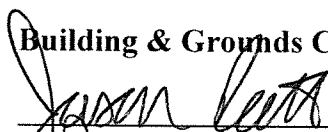
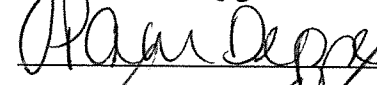

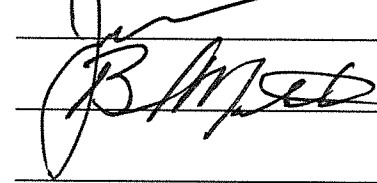


RESOLUTION NO. 3-1

**WHEREAS**, Sangamon County Information Systems utilizes Levi, Ray, & Shoup, Inc., located in Springfield, IL for the following services:

1. IBM hardware and software maintenance as they are our IBM business partner
2. Backup tape supplies
3. IBM engineering services
4. Website hosting services for several County websites and web based applications

**NOW, THEREFORE, BE IT RESOLVED**, by the Members of the Board of Sangamon County, Illinois, in session this 8th day of January, 2019 hereby approves the Information Systems Department to utilize Levi, Ray and Shoup for the above described services at a cost not to exceed \$50,000 for fiscal year 2019.

**Building & Grounds Committee**  
  
  
  


**FILED**

**DEC 27 2019**

  
Sangamon County Clerk



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## STATEMENT OF WORK

LRS Statement of Work Number LRS-12734

As evidenced by their signatures below, both parties agree that this Statement of Work ("SOW") is a part of and shall be governed by the LRS IT Solutions Customer Agreement between LRS and Sangamon County, IL IS Dept. ("Customer") with contract number I+8H+I04 ("Customer Agreement"). Terms in this SOW shall have the same meaning as in the Customer Agreement.

### 1. Scope of Services:

LRS will provide a variety of technical and consultative services to assist Customer with its project(s). Specific tasks will be determined by the Customer with LRS' concurrence. Each occurrence of services performed under this SOW will be billed at a minimum of 1 hour at the Standard Rate or Off-Shift Rate below, as applicable, unless otherwise agreed to in writing by LRS and Customer.

LRS will provide assistance in the following activities, as indicated below:

- IBM z Systems technical consulting and support
- IBM Power Systems with AIX technical consulting and support
- IBM Power Systems with IBM i technical consulting and support
- x86 and/or x64 technical consulting and support
- VMware® technical consulting and support
- IBM Spectrum Protect (formerly TSM) technical consulting and support
- Veeam technical consulting and support
- Storage subsystems (disk/tape) technical consulting and support
- Other: \_\_\_\_\_

### 2. Customer Requirements:

Customer shall designate a point of contact to fulfill Customer responsibilities as specified below, and to be the recipient of documentation and reports (if any).

Customer shall provide all resources necessary to successfully complete the engagement in a timely manner. These resources include, but are not limited to, the following:

- Timely access to appropriate personnel,
- Access to required computer systems, applications and networks.
- Appropriate work space that is not shared with other Customer employees or consultants,
- Office space and required office resources such as power supplies, photocopiers, fax machines, telephones, and meeting rooms,
- If LRS-owned workstations are not allowed to connect to the Customer's network, and network access is required to perform the contracted tasks, Customer must provide a workstation for use by LRS personnel during the Period of Performance.
- If LRS assistance will be provided from an off-site location, Customer will arrange for remote access into the Customer's network, include appropriate credentials as required by Customer's security policies.

### 3. Period of Performance:

This SOW begins upon Customer signature and date provided below and shall continue until the first of the following selected events occurs:

- Termination of this SOW pursuant to the terms of the Customer Agreement
- Upon thirty (30) days prior written notice by either party to the other party
- The first applicable expiration criterion has been met:
  - The end date of 09/30/2020

- o If identified in Section 1 above, the hours of services have been provided

4. Hourly Rate and Travel Charges:

Resource	Standard Rate	Off-Shift Rate
Consultant	\$175.00*	\$250.00*

\* Standard rate is charged during regular business hours (Monday-Friday 8 a.m. – 5 p.m. in the Customer’s time zone, excluding holidays). Off-shift rate is charged outside of regular business hours

If travel is required outside the assigned consultant’s, or consultants’ home base of operations, Customer will be charged for time and expenses to reach the Customer site:

- For automobile travel, round trip mileage and one-way windshield time. Mileage expenses are based upon the current IRS allowable guidelines.
- For common carrier (scheduled bus/train/plane) travel, one-way scheduled transit time.
- For all travel, actual reasonable and customary travel costs incurred by the consultant(s).

If any additional support or service fees are charged to LRS during the course of this project, the charges will be billed on a cost basis in addition to the hourly rate.

5. Reimbursement for Special Items:

Should the tasks listed in Section 1. “Scope of Services” above require assistance from third-party hardware or software vendor technical support, and should that support be on a “for fee” basis, that fee will be billed to the Customer on a cost basis in addition to the charges listed in Section 4. “Hourly Rate and Travel Charges”.

6. Other Agreements:

LRS will be working under Customer’s direction and Customer is responsible for project management and for any results achieved. Customer is responsible for activities performed by Customer employees, agents or non-LRS contractors. The hours authorized by Customer and specified above do not imply or commit a fixed-price contract. If Customer alternatively chooses to terminate LRS’ Services, 1) LRS, without penalty or further obligation to Customer, will immediately cease all services upon receipt of written notice of termination.

All work under this SOW is to be completed during regular business hours or during working hours that are mutually agreeable to both the Customer and LRS. If requested, LRS will make an attempt to provide a resource on an “off hour” basis, but in no way guarantees services outside regular business hours.

If any LRS-written computer-executable procedures or scripts are provided as part of the listed tasks, then:

- An operating system-provided procedure or scripting language will be used to execute LRS-written computer-executable procedures (“Programs”).
- LRS grants Customer a perpetual, non-exclusive, non-transferable, license to use the Programs for Customer’s internal business purposes.
- Notwithstanding anything to the contrary in the SOW or the Customer Agreement, the Programs remain LRS’ property and are not a “work made for hire” under federal copyright law.
- The Programs are provided on an “AS IS” basis AND LRS MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

During the term of this SOW and for twelve (12) months thereafter, Customer will not knowingly solicit, offer employment to, or hire any person who performed services pursuant to this SOW who is either an employee of LRS or has terminated his/her employment relationship with LRS less than 180 days prior to such hiring, solicitation or offer of employment.

