Customer")
2. **Effective Date.** The effective date of this Porter Lee Corporation Software Licensing Agreement ("Agreement") is 06/01/2018.
3. **Term.** The term of this Agreement shall be in effect and continue unless and until terminated pursuant to Section 4 of this agreement and subject to Customer's proper performance of its obligations hereunder
4. **Termination.** PLC may terminate this Agreement if Customer is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from PLC.
5. **Scope.** PLC maintains all ownership rights to the Crime Fighter BEAST ("Software"). This Agreement grants the Customer a perpetual, non-exclusive license to use the Software. The total number of licenses accessing the software may not exceed the total number of licenses purchased. Copies of the software may be made for archive or back-up purposes only. The Software may not be redistributed, leased, or licensed for any reason. The Software, and/or its database, may not be decompiled, modified, translated, disassembled, or utilized to produce a derivative work. Additional licenses may be purchased at a later date as the Customer's needs change.
6. **Licenses.** Customer has been granted 1 license(s) for Customer's sole use, which permit the installation of the BEAST on 1 device(s), unless additional licenses are bought for each additional device desired. License(s) granted to Customer are non-transferable, non-assignable, and non-exclusive for the duration of the term of the licensing agreement. Customer may use the Software in executable format for its own use, and may translate or modify the licensed programs, or incorporate them into other software. Customer may not, however, transfer or sublicense the Software to any third party, in whole or in part, in any form, whether modified or unmodified, without the express written consent of Porter Lee Corporation.
7. **Patent and Copyright Indemnification.** PLC will defend at its own expense any action brought against Customer to the extent it is based on a claim that the Software used within the scope of the license granted hereunder infringe a United States patent, copyright or other proprietary right of a third party. PLC shall have no liability for any claim of patent, copyright or trade secret infringement based on the use of Software in any form other than the original, unmodified form provided to Customer for the use of a combination of the Software
8. **Notices.** All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered to Porter Lee Corporation, 1901 Wright Blvd, Schaumburg, IL 60193. Notice will only be deemed effective upon personal delivery to PLC, or if by mail, certified.
9. **Successors.** This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.
10. **Severability.** In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part hereof.
11. **Governing Law/Forum.** This Agreement shall be governed and interpreted by the laws of the State of Illinois and shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.
12. **Non-Assignment.** This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Customer without the prior written consent of PLC.
13. **Entire Agreement.** This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Customer's purchase order or PLC's order acknowledgment forms.

Hawthorne Woods Police Department

By:  
Name:  
Title:  
Address:

Joseph Marciano  
Mayor  
2 Lagoon Drive  
 City: Hawthorn Woods ST: IL ZIP: 60047

PORTER LEE CORPORATION

By:  
Name:  
Title:  
Address:

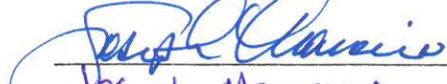
Sarah J. Mikolajczyk  
Sarah J. Mikolajczyk  
 Chief Operating Officer  
 1901 Wright Blvd  
 Schaumburg, IL 60193



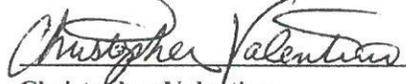
# Porter Lee Corporation Support and Maintenance Agreement

