



ORDINANCE NO. 2010-20

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

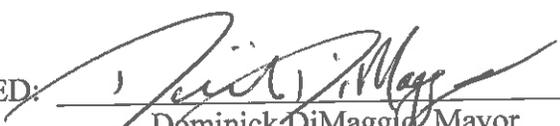
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Village Clerk be, and the same are, hereby authorized and directed to execute an agreement with Porter Lee Corporation, in substantially the form attached hereto as Exhibit "A", and, by this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

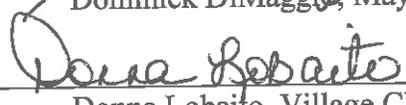
The foregoing Ordinance was adopted by the Village board of the Village of Hawthorn Woods, Illinois, on March 17, 2020:

AYES: Kaiser, Basik, Reiss, Corrigan, David

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

PASSED: March 17, 2020

APPROVED: March 17, 2020

PUBLISHED: March 17, 2020



Porter Lee Corporation Support and Maintenance Agreement

1. **Parties.** This Porter Lee Corporation Software Support and Maintenance Agreement (the "Agreement") is between Porter Lee Corporation ("PLC") and Hawthorn Woods Police Department (the "Customer").
2. **Effective Date.** The Effective Date of this Agreement: 06/01/2019
3. **Term.** 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. A Renewal Date shall be one (1) year following the Effective Date of this Agreement, and each successive year thereafter.
4. **Termination.** PLC may terminate this Agreement if Customer is in default of any of the terms and conditions of this Agreement, including but not limited to non-payment of fees or material breach, and fails to correct such default within ten (10) days after written notice thereof from PLC.
5. **Scope.** Upon payment of the required Software Maintenance and Support Fee by Customer, PLC hereby agrees to provide software maintenance and technical support for the Crime Fighter Beast (the "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 in the form of an annual release upgrade, including corresponding up-to-date documentation for all new enhancements. Customer has the option to incorporate these new features into existing systems by electing to install the upgrade. 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 (via phone or email) will be given a ticket number and assigned to a PLC support staff member. 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 support hours are available to the Customer at no additional charge. A support staff individual will be reachable via cellular phone; the information to which will be provided the Customer directly.
 - b. **Customer Obligations.** Customer agrees to train their technical staff and third-party users in the general architecture, technical support, and configuration of the Software. Only Customer's trained technical staff is granted permission to contact PLC's support staff for assistance without the express written consent of PLC. Customer agrees to supply PLC with the means to remain access to the Customer's technical architecture (e.g., 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's maintenance and technical support is specified in the contract and is incorporated within the agreed upon price. In the alternative, please find attached, as an Addendum hereto, 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 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).** An annual custom 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 only be given by certified, registered, or first-class mail, or personally delivered to an officer or agent of the Porter Lee Corporation, located at 1901 Wright Blvd, Schaumburg, Illinois 60193.
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. Both parties hereby agree and consent to the Circuit Courts of Cook County, Illinois as the exclusive venue and jurisdiction for the resolution of any disputes hereunder.
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 Department

By:

Name:

Title:

Address:

Dominick J. DiMaggio
Dominick J. DiMaggio
Mayor
2 Lagoon Dr.
 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

"Exhibit A"



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 Departm

By: [Signature]
 Name: Joseph Marcano
 Title: Major
 Address: 2 Lagoon Drive
 City: Hawthorn ST: IL ZIP: 60017
Woods

PORTER LEE CORPORATION

By: [Signature]
 Name: Sarah J. Mikolajczyk
 Title: Chief Operating Officer
 Address: 1901 Wright Blvd
Schaumburg, IL 60193