7. Changes to Statement of Work

Any changes to this Statement of Work shall be in writing and must be approved by both parties.

8. Documentation

If the requested tasks include documentation (including status reports), such documentation will be considered accepted when presented to the Customer point of contact.

9. Acceptance

Signatories represent that they are authorized to sign on behalf of their respective companies.

Levi, Ray & Shoup, Inc. (LRS)

By: Diane Arnold

Name: Diane Arnold

Title: Director

Date: 10/13/17

Sangamon County, IL IS Dept. (Customer)

By: [Signature]

Name: BRIAN McFADDEN

Title: ADMINISTRATOR

Date: 10-13-17

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### CUSTOMER AGREEMENT

This Agreement is entered into as of the latest date set forth below ("Effective Date") by and between Levi, Ray & Shoup, Inc. ("LRS" or "we") and the entity signing below ("Customer" or "you"). Both parties may be referred to as "us."

This Agreement covers business transactions you may enter into with LRS to acquire hardware, software, equipment and services, now or in the future.

This document, including Standard Terms and Conditions V.2.0, Statements of Work and other documents signed by us pursuant to this Agreement, constitute the complete agreement regarding these transactions and replace any prior oral or written communications between us.

Once signed, 1) any reproduction of this Agreement, including Statements of Work and other documents signed by us pursuant to this Agreement, by reliable means (e.g. photocopy or fax) is considered an original and 2) all hardware, software, equipment and services you order while this Agreement is in effect are subject to its terms.

**ACCEPTED BY LRS:**

Levi, Ray & Shoup, Inc.  
2401 West Monroe Street  
Springfield, IL 62704

*Joseph A. Regan*  
\_\_\_\_\_  
Signature

Joseph A. Regan  
\_\_\_\_\_  
Print name

Director of Sales  
\_\_\_\_\_  
Title

8/17/01  
\_\_\_\_\_  
Date

**ACCEPTED BY CUSTOMER:**

Sangamon County MIS  
200 South Ninth Street  
Springfield, IL 62701  
Facsimile: (217) 535-3230

*Andy Van Meter*  
\_\_\_\_\_  
Signature

Andy Van Meter  
\_\_\_\_\_  
Print name

Sangamon County Board Chairman  
\_\_\_\_\_  
Title

8/10/01  
\_\_\_\_\_  
Date

Contract Number ITSCA10VZ.0M

## EXPLANATION OF AGREEMENT

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The below Standard Terms and Conditions are divided into three sections.

Section 1.0 applies only to those transactions where you order hardware, equipment, software and/or maintenance subscriptions, none of which are owned or manufactured by LRS (an Order). Section 1.0 also applies to Incidental Services we may perform in connection with your Order under Section 1.0.

Section 2.0 applies only to those transactions where you are to receive billable services from LRS as described in a Statement of Work signed by both of us.

Section 3.0 contains general terms and conditions that apply to all transactions taking place under Sections 1.0 and 2.0.

Any Product, Maintenance Subscription or LRS Service ordered at the same time as this Agreement will be set forth in a written Order or Statement of Work and attached to this Agreement.

### STANDARD TERMS AND CONDITIONS V.2.2

#### 1.0 Terms and Conditions for Products, Maintenance Subscriptions and Incidental Services:

- 1.1 Definitions. "Products" shall mean any non-LRS equipment, non-LRS hardware (including any licensed internal code and any written materials), and/or non-LRS software programs that we may provide to you. "Incidental Services" shall mean the performance of a task by LRS which is incidental to, in conjunction with and in direct support of the Products sold hereunder and which is provided at no additional charge to you (including but not limited to installation). Incidental Services shall not include tasks performed by LRS for which you are billed pursuant to a Statement of Work as described in Section 2.0. "Maintenance Subscriptions" shall mean any non-LRS maintenance subscription you may purchase pursuant to this Agreement.
- 1.2 Placement of Order. You may place an Order by sending us a purchase order, or any other written document issued by you, or you may place an Order orally. The Order will describe the specifics of the transaction, namely, price, Product, Maintenance Subscriptions and/or Incidental Services, and quantity. However, any other terms set forth in an Order besides price, Product, Maintenance Subscriptions and/or Incidental Services, and quantity that are in addition to, or in conflict with, this Agreement, will not be binding unless the Order is signed by us. You may request LRS to sign any Order that you have signed or will sign. If your Order is not in writing, we will send you an invoice which shall serve as written confirmation of your Order.
- 1.3 Acceptance of Order. A Product or Maintenance Subscription becomes subject to this Agreement when we accept your Order. We accept your Order when we do any of the following: 1) send you an invoice for the Product or Maintenance Subscription; 2) sign any Order which you request us to sign which is also signed by you; 3) cause the Product to be shipped; 4) provide Incidental Services related to your Order; or 5) cause the Maintenance Subscription to be provided.
- 1.4 Your Acceptance of Additional Terms. You do not accept any terms and conditions in a written confirmation of your oral Order other than the terms of this Agreement unless you do the following: 1) sign a document that is or will be signed by LRS adding additional terms and conditions; 2) use the Product or Maintenance Subscription or allow others to do so; or, 3) make any payments for the Product or Maintenance Subscription. Notwithstanding the foregoing, the manufacturer of the Product or provider of the Maintenance Subscription may require you to enter into a separate agreement.
- 1.5 Delivery. We will try to meet your delivery requirements for Products and Maintenance Subscriptions you order, and will inform you of their status. Transportation charges, if applicable, will be specified in our invoice to you.
- 1.6 Payment Terms. The amounts due under an Order shall be due and payable within thirty (30) days of receipt of our invoice to you for the same.
- 1.7 Acknowledgment of IBM Customer Agreement. This section applies if we provide any IBM Product or Service to you. The Customer represents and warrants that it has entered into the IBM Customer Agreement with International Business Machines Corporation ("IBM"). Customer acknowledges that IBM Products or Maintenance Subscriptions or other IBM services provided to the Customer by this Agreement are covered by the warranties and other terms of the IBM Customer Agreement or other IBM agreement.
- 1.8 Security Interest in Products. Customer hereby grants LRS a purchase money security interest in any Products purchased hereunder, together with any proceeds therefrom. Customer grants LRS the authority to file UCC Financing Statements with the appropriate bodies without need for Customer's signature on such statement or

statements; however, Customer agrees that as a condition of accepting any Order, LRS may require Customer to sign a more detailed security agreement granting a purchase money security interest to LRS in the Products purchased under a particular Order and sign the accompanying UCC Financing Statement.

