

RESOLUTION NO. 8-1

WHEREAS, the Sangamon County Information Systems Department utilizes a system called 'Jwalk' for access to numerous County business applications.

WHEREAS, Microsoft announced that new Personal Computers will come with Microsoft's Windows 10.

WHEREAS, the current 'Jwalk' System used at Sangamon County will need to be upgraded so that it is supported on Windows 10.

THEREFORE, the Sangamon County Information Systems Department has reviewed a proposal to upgrade the 'Jwalk' System so that it will be supported on Windows 10.

NOW, THEREFORE, BE IT RESOLVED, by the Members of the Board of Sangamon County, Illinois in session this 9th day of November, 2016 that the attached contracts with Rocket Software, Inc. for \$158,342 are approved.

Building and Grounds Committee

Jason [Signature]

[Signature]

[Signature]

RECEIVED
2660

OCT 20 2016

Andy Goleman
SANGAMON COUNTY AUDITOR

FILED

OCT 25 2016

[Signature]
Sangamon County Clerk



**Order Form
Rocket Software**

Contract Number: 00092824

Customer Name:	County of Sangamon	Date	23-May-2016
License Type:	Perpetual	Rocket Account Exec:	Michael Nudo

End User:
 Chuck Costello
 chuckc@co.sangamon.il.us
 County of Sangamon
 200 South 9th - Room 312
 County Complex
 Springfield, IL 62701
 US

Bill To:
 Kim Jackson
 Kimj@co.sangamon.il.us
 County of Sangamon
 200 South 9th Street, Room 312
 Springfield, IL 62701
 US

Item Number	Item Description	Unit of Measure	Quantity	Unit Price	Extended Price	Discount	Sales Price
SEA-LSWE-LP-200	LS 5250 Web Engine Perpetual License	Seat	1	10,000.00	10,000.00	(1,800.00)	8,200.00
SEA-LSWE-MS-200	LS 5250 Web Engine Maintenance	12 Months			2,000.00	(360.00)	1,640.00
SEA-LSWC-LP-200	LS 5250 Web Client Perpetual License	Seat	100	200.00	20,000.00	(3,600.00)	16,400.00
SEA-LSWC-MS-200	LS 5250 Web Client Maintenance	12 Months			4,000.00	(720.00)	3,280.00
SEA-WBWB-LP-200	LS Workbench 5250 Web Builder Perpetual License	Seat	1	4,250.00	4,250.00	(765.00)	3,485.00
SEA-WBWB-MS-200	LS Workbench 5250 Web Builder Maintenance	12 Months			850.00	(153.00)	697.00
TOTAL:					41,100.00	(7,398.00)	USD 33,702.00

Offer Valid Through: Nov 30, 2016

The attached Rocket Software License and Services Terms are incorporated by reference in this Order Form and all subsequent Order Forms between the parties for Products or Services. Pricing is Rocket Confidential Information. The prices contained in each Order Form are a quotation which may be revised by Rocket until Customer signs and Rocket accepts the Order Form. At the end of each Support Period, Support prices are subject to increase at the time of the renewal based upon consumer price index for the Territory. Prices do not include and are not reduced by taxes to be paid by Customer. Inconsistent terms on Customer's purchase order are excluded regardless of whether Rocket accepts the purchase order for payment. In an effort to protect the environment, Rocket delivers invoices electronically via email (unless Customer instructs otherwise). Please provide a valid Accounts Payable or other email contact for receipt of invoices.

Rocket delivers Products by making download available to Customer. Customer acknowledges that Rocket Products and Services are subject to U.S. and other export controls, and that Customer will not use the products or services, directly or indirectly, for a prohibited end use under these laws, such as intelligence, military, missiles, nuclear, radiological, biological or chemical weapons applications, or transfer the products or services without authorization.

This agreement is effective on the date of the last signature on this Order Form.

Confidential - Rocket Software, Inc. and all subsidiaries.



Software License and Services Terms

Rocket Software, Inc. or its subsidiary designated on an Order Form ("Rocket") provides software Products and related Services according to these Software License and Services Terms ("Terms"). By executing an Order Form dated on or after the date of these Terms, Customer agrees, for itself and its majority owned subsidiaries, these Terms apply to the first Order Form Customer executes (together, the "Agreement") and each Order Form thereafter, Customer's rights and obligations, and Products and Services. Each Order Form is a separate contract incorporating these Terms and are the entire terms governing Customer's purchase of Products and/or Services. The parties agree that they may do business electronically, including contract formation, order placement and acceptance. An order Customer places and Rocket accepts on any Rocket website will create fully enforceable obligations subject to these Terms.

A. GENERAL TERMS

1. INTELLECTUAL PROPERTY OWNERSHIP

Rocket, its affiliates or licensors own and retain all right, title and interest in all Intellectual Property in Products, Services, Deliverables, Documentation, (except as otherwise specified herein), developments, research data, designs, layout, methodologies, processes and procedures, models, formulae, documents, drawings, plans, specifications and other Rocket information, proprietary materials and all derivative works. To the extent that any right, title or interest in or to any Rocket's Intellectual Property may not automatically vest in Rocket by operation of law, Customer irrevocably transfers, assigns and conveys all right, title, and interest therein to Rocket. At Rocket's request and expense Customer will promptly take any action and execute any documents necessary to vest full title in Rocket or its licensor.