1. **Parties.** This Porter Lee Corporation Software Support and Maintenance Agreement is between Porter Lee Corporation ("PLC") and the Hawthorn Woods Police Department ("Customer").
2. **Effective Date.** The effective date of this Porter Lee Corporation Software Support and Maintenance Agreement ("Agreement") is 06/01/2018.
3. Unless otherwise contracted, the term of this Agreement shall be in effect and continue for a period of one (1) year unless and until terminated pursuant to Section 4 of this agreement and subject to Customer's proper performance of its obligations hereunder. This agreement shall automatically renew for a period of one (1) year, and will continue to automatically renew each year thereafter, until and unless either party provides written notice of intent to terminate renewal, no less than sixty (60) days prior to the Renewal Date. The Renewal Date shall be one (1) year, and each consecutive year thereafter, following the Effective Date of this Agreement.
4. **Termination.** Either Party may terminate this Agreement if the other party is in default of any of the terms and conditions of this Agreement, including but not limited to non-payment of fees and material breach, and fails to correct such default within ten (10) days after written notice thereof from PLC. Customer may terminate this Agreement for its own convenience upon thirty (30) days prior written notice to PLC.
5. **Scope.** Upon payment of the required Software Maintenance and Support Fee by Customer, PLC hereby agrees to provide software maintenance and support for the Crime Fighter Beast (Software) to Customer for the agreed upon term.
6. **Maintenance.** PLC will provide enhancements to existing features when it reaches production code for other customers. PLC will provide the corresponding up-to-date documentation with all new enhancements. PLC will provide Customer with detailed documentation of all new features, as and when it reaches production code for other customers. Customer has the option to incorporate these new features into existing systems. If additional customization hours are required by PLC to add these features, Customer must explicitly approve in writing the additional costs due PLC before implementation. PLC will not introduce enhancements to existing systems which require Customer to add such features. However, PLC reserves the right to incorporate new features to the base Software, provided it is implemented in such a manner as to be consistent with the previous sentence. Customer reserves the right to not upgrade to a new release of the Software. PLC will provide to Customer continued maintenance on previous Software versions should such an upgrade be released. All releases of the Software will be certified in Windows XP, 7, 8, and 10. No later than six (6) months following the release of a new version of the operating system, PLC will notify Customer of PLC's intention to convert the Software to the new release. Conversion will not require Customer to update to the new operating system.
7. **Support.** PLC establishes the following Technical Support guidelines:
  - a. **PLC Obligations.** All support requests (phone or email) will be given a ticket number and assigned to a PLC Support Staff Individual. The assigned individual aims to generate follow-ups on the status and/or resolution to the reported issue to the Customer within one (1) hour following the initial receipt and/or acknowledgment of Customer's issue(s) by PLC. Standard Support Hours are Monday through Friday from 7:30 a.m. (CST) to 5:30 p.m. (CST), excluding federally observed holidays. Emergency Hours support is available to Customer at no additional charge. A Support Staff Individual will be reachable via cellular phone; the information to which will be provided the Customer.
  - b. **Customer Obligations.** Customer agrees to train their technical staff and third party users in the general architecture, technical support, and configuration of the CRIME FIGHTER BEAST software. Only Customer's trained technical staff is granted permission to contact PLC's Support Center for assistance without the express written consent of PLC. Customer agrees to supply PLC with the means to remote access to the Customer's technical architecture for trouble shooting, problem resolution, and general support. Customer will provide the necessary access for a limited time for such support, as well as for releases and patches.
8. **Fees.** The annual cost for the Software Maintenance and Technical Support is specified in the contract and incorporated within the agreed upon price, or, in the alternative, attached as an addendum hereto as a quoted fee schedule. The cost of maintenance will not change during the term of this Agreement, but may be revised annually to accommodate the needs of both the Customer and PLC. All software additions related to the reliability or operation of the Crime Fighter BEAST (Software) will be provided at no additional cost. Customer will be granted one upgrade to the latest version of the Software annually, without additional cost. Further upgrades or individualized customizations will be billed to the Customer on a case by case basis and are outlined in the contract.
9. **Programming Credit Plan (if eligible).** A programming credit of eleven percent (11%) is available to qualifying customers. Please ask a Porter Lee representative for additional information.
10. **Notices.** All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered to Porter Lee Corporation, 1901 Wright Blvd, Schaumburg, IL 60193. Notice will only be deemed effective upon personal delivery to PLC, or if by mail, certified.
11. **Successors.** This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.
12. **Severability.** In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part hereof.
13. **Governing Law/Forum.** This Agreement shall be governed and interpreted by the laws of the State of Illinois. Cook County, Illinois shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.
14. **Non-Assignment.** This Agreement and the rights assigned within it may not be reassigned, sublicensed, or otherwise transferred by Customer without the prior written consent of PLC.
15. **Entire Agreement.** This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Customer's purchase order or PLC's order acknowledgment forms.

### HAWTHORN WOODS POLICE DEPARTEMNT

By:   
 Name: Joseph Mancano  
 Title: Mayor  
 Address: 2 Lagoon Drive  
Hawthorn Woods, IL 60047

### PORTER LEE CORPORATION

By:   
 Name: Christopher Valentino  
 Title: In-House Counsel  
 Address: 1901 Wright Blvd  
Schaumburg, IL 60193