**2.0 Terms and Conditions for LRS Services:**

- 2.1 Statement(s) of Work. During the Term of this Agreement, LRS agrees to provide certain services ("LRS Services") as outlined in Statement(s) of Work that may be written from time to time describing the services, time for performance, cost and terms for payment, LRS employees performing work, reimbursed expenses, and other special terms. No obligation to provide or pay for any such LRS Services shall be incurred by either party until a Statement of Work has been executed by both parties. Should the terms and conditions stated in the Statement of Work conflict with the terms and conditions of this Agreement, the terms and conditions of the Statement of Work shall control and prevail for the applicable services.
- 2.2 Fees and Payment. Fees for all services hereunder shall be set forth in a Statement(s) of Work and annexed hereto. If the fees are on a time and materials basis, LRS shall maintain contemporaneous daily time records of services performed. All LRS Services rendered hereunder shall be invoiced monthly as work progresses. Payment is due immediately upon receipt of invoice.
- 2.3 Proprietary Rights to Software.
- 2.3.1 Custom Work Product Defined. "Custom Work Product" means the resulting software, if any, (including all functional and technical designs, programs, modules, code, algorithms, flowcharts, data diagrams, documentation and the like) created by LRS after the effective date of this Agreement solely on behalf of Customer and in furtherance of a Statement of Work. Custom Work Product does not include software licensed to Customer by any third party either pursuant to Section 1.0 of this Agreement or otherwise ("Third Party Software") or any software owned by, or licensed to, LRS and incorporated or "embedded" into the Custom Work Product ("Embedded Software") or any Product provided to Customer pursuant to Section 1.0 of this Agreement.
- 2.3.2 Ownership of Custom Work Product. Unless otherwise provided in the applicable Statement of Work, Customer shall own all right, title and interest to any Custom Work Product. LRS expressly acknowledges and agrees that all such Custom Work Product constitutes "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by Customer and, alternatively, hereby irrevocably assigns all ownership or other rights it might have in Custom Work Product to Customer. LRS shall sign such documentation as may be reasonably requested by Customer to insure that title to the Custom Work Product is vested in Customer. Notwithstanding the foregoing, the parties agree that LRS reserves the right to use and distribute royalty-free for any purpose subsets or modules of the Custom Work Product which by themselves provide generic technical information not unique to Customer's business and not containing Customer Confidential Information.
- 2.3.3 Third Party Software. Customer's rights and remedies regarding Customer's use of any Third Party Software shall be governed by a separate and independent agreement between Customer and the licensor of the Third Party Software and not by this Agreement. Customer agrees that LRS has no responsibility to Customer for the Third Party Software except as explicitly set forth in this Agreement or an applicable Statement of Work. Customer agrees to hold LRS harmless from any claim arising from Customer's use or acquisition of Third Party Software unless such claim arises from LRS' breach of its obligations regarding the Third Party Software as set forth in this Agreement or an applicable Statement of Work.
- 2.3.4 License to Embedded Software. Except as otherwise specifically set forth on the Statement of Work: (i) this Agreement conveys no ownership rights to Customer with respect to Embedded Software, and (ii) Customer is granted a paid-up, perpetual, nonexclusive license to use the Embedded Software strictly as an integral part of, and in conjunction with, Customer's use of the Custom Work Product and for no other purpose.
- 2.4 Injunctive Relief. The parties acknowledge that violation by one party of the provisions of Sections 2.3.1, 2.3.2, or 2.3.4 would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available to prevent any actual or threatened violation of such provisions.
- 2.5 Warranty Against Infringement and Interference With Enjoyment.
- 2.5.1 Warranty/Exclusive Remedy. LRS warrants that the Custom Work Product and the Embedded Software will be delivered free of the rightful claim of any third party by way of infringement or misappropriation of rights arising under the laws of the United States. LRS further warrants that no act or omission of LRS will result in a third party holding a claim against the Custom Work Product or Embedded Software (other than infringement) that interferes with Customer's enjoyment of the Custom Work Product.

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTY IS SET FORTH IN SECTIONS 2.5.2 and 2.5.3.

2.5.2 LRS' Duty To Indemnify. If a claim is made by a third party against Customer that, if true, would cause a breach of a warranty set forth in Section 2.5.1, LRS shall defend against such claim at its own expense and shall indemnify Customer and hold it harmless against any settlement or final judgment including an award of attorneys' fees, that may be awarded by a court of competent jurisdiction against Customer as a result of the foregoing; provided that Customer shall give LRS prompt written notice of such claim and shall provide LRS with all reasonable cooperation. LRS has no obligation to pay Customer's attorneys' fees, provided LRS has assumed the defense of the claim in a timely fashion. Further, LRS shall have no liability or duty to Customer for any claim pursuant to this Section if such claim is based on Customer's, or third party's addition, modification or customization to or specification for the Custom Work Product.

2.5.3 LRS' Right To Correct If a claim is made by a third party against Customer that, if true, would cause a breach of a warranty set forth in Section 2.5.1, or if LRS believes that a likelihood of such a claim exists, LRS shall, in LRS' sole discretion, procure for Customer the right to continue using the Custom Work Product, modify it to make it compliant with the warranties set forth in Section 2.5.1 but continue to meet the Custom Work Product's functionality, or replace it with non-infringing material of like utility that complies with the warranties provided in Section 2.5.1; provided, however, if none of the foregoing is reasonably available to LRS, either party may Terminate this Agreement, in which case Customer shall cease using the Custom Work Product and return it to LRS and, if during the first five (5) years from delivery of the Custom Work Product, LRS shall refund to Customer a sum equivalent to one sixtieth (1/60) of the fees actually paid to LRS for the Custom Work Product, multiplied by the number of months remaining in the first five years from delivery of the Custom Work Product.