2. CONFIDENTIALITY

(a) Confidential Information. Whether or not disclosed orally or marked as confidential, Confidential Information includes the Agreement; Order Forms, Products, Deliverables, and Services; either party's non-public data or personally identifiable information regarding employees or customer(s) residing on the party's computer systems; Intellectual Property, and Rocket's proposals, specifications, manuals, product roadmaps, financial data, pricing, and results of benchmark tests. Confidential Information does not include information that is (i) publicly available without breach of the Agreement; (ii) reasonably shown to Disclosing Party's satisfaction to have been known by Receiving Party prior to disclosure or independently developed by Receiving Party subsequent to disclosure without breach of these Terms; or (iii) obtained by Receiving Party from a third party without confidentiality obligation. Products are not deemed to be placed in the public domain by Rocket. Receiving Party will promptly notify Disclosing Party if it is compelled by a court or legal process to disclose Confidential Information and will take any reasonable action requested by Disclosing Party to maintain the confidentiality of the Confidential Information.

(b) Non-disclosure. Customer will use best efforts to prevent disclosure to Rocket of any personally identifiable information (PII) regarding Customer's employees or customer(s). Customer is solely responsible for complying with any requirements regarding PII disclosed to Rocket, other than Rocket's confidentiality obligations hereunder. Receiving Party will use Disclosing Party's Confidential Information solely to perform its obligations under the Agreement. Receiving Party will take commercially reasonable steps to safeguard Disclosing Party's Confidential Information, including no less than the steps taken to protect its own Confidential Information. Receiving Party must not disclose Disclosing Party's Confidential Information except to its employees bound by written confidentiality obligations, or Affiliates under a duty of confidentiality, no less restrictive than these Terms. Receiving Party must promptly notify Disclosing Party in writing of unauthorized use or disclosure of Confidential Information. Receiving Party, at its expense, must take all reasonable action to recover Confidential Information and prevent further unauthorized use or disclosure, including action for seizure and injunctive relief. If Receiving Party fails to do so in a timely manner, Disclosing Party may take reasonable action to do so at Receiving Party's expense, and Receiving Party must reasonably cooperate.

3. INTELLECTUAL PROPERTY INDEMNIFICATION

(a) By Rocket.

(i) Rocket will defend, at its expense, a third party legal action, suit or proceeding against Customer ("Claim") to the extent that a Product, or a Deliverable that is a Product proprietary derivative work, as delivered by Rocket to Customer ("Indemnified Product") directly infringes a valid U.S. patent or copyright. Rocket will indemnify Customer for any judgment finally awarded against Customer or settlement agreed by Rocket for such Claim to the extent of the Indemnified Product's infringement, provided (1) Customer notifies Rocket promptly in writing of the Claim, (2) Rocket has sole control over the defense or settlement, and (3) Customer fully cooperates with Rocket, providing all documents and information in Customer's possession relevant to the Claim, and Customer makes personnel available to testify or consult with Rocket.

(ii) If an Indemnified Product becomes, or in Rocket's opinion is likely to become subject to a Claim, Rocket may, at its option and expense, (1) acquire the right for Customer to continue using the Indemnified Product, (2) replace or modify the Indemnified Product or create a workaround so that the Indemnified Product is

functionally equivalent and non-infringing, or (3) terminate the License for the Indemnified Product and give Customer a credit for the Product Fee paid by Customer for the infringing part of the Indemnified Product, less a reasonable allowance for the time Customer used the Indemnified Product.

(iii) Rocket is not obligated or liable for a Claim due to: (1) use of an Indemnified Product not according to the Agreement and Documentation, (2) modification of an Indemnified Product made by anyone other than Rocket, or modification made by Rocket for non-standard features or functionality for Customer or according to Customer's directions, (3) any products, equipment, software, or data not supplied by Rocket, (4) use of an Indemnified Product combined with any other products, equipment, software, or data not supplied by Rocket if infringement would not occur without the combination, (5) a release of Indemnified Product other than the most current release available or Customer's failure to install a revision, update or release that would have eliminated the infringement, (6) Customer's designs, instructions, plans or specifications, or (7) use of an Indemnified Product combined with a Customer or third party use, process or method if infringement would not occur without the combination.

(b) By Customer.

(i) Customer will defend, at its expense, a third party claim against Rocket (1) that any product, information, data or material provided by Customer infringes another party's intellectual property rights, other than a Claim for which Rocket is responsible according to Section A3(a) above, or (2) arising from Customer's or its Affiliates' failure to comply with the License or Confidentiality terms of the Agreement.

(ii) Customer will indemnify Rocket for any damages, or amounts agreed as settlement, for the claim, provided (1) Rocket notifies Customer promptly in writing of the claim, (2) Customer has sole control over the defense or settlement, and (3) Rocket cooperates with Customer, providing all documents and information in Rocket's possession relevant to the claim, and Rocket makes personnel available to testify or consult with Customer as reasonably needed.