2.5.4 Customer warrants that the portions of any materials or information that may be supplied by Customer and incorporated into the Custom Work Product do not infringe any third party patent, copyright, trade secret or other proprietary right enforceable in the United States. Customer shall indemnify LRS and hold it harmless against any final judgment, including an award of attorneys' fees, that may be awarded by a court of competent jurisdiction against LRS as a result of breach of the foregoing; provided that LRS shall give Customer prompt written notice of such claim and shall provide Customer with all reasonable cooperation. Customer has no obligation to pay LRS' attorneys' fees, once Customer has assumed the defense of the infringement claim. Further, Customer shall have no liability or duty to LRS for any claim of infringement pursuant to this Section if such claim is based on text, data, graphics, or any other information supplied by LRS.

2.6 Electronic Network Agreements. The parties agree the terms and conditions set forth in this Section 2.6 apply only to any Statement of Work that pertains to the design, development or creation of any application or code that will create a display or accept, process or create a business transaction on the World Wide Web, the Internet or any private electronic network ("Network Application").

2.6.1 In providing LRS Services under the Statement of Work, LRS is only providing the Network Application pursuant to the mutual agreement of the parties and as provided in the Statement of Work. The parties agree LRS is not providing any legal advice to Customer on any subject including, but not limited to, copyright, trademark or other intellectual property, libel, or contract enforceability. Customer, not LRS, shall have the sole responsibility for verifying the legal implications and legal sufficiency of the content in the Network Application. Except for a claim under Section 2.5.1 of this Agreement, Customer agrees to indemnify and hold LRS, its employees and agents harmless from any and all third party claims, suits, losses, demands and expenses, including reasonable attorneys fees, damages and liabilities in any way arising out of or in connection with Customer's use or deployment of the Network Application.

2.6.2 LRS Not Liable for Caching. The parties may agree to have LRS provide modifications to the Network Application from time to time. However, Customer expressly recognizes that some Internet service providers may continue to cache unmodified versions of a Web site after modifications or improvements are made. If the Network Application is displayed via the Internet, some Internet users may gain access to cached versions of the Network Application that do not contain all current modifications or improvements. Customer expressly agrees that such caching is beyond LRS' control.

**3.0 General Terms and Conditions:**

3.1 Term. The term of this Agreement ("Term") shall commence on the latest date above and shall continue in full force and effect until this Agreement is Terminated in accordance with the terms and conditions hereof.

3.2 Termination. Either party may end this Agreement with or without cause ("Terminate" or "Termination") as set forth below. Unless otherwise agreed in writing, Termination of this Agreement with or without cause includes



the Termination of all unfinished Statements of Work and all Orders that have not been accepted. Termination, with or without cause, shall have no effect on Customer's obligation to pay for all Orders accepted pursuant to Section 1.0 prior to receipt of written notice of Termination or to pay the applicable labor rate (or an equitable portion of any fixed fee) with respect to services rendered pursuant to Section 2.0 prior to the date written notice of Termination is received. Either party may Terminate this Agreement by written notice to the other party if the other party breaches any material provision hereof and fails within ten (10) days after receipt of notice of breach to correct such default or to commence corrective action reasonably acceptable to the other party and proceed with due diligence to completion. Either party may Terminate this Agreement without cause upon thirty (30) days written notice.

3.3 Collection. Late Charges and Taxes. You may not withhold or "setoff" any amounts due hereunder. Should there be legal action to collect payments due under this Agreement, LRS shall be entitled to any costs of collection (including reasonable legal fees) and interest at the rate of one and one-half (1.5) percent per month or fraction thereof until paid. All amounts payable to LRS hereunder shall be exclusive of all applicable taxes based and measured thereon or on the transaction, and you shall be responsible for the payment of all such taxes excluding taxes based upon LRS' income. LRS' invoice shall not include any amount for taxes unless the same are listed apart from the amounts due and we are authorized to collect the same.

3.4 Confidential Information.

3.4.1 Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party including, without limitation, Custom Work Product or Embedded Software provided pursuant to Section 2.0, and other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

3.4.2 Covenant Not to Disclose. With respect to the other party's Confidential Information, the recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any third party without the other party's prior written approval; provided, that all such third party recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither party nor any other recipient may alter or remove from any software or associated documentation owned or provided by the other party any proprietary, copyright, trademark or trade secret legend. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own confidential information, but in no case less than reasonable care. Customer grants permission to LRS to identify Customer as an LRS customer in LRS' marketing and promotional materials.

3.4.3 The parties acknowledge that violation by one party of the provisions of this Section 3.4 would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available to prevent any actual or threatened violation of such provisions.

3.5 Warranties.

3.5.1 Any Incidental Services (as defined in Section 1.0) or LRS Services (as defined in Section 2.0) provided hereunder shall be provided in a workman-like manner using reasonable care and skill.

3.5.2 LRS represents and warrants that it has the full right, power and authority to sell, distribute or license the Products and Maintenance Subscriptions defined in Section 1.0. However, LRS is not the owner, manufacturer or provider of the Products or Maintenance Subscriptions and makes no other warranties whatsoever concerning them, including no warranty against interference with your enjoyment of them or against infringement. However, non-LRS suppliers or manufacturers may provide their own warranties to you.