(c) Assumption of Defense. If a party fails to defend or settle a claim according to this Section A3 in a timely manner, the other party may assume defense of the claim at the indemnifying party's expense, and the indemnifying party will reasonably cooperate. Neither party may make an admission of fault on behalf of the other party, or agree to the settlement of a claim binding the other party that does not contain a full release of liability for the other party, without written consent. **(d) Limitation.** THIS SECTION A3 DESCRIBES EACH PARTY'S SOLE LIABILITY AND THE OTHER PARTY'S SOLE REMEDY FOR INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION.

4. LIMITATION OF LIABILITY

(a) ROCKET, ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR (i) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, (ii) ANY INTERRUPTION OF BUSINESS OR OPERATIONS, COST OF COVER, GOODWILL, TOLL FRAUD, OR LOSS OF DATA, PROFITS, OR REVENUE, OR FAILURE OF A REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE.

(b) EXCEPT FOR A CLAIM FOR INFRINGEMENT UNDER SECTION A3, DEATH OR BODILY INJURY CLAIMS, TANGIBLE PROPERTY DAMAGE, WILLFUL MISCONDUCT, OR FRAUD, ROCKET, ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY DAMAGES THAT EXCEED THE AMOUNT CUSTOMER PAID IN THE PRECEDING 12 MONTHS FOR THE PRODUCT OR SERVICE THAT GAVE RISE TO THE CLAIM.

(c) THE LIMITATIONS IN THIS SECTION A4 WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT, MISREPRESENTATION, NEGLIGENCE, THE USE OR PERFORMANCE OF A PRODUCT OR SERVICE, OR OTHERWISE, AND REGARDLESS OF WHETHER THE DAMAGES WERE FORESEEABLE OR UNFORESEEABLE. ROCKET WILL NOT BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN 12 MONTHS AFTER CUSTOMER BECAME AWARE OF THE ISSUE GIVING RISE TO THE CLAIM. ROCKET'S FAILURE TO EXERCISE A RIGHT OR REMEDY IS NOT A WAIVER.

(j) Enterprise License means a Measured License limited to the use required within a certain business unit or corporate entity specified in the Order Form measured as of the Order Form date.

(k) Fee means Rocket's price for a Product or Service specified in an Order Form.

(l) Intellectual Property means all intellectual property, including without limitation, inventions, patents, copyrights, trademarks, service marks, trade names, trade secrets, know-how, moral rights, licenses, and any other intangible proprietary or property rights, registered or not, under statute and/or common law.

(m) License means Customer's non-exclusive, non-transferable right to use the licensed Products, Services, Deliverables or materials for its own internal business operations, within the Territory, according to the Documentation, and subject to the Agreement's restrictions.

(n) Measured License means a License for the time period, number and type of Users, transactions, copies, seats, instructions per second (MIPS) or other quantity or measure specified for each Product listed in an Order Form.

(o) Named User means an individual identified User authorized to use a Product or Service. A new Named User may replace a prior Named User.

(p) Order Form means a quote, SOW, or registration form provided by Rocket to Customer that includes the Products, Services, Fees and a unique Rocket reference number for each Order Form.

(q) Product means Rocket proprietary software products.

(r) Product Warranty means Rocket's limited warranty for Products.

(s) Professional Services means the professional consulting services, standard installation, integration and configuration services, and time and materials services Rocket provides as an independent contractor.

(t) Receiving Party means a party receiving the other party's Confidential Information.

(u) Service(s) means Support Services and/or Professional Services.

(v) Service Warranty means Rocket's limited warranty specified for Support Services or Professional Services.

(w) SOW means a statement of work that documents materials and services for a project that Rocket provides, generally for Professional Services engagements, including a project plan, resources and actions provided by each party and a payment schedule.

(x) Support Period means a time period defined in an Order Form during which Rocket will provide Support Services.

(y) Support Service(s) means Rocket's current standard maintenance and support services, policies and procedures for Products.

(z) Territory means worldwide, unless restricted on the order form.

(aa) User means a Named User or Concurrent User authorized by Customer to use a Product or Service for Customer's internal business purposes.

B. PRODUCT PURCHASE/LICENSE/MAINTENANCE SUPPORT TERMS

1. ORDERS

Rocket will provide an Order Form to Customer that includes the Products, Support Services, Fees, other Services, and Rocket reference number for each order. Customer will place a binding order, subject to Rocket's acceptance, by sending Rocket a signed Order Form. Rocket accepts Customer orders by the earlier of signing the Order Form, shipping Product, or providing Services. Rocket may, in its sole discretion, accept Customer's purchase order as an Order Form.

2. LICENSE

(a) Grant. Rocket grants to Customer a Measured License for each Product listed in the Order Form, in object code form, and related Documentation. Customer may make one copy of the Product for non-production backup purposes. Customer's right to use the Product as an Enterprise License or a type of Measured License is specified in the Order Form. Customer's actual use will not decrease (but may increase) the scope of the License granted and the Fees due.

(b) Restrictions. Customer will not:

(i) Rent, lease, or sublicense a Product, or use a Product as a service bureau or for hosting as an application service provider;

(ii) Permit any third party to access or use a Product or Documentation, except for Customer's Affiliates using a Product or Documentation for Customer's internal business operations, provided Customer (a) ensures its Affiliates comply with the terms of the Agreement and (b) is liable for their acts and omissions;

(iii) Transfer or use a Product or Documentation to or in a country other than that to which Rocket first provides it;

(iv) Use a Product except as specified in the Documentation;

(v) Translate, modify or make derivative works of a Product or Documentation.

(vi) Reverse engineer, decompile or disassemble a Product, except as permitted by law after Customer has disclosed its intended activities in writing to Rocket;

(vii) Exceed the time period for the License, or use a Product in excess of the Measured License or Enterprise License, which Customer purchased;

(viii) Use a Product in production if provided under a testing, evaluation, development or other non-production License;

(ix) Alter a Product's copyright or other intellectual property rights notices;

(x) Infringe or misappropriate Rocket's or its licensors' Intellectual Property.

(c) Verification. Customer will keep accurate records measuring its use of the Products according to its License. Rocket has the right to audit Customer's records and operations to verify Customer's Product use according to the License and the Agreement. Audits will be scheduled at a mutually agreed date and time during Customer's usual business hours. If Rocket determines that Customer's Product use exceeds the License Customer purchased, Customer will immediately pay Rocket the current Fees for the additional Product use, including reasonably estimated arrears for Support Service Fees, and reimburse Rocket's reasonable expenses to perform the audit. THE LIMITATION OF LIABILITY SET FORTH IN SECTION A4 DOES NOT APPLY TO CUSTOMER'S PRODUCT USE EXCEEDING ITS LICENSE OR MISAPPROPRIATION OF A PRODUCT.

(d) Termination. Rocket may terminate a License by written notice (i) immediately, if Customer infringes or misappropriates Rocket's or its licensors' Intellectual Property

or fails to comply with the License Terms; (ii) as specified in the Warranty Terms; and (iii) if Customer materially breaches the Agreement, subject to any specified cure period. Upon termination Customer will immediately return or destroy all Product and, upon Rocket's request, provide written certification of such destruction.

3. SUPPORT SERVICES

(a) Support Services. Rocket will provide Support Services purchased by Customer according to Rocket's current standard policies and procedures as revised from time to time. Rocket's standard Support Services generally include (i) commercially reasonable efforts to resolve problems or bugs in the Product which substantially impair the functionality described in Rocket's published technical specifications; (ii) revisions and updates for Products containing code fixes, improvements or enhancements to existing functionality as available; (iii) access to online problem reporting, tracking, and self-help tools; and (iv) telephone support for trained Customer personnel during purchased support hours. Support Services do not include onsite support which may be purchased if available.

(b) Support Period; Termination. Support Service is available for a minimum 12 month Support Period, unless a longer period is specified in an Order Form, and the initial Support Period begins on the Product Delivery date. The Support Period will renew automatically for subsequent Support Periods equal to the initial Support Period unless either party provides written notice of termination at least 60 days prior to the end of the current Support Period. Rocket may suspend or terminate Support Service upon written notice if Customer breaches its obligations including timely payment for any Support Period. Upon termination Customer will, at Rocket's direction, return or destroy any Rocket materials, Confidential Information and Documentation, and Customer will immediately pay Rocket all fees due for the remainder of the Support Period and any other fees accrued as of the termination date.

4. PRODUCT DELIVERY

All Products provided to Customer by Rocket are subject to these Terms. Risk of loss for Products passes to Customer upon Delivery. Customer is responsible for customs clearance, documents, and paying any customs duties and import fees.

5. FEES AND PAYMENT

(a) Product Fees. Customer will pay to Rocket the Product Fees according to an Order Form, along with shipping, handling, taxes and any similar fees.

(b) Support Service Fees. Support Service Fees for the initial Support Period are included in the Product Order Form. Rocket will provide an Order Form or invoice for each renewal Support Period at Rocket's current list price, and Customer will pay the Support Service Fees when due, according to the Order Form or invoice. Rocket may not provide renewal Support Services if Customer does not pay the renewal Fees to Rocket prior to the end of the current Support Period. If Customer's Support Services



Software License and Services Terms

7. GENERAL

(a) Rocket may refuse any individual admission to a course that it considers to be a safety or security risk to other course participants or the premises where the course is being held. Additionally, Rocket may request any person in breach of its course regulations to leave the Rocket premises or other premises where the course is held. Fees paid for course participant under these circumstances will be forfeited and Customer will not be entitled to a refund for any portion thereof.

(b) Customer will comply with these Terms and any other Customer obligations in a timely manner. Rocket's ability to deliver the Education Services is dependent upon Customer's full and timely cooperation with Rocket, as well as the accuracy and completeness of any information and data Customer provides to Rocket.