3.5.3 **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 3.5.1 AND 3.5.2 AND THE WARRANTY REGARDING NON-INFRINGEMENT SET FORTH IN SECTION 2.5, LRS IS PROVIDING PRODUCTS AND MAINTENANCE SUBSCRIPTIONS (AS DEFINED IN SECTION 1.0) AND CUSTOM WORK PRODUCT AND EMBEDDED SOFTWARE (AS DEFINED IN SECTION 2.0), IF ANY, HEREUNDER STRICTLY ON AN "AS IS" BASIS AND LRS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY**

**WARRANTY OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE.**

3.6 Limitation of Liabilities/Consequential Damages. EXCEPT FOR A CLAIM UNDER SECTION 2.5, LRS' TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR WARRANTY), SHALL BE LIMITED TO FEES ACTUALLY PAID TO LRS UNDER THE RELATED STATEMENT OF WORK OR ORDER. IN NO EVENT SHALL LRS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR DAMAGES FOR ECONOMIC LOSS OF ANY KIND (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, LOSS OF USE OR CLAIMS OF THIRD PARTIES) THAT MIGHT ARISE AS A RESULT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR IN ANY WAY ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

3.7 Independent Contractor Status. Each party and its employees are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Each party shall remain responsible for, and shall indemnify and hold harmless the other party from, the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted for its respective employees. Each party shall maintain adequate insurance protection covering its respective activities hereunder, including coverage for statutory workers' compensation, comprehensive general liability for bodily injury and property damage, as well as adequate coverage for vehicles.

3.8 Notices. Except as specifically permitted in this Agreement, all notices and demands required or permitted under this Agreement shall be in writing and may be delivered by registered or certified mail, postage prepaid, by facsimile, or by an overnight express service, e.g. Federal Express, Airborne Express, etc., to one of the persons and addresses or facsimile numbers set forth below or to such other address or fax number and to the attention of such other person as either party may designate to the other in writing. If no Customer representative is identified below, notice to Customer may be to the person and address or facsimile number set forth for Customer on the first page of this Agreement. Any notice or demand mailed or faxed as aforesaid shall be deemed to have been delivered on the date of delivery or refusal, as the case may be, set forth on the return receipt or the facsimile machine print out:

LRS	CUSTOMER
General Counsel	
2401 West Monroe	
Springfield, IL 62704	
Fax: (217) 787-3286	

3.9 Choice of Law. This Agreement shall be governed by the laws of the State of Illinois, without giving effect to its choice-of-law provisions.

3.10 Authority. Each undersigned hereby represents and warrants that he or she has been duly authorized by his or her respective party to enter into and execute this Agreement.

3.11 Attorneys' Fees. The parties agree that should there be any litigation arising out of this Agreement or to enforce any portion of this Agreement the losing party shall pay the prevailing party any reasonable attorneys' fees and other costs incurred in said litigation.

3.12 General and Miscellaneous Clauses. Except as specifically permitted in this Agreement, this Agreement may be modified or amended only by a writing signed by both parties. This Agreement shall be binding upon the parties hereto, their successors, assigns, and legal representatives. Nothing in this Agreement is intended to confer on any person or entity, other than the parties and their authorized successors, any rights or remedies under or by reason of this Agreement. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent and any attempt to the contrary shall be void. Neither party shall be liable for delays caused by events beyond its reasonable control. If any provision of this Agreement or the application of such provision to any person, entity or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances, other than those as to which it is held invalid, shall not be affected. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. A party's performance after the other party's default shall not be construed as a waiver of that default. Headings are for reference purposes only and have no substantive effect.

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**ADDENDUM TO CUSTOMER AGREEMENT NO. ITSCA10Y2.0M**

By signing below, each of us agrees that the following terms in the referenced agreement are amended as follows:

**Section 1.6 Payment Terms:** replace "...thirty (30) days..." with "...forty five (45) days..."

It is understood by the parties that this Addendum addresses only the sections set forth above, and as such, this Addendum does NOT replace or alter any other portion of the Customer Agreement. Should the terms and conditions of this Addendum conflict with the terms and conditions of the Customer Agreement, the terms and conditions of this Addendum shall control and prevail. In all other respects, the Customer Agreement, as amended herein, remains in full force and effect.

**ACCEPTED BY LRS:**

Levi, Ray & Shoup, Inc.  
2401 West Monroe Street  
Springfield, IL 62704  
Facsimile: (217) 787-6893

*Joseph A. Regan*  
Signature  
Joseph A. Regan  
Print name  
Director of Sales  
Title  
8/17/01  
Date

**ACCEPTED BY CUSTOMER:**

Sangamon County MIS  
200 South Ninth Street  
Springfield, IL 62701  
Facsimile: (217) 535-3230

*Andy Van Meter*  
Signature  
Andy Van Meter  
Print name  
Sangamon County Board Chairman  
Title  
8/10/01  
Date

3-12



**CUSTOMER AGREEMENT**

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This Agreement is entered into as of the latest date set forth below ("Effective Date") by and between Levi, Ray & Shoup, Inc. ("LRS" or "we") and the entity signing below ("Customer" or "you"). Both parties may be referred to as "us."

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This Agreement covers business transactions you may enter into with LRS to acquire hardware, software, equipment and services, now or in the future.

This document, including Standard Terms and Conditions V.2.0, Statements of Work and other documents signed by us pursuant to this Agreement, constitute the complete agreement regarding these transactions and replace any prior oral or written communications between us.

Once signed, 1) any reproduction of this Agreement, including Statements of Work and other documents signed by us pursuant to this Agreement, by reliable means (e.g. photocopy or fax) is considered an original and 2) all hardware, software, equipment and services you order while this Agreement is in effect are subject to its terms.

**ACCEPTED BY LRS:**

Levi, Ray & Shoup, Inc.  
2401 West Monroe Street  
Springfield, IL 62704

Joseph A. Rehan  
Signature  
Joseph A. Rehan  
Print name  
Director of Sales  
Title  
8/17/01  
Date

**ACCEPTED BY CUSTOMER:**

Sangamon County MIS  
200 South Ninth Street  
Springfield, IL 62701  
Facsimile: (217) 535-3230

Andy Van Meter  
Signature  
Andy Van Meter  
Print name  
Sangamon County Board Chairman  
Title  
8/10/01  
Date

Contract Number ITSCA10VZ.0M

## EXPLANATION OF AGREEMENT

The below Standard Terms and Conditions are divided into three sections.

Section 1.0 applies only to those transactions where you order hardware, equipment, software and/or maintenance subscriptions, none of which are owned or manufactured by LRS (an Order). Section 1.0 also applies to Incidental Services we may perform in connection with your Order under Section 1.0.