**Order Form – Professional Services
Rocket Software**

Contract Number: 00099484

Customer Name:	County of Sangamon	Date:	July 7, 2016
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Bill To:

Kim Jackson
kimj@co.sangamon.il.us
County of Sangamon
200 South 9th Street, Room 312

Springfield, IL 62701
US

End User:

Chuck Costello
chuckc@co.sangamon.il.us
County of Sangamon
200 South 9th - Room 312
County Complex
Springfield, IL 62701
US

Professional Services Description	Pricing	Total Price
LegaSuite Professional Services	608 Hours @ 205.00	124,640.00
TOTAL:		USD 124,640.00

Offer Valid Through Nov-30-2016

The attached Rocket Professional Services Terms are incorporated by reference in this Order Form and all subsequent Order Forms between the parties for Professional Services. Pricing is Rocket Confidential Information. The prices contained in each Order Form are a quotation which may be revised by Rocket until Customer signs and Rocket accepts the Order Form. Prices do not include and are not reduced by taxes to be paid by Customer. Inconsistent terms on Customer's purchase order are excluded regardless of whether Rocket accepts the purchase order for payment purposes. In an effort to protect the environment, Rocket delivers invoices electronically via email (unless Customer instructs otherwise). Please provide a valid Accounts Payable or other email contact for receipt of invoices.

Customer acknowledges that Rocket products and services are subject to U.S. and other export controls, and that Customer will not use the products or services, directly or indirectly, for a prohibited end use under these laws, such as intelligence, military, missiles, nuclear, radiological, biological or chemical weapons applications, or transfer the products or services without authorization.

The Agreement is effective on the date of the last signature on this Order Form.

Service fees are due and will be invoiced as Services are delivered. Customer and Rocket will schedule Services to be delivered by Rocket. Customer will pay additional fees for any Services scheduled by Customer and delivered by Rocket exceeding the amount specified above. Expenses are invoiced, due and payable as incurred.



Professional Services Terms

Rocket Software, Inc. or its subsidiary designated on an Order Form ("Rocket") provides Professional Services for its Products according to these Professional Services Terms ("Terms"). By executing an Order Form dated on or after the date of these Terms, Customer agrees, for itself and its majority owned subsidiaries, these Terms apply to the first Order Form Customer executes for Professional Services and each Order Form thereafter, the Services provided and Customer's rights and obligations. These Terms and each Order Form (together, the "Agreement") contain the entire terms governing Customer's purchase of the Services.

1. ORDERS

Customer will order the Services it requires, which Rocket may perform remotely or on site as appropriate. Customer will place a binding order, subject to Rocket's acceptance, by sending Rocket a signed Order Form. Rocket accepts Customer orders by the earlier of signing the Order Form or providing Services. Rocket may, in its sole discretion, accept Customer's purchase order as an Order Form. The Order Form will describe the Services and any of the following that apply: project plan, resources and actions provided by each party, Deliverables, Fees, expenses, and payment schedule.

2. FEES AND PAYMENT

Customer will pay to Rocket: (a) Fees for time and Deliverables; (b) Rocket's expenses incurred with the Services; and (c) any additional fees and expenses incurred by Rocket due to changes in the scope of Services to be provided, Customer's failure to fulfill its obligations in a timely manner, or reassignment of personnel or rescheduling without Rocket's fault. Services Fee are due and invoiced as Services are performed. Customer will pay Fees and expenses for all Services and Deliverables provided until the end of each Service engagement. Rocket will itemize (a) invoices for expenses and provide receipts if Customer requests. All Professional Services Rocket provides are billable, regardless of whether the Services are requested by Customer to assist with a warranty or maintenance issue, which is addressed by Rocket's Support Services organization. Service for third party products is provided by the third party supplier.

3. DELIVERABLES

a. Ownership.

i. Rocket will designate in writing Deliverables as "Type I Deliverables," "Type II Deliverables," or otherwise as agreed. If not specified in writing, Deliverables are Type II Deliverables. Customer's data and Confidential Information are Customer's exclusive property in which Customer retains all right, title and interest, and are not Deliverables even if included with Deliverables provided by Rocket, such as in a report or dashboard. Rocket Products are governed by separate license terms.

ii. Type I Deliverables are Deliverables created solely for Customer during the Service performance period in which Customer will have all right, title, and interest, including copyright. Rocket will retain a copy of Type I Deliverables. Rocket's Intellectual Property and Confidential Information, in which Rocket retains all right, title and interest, are excluded from Type I Deliverables.

iii. Type II Deliverables are Deliverables provided or created during the Service performance period, including without limitation all preexisting materials, in which Rocket or its affiliates have all right, title, and interest, including copyright. Rocket will provide one copy of Type II Deliverables to Customer.

b. License and Use.

i. Rocket grants Customer a License to use and reproduce a reasonable number of copies, and distribute internally, Type II Deliverables' object code for its own internal business operations only, according to the Order Form. Customer will not reverse engineer, sell, rent, sublicense or permit a third party to use or access Type II Deliverables. Customer's ownership of Type I Deliverables and License for Type II Deliverables are contingent upon full payment of all fees and expenses for Services.

ii. Customer grants Rocket (1) a nonexclusive, worldwide, royalty-free right to use and copy Customer systems, Confidential Information and data, and use any Customer proprietary and third party products, services and materials under Customer's license, as necessary to provide the Services, and (2) an irrevocable, nonexclusive, royalty-free right to use, reproduce, create derivative works, sublicense and distribute, internally and to other parties, Type I Deliverables, excluding Customer Confidential Information and Customer data, which is Customer's exclusive property. Customer represents and warrants that Customer information, data and third party products, services and materials provided to Rocket will not violate any law or third party rights.

iii. Each party will reproduce the copyright notice or other legend on any copies made under the license and use rights granted.

c. **Support.** Rocket does not provide Support Services for Deliverables unless Rocket, at its option, has incorporated the Deliverables in a generally available Product, or Rocket agrees to provide Support Services for the Deliverable in the SOW, and Customer pays fees for the Support Services.

d. **Termination.** Rocket may terminate a License by written notice (i) immediately, if Customer infringes Rocket's or its licensors' Intellectual Property or fails to comply

with the License Terms; or (ii) if Customer materially breaches the Agreement, subject to any specified cure period. Upon License termination Customer must immediately return or destroy licensed Deliverables and, upon Rocket's request, and so certify in writing upon request.

4. PERSONNEL

On Customer premises, Rocket personnel will comply with Customer's reasonable rules and policies provided to Rocket in writing for such matters as working hours, holidays and Customer security measures. Rocket will determine its personnel to perform Services in its sole discretion. The parties will resolve any Services issues in good faith. If the resolution involves reassigning personnel, Rocket will do so as soon as practical and commercially reasonable, according to local law. Customer agrees that reassignment may delay Services or allow Rocket to terminate Services without Rocket liability.

5. PROFESSIONAL SERVICES WARRANTY

a. **Warranty.** Rocket warrants that Services will be performed in a commercially reasonable manner consistent with industry standards. Customer must provide a written Service Warranty claim to Rocket within 60 days after the date Rocket performs the Services. Rocket, at its option, will re-perform Services that do not comply with the Service Warranty at no additional charge within 30 days, or if not practical and solely at Rocket's option, credit the part of the Service Fee, if paid, for the Services that do not comply with the Service Warranty.

(b) **b. Disclaimer.** This Service Warranty does not cover problems caused by (i) abuse, misuse, alteration, enhancements, neglect, accident, unauthorized repair or installation, or acts or omissions of, or delay by, any party other than Rocket; or (ii) electrical systems, fire or water damage, Customer's hardware, software, networks, or systems. EXCEPT AS SET FORTH HEREIN, ROCKET, ITS AFFILIATES AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, FOR SERVICES AND DELIVERABLES, THEIR USE, SUFFICIENCY, OR ACCURACY, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR THAT SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR FREE.

c. **Limitation.** THE WARRANTY DESCRIBED IN THIS SECTION IS ROCKET'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR A PROFESSIONAL SERVICES OR DELIVERABLES CLAIM.

6. INDEMNITY

Each party will defend, at their expense, any action brought against the other party for bodily injury, death, or tangible property damage to the extent caused by the gross negligence or willful misconduct of the defending party relating to a Service engagement. The defending party will indemnify the other party for and pay damages finally awarded in such action, or agreed as a settlement by the indemnifying party, if (a) the other party promptly notifies the indemnifying party in writing of the claim, (b) the indemnifying party has sole control over the defense or settlement, and (c) the other party cooperates in the indemnifying party's defense or settlement. If a party with an indemnification obligation fails to defend or settle a claim in a timely manner, the other party may assume the defense at the obligated party's expense, and the obligated party will reasonably cooperate. Neither party may, without the other party's written consent, agree to a settlement that: (a) binds the other party, (b) does not contain a full release of the other party, or (c) admits fault on behalf of the other party. THIS SECTION DESCRIBES EACH PARTY'S SOLE LIABILITY AND THE OTHER PARTY'S SOLE REMEDY FOR SERVICES INDEMNIFICATION.

7. TERMINATION

Either party may terminate a Service engagement, in whole or in part, with 30 days prior written notice, effective on the date specified in the notice, however, these Terms apply for all Services and Deliverables provided regardless of the termination date, including any Services provided for transition or termination assistance. Rocket is not responsible for the resulting condition of Services or Deliverables upon early termination. These Terms govern all Order Forms until Services are terminated or completed.

8. INTELLECTUAL PROPERTY OWNERSHIP

14. MISCELLANEOUS

(a) Agreement. Each Order Form is a separate contract incorporating these Terms. The Agreement supersedes any prior or contemporaneous proposal, understanding, agreement, negotiations and representations, oral or written, between Customer and the Rocket entity executing the Order Form regarding the subject matter of the Order Form. Any terms in an Order Form that are inconsistent with these Terms will control for that Order Form only, provided that the General Terms other than the payment terms cannot be changed by an Order Form, and may only be modified by a written amendment signed by both parties. Any inconsistent or additional terms of Customer's purchase order are excluded regardless of Rocket accepting the purchase order for payment purposes. If any Agreement term is illegal, invalid, or unenforceable, the other Agreement terms remain in full force and effect. Any Agreement term that by its nature is intended to survive the Agreement expiration or termination will survive.