Section 2.0 applies only to those transactions where you are to receive billable services from LRS as described in a Statement of Work signed by both of us.

Section 3.0 contains general terms and conditions that apply to all transactions taking place under Sections 1.0 and 2.0.

Any Product, Maintenance Subscription or LRS Service ordered at the same time as this Agreement will be set forth in a written Order or Statement of Work and attached to this Agreement.

### STANDARD TERMS AND CONDITIONS V.2.2

#### 1.0 Terms and Conditions for Products, Maintenance Subscriptions and Incidental Services:

- 1.1 Definitions. "Products" shall mean any non-LRS equipment, non-LRS hardware (including any licensed internal code and any written materials), and/or non-LRS software programs that we may provide to you. "Incidental Services" shall mean the performance of a task by LRS which is incidental to, in conjunction with and in direct support of the Products sold hereunder and which is provided at no additional charge to you (including but not limited to installation). Incidental Services shall not include tasks performed by LRS for which you are billed pursuant to a Statement of Work as described in Section 2.0. "Maintenance Subscriptions" shall mean any non-LRS maintenance subscription you may purchase pursuant to this Agreement.
- 1.2 Placement of Order. You may place an Order by sending us a purchase order, or any other written document issued by you, or you may place an Order orally. The Order will describe the specifics of the transaction, namely, price, Product, Maintenance Subscriptions and/or Incidental Services, and quantity. However, any other terms set forth in an Order besides price, Product, Maintenance Subscriptions and/or Incidental Services, and quantity that are in addition to, or in conflict with, this Agreement, will not be binding unless the Order is signed by us. You may request LRS to sign any Order that you have signed or will sign. If your Order is not in writing, we will send you an invoice which shall serve as written confirmation of your Order.
- 1.3 Acceptance of Order. A Product or Maintenance Subscription becomes subject to this Agreement when we accept your Order. We accept your Order when we do any of the following: 1) send you an invoice for the Product or Maintenance Subscription; 2) sign any Order which you request us to sign which is also signed by you; 3) cause the Product to be shipped; 4) provide Incidental Services related to your Order; or 5) cause the Maintenance Subscription to be provided.
- 1.4 Your Acceptance of Additional Terms. You do not accept any terms and conditions in a written confirmation of your oral Order other than the terms of this Agreement unless you do the following: 1) sign a document that is or will be signed by LRS adding additional terms and conditions; 2) use the Product or Maintenance Subscription or allow others to do so; or, 3) make any payments for the Product or Maintenance Subscription. Notwithstanding the foregoing, the manufacturer of the Product or provider of the Maintenance Subscription may require you to enter into a separate agreement.
- 1.5 Delivery. We will try to meet your delivery requirements for Products and Maintenance Subscriptions you order, and will inform you of their status. Transportation charges, if applicable, will be specified in our invoice to you.
- 1.6 Payment Terms. The amounts due under an Order shall be due and payable within thirty (30) days of receipt of our invoice to you for the same.
- 1.7 Acknowledgment of IBM Customer Agreement. This section applies if we provide any IBM Product or Service to you. The Customer represents and warrants that it has entered into the IBM Customer Agreement with International Business Machines Corporation ("IBM"). Customer acknowledges that IBM Products or Maintenance Subscriptions or other IBM services provided to the Customer by this Agreement are covered by the warranties and other terms of the IBM Customer Agreement or other IBM agreement.
- 1.8 Security Interest in Products. Customer hereby grants LRS a purchase money security interest in any Products purchased hereunder, together with any proceeds therefrom. Customer grants LRS the authority to file UCC Financing Statements with the appropriate bodies without need for Customer's signature on such statement or

statements; however, Customer agrees that as a condition of accepting any Order, LRS may require Customer to sign a more detailed security agreement granting a purchase money security interest to LRS in the Products purchased under a particular Order and sign the accompanying UCC Financing Statement.

**2.0 Terms and Conditions for LRS Services:**

**2.1 Statement(s) of Work.** During the Term of this Agreement, LRS agrees to provide certain services ("LRS Services") as outlined in Statement(s) of Work that may be written from time to time describing the services, time for performance, cost and terms for payment, LRS employees performing work, reimbursed expenses, and other special terms. No obligation to provide or pay for any such LRS Services shall be incurred by either party until a Statement of Work has been executed by both parties. Should the terms and conditions stated in the Statement of Work conflict with the terms and conditions of this Agreement, the terms and conditions of the Statement of Work shall control and prevail for the applicable services.

**2.2 Fees and Payment.** Fees for all services hereunder shall be set forth in a Statement(s) of Work and annexed hereto. If the fees are on a time and materials basis, LRS shall maintain contemporaneous daily time records of services performed. All LRS Services rendered hereunder shall be invoiced monthly as work progresses. Payment is due immediately upon receipt of invoice.

**2.3 Proprietary Rights to Software.**

**2.3.1 Custom Work Product Defined.** "Custom Work Product" means the resulting software, if any, (including all functional and technical designs, programs, modules, code, algorithms, flowcharts, data diagrams, documentation and the like) created by LRS after the effective date of this Agreement solely on behalf of Customer and in furtherance of a Statement of Work. Custom Work Product does not include software licensed to Customer by any third party either pursuant to Section 1.0 of this Agreement or otherwise ("Third Party Software") or any software owned by, or licensed to, LRS and incorporated or "embedded" into the Custom Work Product ("Embedded Software") or any Product provided to Customer pursuant to Section 1.0 of this Agreement.

**2.3.2 Ownership of Custom Work Product.** Unless otherwise provided in the applicable Statement of Work, Customer shall own all right, title and interest to any Custom Work Product. LRS expressly acknowledges and agrees that all such Custom Work Product constitutes "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by Customer and, alternatively, hereby irrevocably assigns all ownership or other rights it might have in Custom Work Product to Customer. LRS shall sign such documentation as may be reasonably requested by Customer to insure that title to the Custom Work Product is vested in Customer. Notwithstanding the foregoing, the parties agree that LRS reserves the right to use and distribute royalty-free for any purpose subsets or modules of the Custom Work Product which by themselves provide generic technical information not unique to Customer's business and not containing Customer Confidential Information.