(b) Assignment. Customer may not assign the Agreement, an Order Form, or any of its obligations, rights or remedies, in whole or in part, without Rocket's prior written approval in its sole discretion.

(c) Force Majeure. Either party's performance failure due to a cause beyond its reasonable control and without its fault or negligence is not a breach of the Agreement, except Customer's failure to perform its payment obligations.

(d) Governing Law. The laws of Illinois, USA, govern the Agreement, excluding conflict of law principles which would require application of the law of any other jurisdiction. Exclusive venue and jurisdiction both personal and subject matter over any disputes related to this agreement shall be in federal or state courts physically located in Illinois. Each party waives the right to jury trial for any legal action, in law or equity. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act, as adopted by any state, do not apply.

(e) Compliance with Laws; Export. Customer must comply with U.S., foreign, and international laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, other anti-corruption laws, U.S. Export Administration and Treasury Department's Office of Foreign Assets Control regulations, and other anti-boycott and import regulations. Customer agrees: (i) that the export, re-export, transfer, re-transfer, sale, supply, access to, or use of Deliverables or Services to or in a country other than the country in which it was first provided by Rocket, or to, by, or for a different end user or end use may require a U.S. or other government license or other authorization; and (ii) not to, directly or indirectly, export, re-export, transfer, re-transfer, sell, supply, or allow access to or use of Deliverables or Services to, in, by, or for sanctioned, embargoed, or prohibited countries, persons, or end uses under U.S. or other applicable law (collectively, "Prohibited Uses"). Customer is responsible for screening for Prohibited Uses and obtaining any required licenses or other authorizations and shall indemnify Rocket for any violation by Customer of any applicable export controls and/or economic sanctions laws and regulations. Rocket may terminate the Agreement and Licenses immediately if Rocket determines, in its sole discretion, that Customer has breached, intends to breach, or insists upon breaching any of the provisions in this clause.

(f) Language. The parties agree that the Agreement and all related documents are in English.

(g) No Agency. Each party is an independent contractor and may not commit the other party in any way without written authorization. The Agreement does not create an employment, joint venture, partner, or agency relationship.

(h) Non-Solicitation. For the Agreement term and 1 year after the termination date, without Rocket's written consent, Customer will not, directly or indirectly, hire or solicit any Rocket employee, former employee, or contractor, or attempt to or interfere with Rocket's business.

(i) Notice. Notice or approval must be in writing signed by a party's authorized representative, sent to the address provided on the Order Form or otherwise specified in writing by a party for notice. Notice must be sent by mail or overnight courier, with return receipt, and is effective 1 business day after being sent by overnight courier or 3 business days after being sent by mail.

(j) Publicity. Rocket may, with advance notice, use Customer's name in press releases, product brochures, and other marketing materials to indicate they are Rocket's customer. Rocket will use Customer's trademarks, service marks, logos or branding, according to Customer's branding guidelines, which Customer will provide to Rocket.

(k) Taxes. Service Fees do not include taxes. Customer will pay all sales, use, property, customs, excise, value added and other taxes ("Tax") imposed upon the Fees for, or the purchase, sale, license, or use of Services, regardless whether the Tax is included in the invoice Rocket sends to Customer, except taxes on Rocket's net income. Fees payable by Customer will not be reduced by any Tax and Customer will pay invoiced Fees and Tax, or Customer will provide a tax exemption certificate or tax payment receipt prior to Rocket's performance of Services or proof of payment for Tax within 30 days from invoice date.

(l) Payment. Late payment is a material breach of Customer's obligation, upon which Rocket may suspend Service performance. Customer will pay to Rocket all

reasonable costs and expenses for collection of overdue amounts, including legal fees. Rocket may review Customer's financial condition, payment and credit history and notify Customer of any additional payment or credit requirements. Customer must notify Rocket in writing of any disputed invoice within 60 days of invoice receipt or its right to dispute the invoice will be deemed waived. Customer will pay Fees as invoiced regardless of any warranty claim.

j. Rocket will maintain insurance of the types and in the amounts equal to or greater than the dollar amounts set forth in Exhibit A while performing under this agreement.

15. DEFINITIONS

a. Affiliate means a legal entity that is controlled by Customer through ownership of 51% or more of its outstanding equity that may order Services by executing an Order Form as a customer under these Terms, subject to Rocket's written approval.

b. Confidential Information means any material, data, or information, in any form or media, that is proprietary or confidential to a party and is marked as confidential, or not marked but by its nature or treatment by its owner should reasonably be considered to be confidential.

c. Customer means the legal entity executing the initial Order Form.

d. Day means calendar day unless specified as business day.

e. Deliverable means materials or work product specified as a "deliverable" in an Order Form that Rocket provides or creates with Services, including without limitation software programming, application program interfaces, information, documents, reports, technical and non-technical data, specifications and other material, including derivative works. Deliverables do not include Products.

f. Disclosing Party means a party whose Confidential Information is disclosed to the other party.

g. Documentation means Rocket's user manuals, training and other written materials provided to Customer electronically or physically.