**2.3.3 Third Party Software.** Customer's rights and remedies regarding Customer's use of any Third Party Software shall be governed by a separate and independent agreement between Customer and the licensor of the Third Party Software and not by this Agreement. Customer agrees that LRS has no responsibility to Customer for the Third Party Software except as explicitly set forth in this Agreement or an applicable Statement of Work. Customer agrees to hold LRS harmless from any claim arising from Customer's use or acquisition of Third Party Software unless such claim arises from LRS' breach of its obligations regarding the Third Party Software as set forth in this Agreement or an applicable Statement of Work.

**2.3.4 License to Embedded Software.** Except as otherwise specifically set forth on the Statement of Work: (i) this Agreement conveys no ownership rights to Customer with respect to Embedded Software, and (ii) Customer is granted a paid-up, perpetual, nonexclusive license to use the Embedded Software strictly as an integral part of, and in conjunction with, Customer's use of the Custom Work Product and for no other purpose.

**2.4 Injunctive Relief.** The parties acknowledge that violation by one party of the provisions of Sections 2.3.1, 2.3.2, or 2.3.4 would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available to prevent any actual or threatened violation of such provisions.

**2.5 Warranty Against Infringement and Interference With Enjoyment.**

**2.5.1 Warranty/Exclusive Remedy.** LRS warrants that the Custom Work Product and the Embedded Software will be delivered free of the rightful claim of any third party by way of infringement or misappropriation of rights arising under the laws of the United States. LRS further warrants that no act or omission of LRS will result in a third party holding a claim against the Custom Work Product or Embedded Software (other than infringement) that interferes with Customer's enjoyment of the Custom Work Product.

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTY IS SET FORTH IN SECTIONS 2.5.2 and 2.5.3.

- 2.5.2 LRS' Duty To Indemnify. If a claim is made by a third party against Customer that, if true, would cause a breach of a warranty set forth in Section 2.5.1, LRS shall defend against such claim at its own expense and shall indemnify Customer and hold it harmless against any settlement or final judgment including an award of attorneys' fees, that may be awarded by a court of competent jurisdiction against Customer as a result of the foregoing; provided that Customer shall give LRS prompt written notice of such claim and shall provide LRS with all reasonable cooperation. LRS has no obligation to pay Customer's attorneys' fees, provided LRS has assumed the defense of the claim in a timely fashion. Further, LRS shall have no liability or duty to Customer for any claim pursuant to this Section if such claim is based on Customer's, or third party's addition, modification or customization to or specification for the Custom Work Product.
- 2.5.3 LRS' Right To Correct. If a claim is made by a third party against Customer that, if true, would cause a breach of a warranty set forth in Section 2.5.1, or if LRS believes that a likelihood of such a claim exists, LRS shall, in LRS' sole discretion, procure for Customer the right to continue using the Custom Work Product, modify it to make it compliant with the warranties set forth in Section 2.5.1 but continue to meet the Custom Work Product's functionality, or replace it with non-infringing material of like utility that complies with the warranties provided in Section 2.5.1; provided, however, if none of the foregoing is reasonably available to LRS, either party may Terminate this Agreement, in which case Customer shall cease using the Custom Work Product and return it to LRS and, if during the first five (5) years from delivery of the Custom Work Product, LRS shall refund to Customer a sum equivalent to one sixtieth (1/60) of the fees actually paid to LRS for the Custom Work Product, multiplied by the number of months remaining in the first five years from delivery of the Custom Work Product.
- 2.5.4 Customer warrants that the portions of any materials or information that may be supplied by Customer and incorporated into the Custom Work Product do not infringe any third party patent, copyright, trade secret or other proprietary right enforceable in the United States. Customer shall indemnify LRS and hold it harmless against any final judgment, including an award of attorneys' fees, that may be awarded by a court of competent jurisdiction against LRS as a result of breach of the foregoing; provided that LRS shall give Customer prompt written notice of such claim and shall provide Customer with all reasonable cooperation. Customer has no obligation to pay LRS' attorneys' fees, once Customer has assumed the defense of the infringement claim. Further, Customer shall have no liability or duty to LRS for any claim of infringement pursuant to this Section if such claim is based on text, data, graphics, or any other information supplied by LRS.
- 2.6 Electronic Network Agreements. The parties agree the terms and conditions set forth in this Section 2.6 apply only to any Statement of Work that pertains to the design, development or creation of any application or code that will create a display or accept, process or create a business transaction on the World Wide Web, the Internet or any private electronic network ("Network Application").
- 2.6.1 In providing LRS Services under the Statement of Work, LRS is only providing the Network Application pursuant to the mutual agreement of the parties and as provided in the Statement of Work. The parties agree LRS is not providing any legal advice to Customer on any subject including, but not limited to, copyright, trademark or other intellectual property, libel, or contract enforceability. Customer, not LRS, shall have the sole responsibility for verifying the legal implications and legal sufficiency of the content in the Network Application. Except for a claim under Section 2.5.1 of this Agreement, Customer agrees to indemnify and hold LRS, its employees and agents harmless from any and all third party claims, suits, losses, demands and expenses, including reasonable attorneys fees, damages and liabilities in any way arising out of or in connection with Customer's use or deployment of the Network Application.
- 2.6.2 LRS Not Liable for Caching. The parties may agree to have LRS provide modifications to the Network Application from time to time. However, Customer expressly recognizes that some Internet service providers may continue to cache unmodified versions of a Web site after modifications or improvements are made. If the Network Application is displayed via the Internet, some Internet users may gain access to cached versions of the Network Application that do not contain all current modifications or improvements. Customer expressly agrees that such caching is beyond LRS' control.

### 3.0 **General Terms and Conditions:**

- 3.1 Term. The term of this Agreement ("Term") shall commence on the latest date above and shall continue in full force and effect until this Agreement is Terminated in accordance with the terms and conditions hereof.
- 3.2 Termination. Either party may end this Agreement with or without cause ("Terminate" or "Termination") as set forth below. Unless otherwise agreed in writing, Termination of this Agreement with or without cause includes

the Termination of all unfinished Statements of Work and all Orders that have not been accepted. Termination, with or without cause, shall have no effect on Customer's obligation to pay for all Orders accepted pursuant to Section 1.0 prior to receipt of written notice of Termination or to pay the applicable labor rate (or an equitable portion of any fixed fee) with respect to services rendered pursuant to Section 2.0 prior to the date written notice of Termination is received. Either party may Terminate this Agreement by written notice to the other party if the other party breaches any material provision hereof and fails within ten (10) days after receipt of notice of breach to correct such default or to commence corrective action reasonably acceptable to the other party and proceed with due diligence to completion. Either party may Terminate this Agreement without cause upon thirty (30) days written notice.

3.3 Collection, Late Charges and Taxes. You may not withhold or "setoff" any amounts due hereunder. Should there be legal action to collect payments due under this Agreement, LRS shall be entitled to any costs of collection (including reasonable legal fees) and interest at the rate of one and one-half (1.5) percent per month or fraction thereof until paid. All amounts payable to LRS hereunder shall be exclusive of all applicable taxes based and measured thereon or on the transaction, and you shall be responsible for the payment of all such taxes excluding taxes based upon LRS' income. LRS' invoice shall not include any amount for taxes unless the same are listed apart from the amounts due and we are authorized to collect the same.

3.4 Confidential Information.

3.4.1 Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party including, without limitation, Custom Work Product or Embedded Software provided pursuant to Section 2.0, and other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

3.4.2 Covenant Not to Disclose. With respect to the other party's Confidential Information, the recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any third party without the other party's prior written approval; provided, that all such third party recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither party nor any other recipient may alter or remove from any software or associated documentation owned or provided by the other party any proprietary, copyright, trademark or trade secret legend. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own confidential information, but in no case less than reasonable care. Customer grants permission to LRS to identify Customer as an LRS customer in LRS' marketing and promotional materials.

3.4.3 The parties acknowledge that violation by one party of the provisions of this Section 3.4 would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available to prevent any actual or threatened violation of such provisions.

3.5 Warranties.

3.5.1 Any Incidental Services (as defined in Section 1.0) or LRS Services (as defined in Section 2.0) provided hereunder shall be provided in a workman-like manner using reasonable care and skill.

3.5.2 LRS represents and warrants that it has the full right, power and authority to sell, distribute or license the Products and Maintenance Subscriptions defined in Section 1.0. However, LRS is not the owner, manufacturer or provider of the Products or Maintenance Subscriptions and makes no other warranties whatsoever concerning them, including no warranty against interference with your enjoyment of them or against infringement. However, non-LRS suppliers or manufacturers may provide their own warranties to you.

3.5.3 **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 3.5.1 AND 3.5.2 AND THE WARRANTY REGARDING NON-INFRINGEMENT SET FORTH IN SECTION 2.5, LRS IS PROVIDING PRODUCTS AND MAINTENANCE SUBSCRIPTIONS (AS DEFINED IN SECTION 1.0) AND CUSTOM WORK PRODUCT AND EMBEDDED SOFTWARE (AS DEFINED IN SECTION 2.0), IF ANY, HEREUNDER STRICTLY ON AN "AS IS" BASIS AND LRS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY**



**WARRANTY OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE.**

3.6 Limitation of Liabilities/Consequential Damages. EXCEPT FOR A CLAIM UNDER SECTION 2.5, LRS' TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR WARRANTY), SHALL BE LIMITED TO FEES ACTUALLY PAID TO LRS UNDER THE RELATED STATEMENT OF WORK OR ORDER. IN NO EVENT SHALL LRS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR DAMAGES FOR ECONOMIC LOSS OF ANY KIND (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, LOSS OF USE OR CLAIMS OF THIRD PARTIES) THAT MIGHT ARISE AS A RESULT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR IN ANY WAY ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

3.7 Independent Contractor Status. Each party and its employees are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Each party shall remain responsible for, and shall indemnify and hold harmless the other party from, the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted for its respective employees. Each party shall maintain adequate insurance protection covering its respective activities hereunder, including coverage for statutory workers' compensation, comprehensive general liability for bodily injury and property damage, as well as adequate coverage for vehicles.

3.8 Notices. Except as specifically permitted in this Agreement, all notices and demands required or permitted under this Agreement shall be in writing and may be delivered by registered or certified mail, postage prepaid, by facsimile, or by an overnight express service, e.g. Federal Express, Airborne Express, etc., to one of the persons and addresses or facsimile numbers set forth below or to such other address or fax number and to the attention of such other person as either party may designate to the other in writing. If no Customer representative is identified below, notice to Customer may be to the person and address or facsimile number set forth for Customer on the first page of this Agreement. Any notice or demand mailed or faxed as aforesaid shall be deemed to have been delivered on the date of delivery or refusal, as the case may be, set forth on the return receipt or the facsimile machine print out:

LRS	CUSTOMER
General Counsel	
2401 West Monroe	
Springfield, IL 62704	
Fax: (217) 787-3286	

3.9 Choice of Law. This Agreement shall be governed by the laws of the State of Illinois, without giving effect to its choice-of-law provisions.

3.10 Authority. Each undersigned hereby represents and warrants that he or she has been duly authorized by his or her respective party to enter into and execute this Agreement.

3.11 Attorneys' Fees. The parties agree that should there be any litigation arising out of this Agreement or to enforce any portion of this Agreement the losing party shall pay the prevailing party any reasonable attorneys' fees and other costs incurred in said litigation.

3.12 General and Miscellaneous Clauses. Except as specifically permitted in this Agreement, this Agreement may be modified or amended only by a writing signed by both parties. This Agreement shall be binding upon the parties hereto, their successors, assigns, and legal representatives. Nothing in this Agreement is intended to confer on any person or entity, other than the parties and their authorized successors, any rights or remedies under or by reason of this Agreement. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent and any attempt to the contrary shall be void. Neither party shall be liable for delays caused by events beyond its reasonable control. If any provision of this Agreement or the application of such provision to any person, entity or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances, other than those as to which it is held invalid, shall not be affected. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. A party's performance after the other party's default shall not be construed as a waiver of that default. Headings are for reference purposes only and have no substantive effect.