h. Fee means Rocket's price for Service specified in an Order Form.

i. Intellectual Property means all intellectual property, including inventions, patents, copyrights, trademarks, service marks, trade names, trade secrets, know-how, moral rights, licenses, and any other intangible proprietary or property rights, whether or not patentable or otherwise subject to legally enforceable restrictions or protections against unauthorized third party usage or whether arising by statute or common law.

j. License means Customer's non-exclusive, non-transferable right to use the licensed Services, Deliverables or materials for its own internal business operations, within the Territory, according to the Documentation, and subject to the Agreement's restrictions.

k. Order Form means a quote or SOW provided by Rocket to Customer that includes the Services, Fees and a unique Rocket reference number for each Order Form.

l. Product means Rocket proprietary software products.

m. Professional Services means the professional consulting services, standard installation, integration and configuration services, and time and materials services Rocket provides as an independent contractor.

n. Receiving Party means a party receiving the other party's Confidential Information.

o. Service(s) means Professional Services.

p. Service Warranty means Rocket's limited warranty for Professional Services.

q. SOW means a statement of work that documents materials and services for a project that Rocket provides, generally for Professional Services engagements, including a project plan, resources and actions provided by each party and a payment schedule.



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STATEMENT OF WORK

The following Statement of Work describes the objectives of certain Professional Services Orders as described below and pursuant to the Professional Services Terms and Conditions in the contract to be executed between the parties, subject to any modifications thereof set forth herein. Customer acknowledges that all Professional Services will be performed on a Time and Material Basis.

The execution of both the SOW and the associated Work Order will constitute the effective project start date by both parties.

Project Name: Migration of JWalk to LegaSuite Web

Project Description: This document outlines the professional services estimated for the project named above.

Estimated Project Duration:

The project is expected to commence in or around December 2016 and conclude within the agreed project scheduled, however the Customer can add additional days as they deem necessary to meet their objectives. The customer will authorize and execute a change order request prior to the commencement of any work outside of the scope of what is described in this document. The number of days of Professional Services assistance is at the discretion of Customer and billed as consumed.



Project Scope Activities

Supplier will provide the following services/tasks as described below based on a time and material basis:

Task #	Task Description	Estimated Days
1	Analyze current projects to identify migration considerations. Facilitate decision making with Customer. Supplier will provide a detailed analysis and examples.	5
2	Create a prototype using a sampling of panels for Customer review and feedback.	2
3	Review the panels with Customer for approval. Assist in decision making where differences between GUI and Web interface behavior and capabilities exist.	2
4	Create templates, themes, dynamic build layouts as required.	10
5	Prepare the projects for migration to LegaSuite Web, including automated techniques where possible.	5
6	Migrate the projects to LegaSuite Web	2
7	Review panels and make adjustments as needed for changes that cannot be handled by automated techniques.	30
8	Where necessary, determine options to integrate with external desktop applications using Web Desktop Client. Supplier will inform Customer of options to accomplish the integration and assist with scripting where possible. Customer expertise may be required in this task. <ul style="list-style-type: none"> - Based on analysis of the Customer project, it is not anticipated that integration will be required 	0
10	Resolve issues found during Customer testing.	12
11	Assist with QA and Production deployment of LegaSuite Web.	3
11	Provide training on LS Web Workbench for Customer developers.	4
12	Supplier will provide input to Customer regarding infrastructure requirements to support the Web UI environment and ensure satisfactory performance.	1
	Total days estimated	76



Rocket Software Professional Services Terms and Conditions

5.0 Project Completion

Supplier will have fulfilled its obligations under this SOW when one of the following first occurs:

All service hours have been consumed as approved by the customer in the "Estimated Project Duration" section detailed above

OR

Customer is provided the deliverables as outlined above under Project Deliverables and/or Tasks under Section 2.0

6.0 Supplier's Responsibilities

In addition to delivering Related Deliverables and Services on Schedule,

6.1 Additional Responsibilities:

Participate in progress reviews, as requested by Customer, to demonstrate Supplier's performance of its obligations.

6.2 Supplier's Use of Subcontractors

Supplier may subcontract Services to be performed hereunder upon notice to Customer. Notwithstanding this subsection, Supplier's use of subcontractors will not relieve Supplier of its responsibility for the subcontractor's performance, and Supplier's obligations and responsibilities to the Customer, assumed under this Agreement will be made equally applicable to subcontractors. Customer reserves the right to reject Supplier's use of a subcontractor in performance of this Agreement for any reason.

7.0 Customer's Responsibilities

During the term of this SOW and prior to Supplier commencing Services, Customer will:

- a. Ensure that Rocket consultants and the Rocket technical lead have all necessary access to the Customer's systems and staff during the course of the engagement (including access to test data)
- b. Participate in project tasks and project status meetings, as required
- c. Take an active role in project planning and management.
- d. Provide complete design guides for refreshed look and feel. Where Customer decisions must be made, they will be made quickly so as to maintain project timelines.
- e. Perform user acceptance and QA testing.
- f. Provide direction to Supplier and Customer development teams in design changes necessary as a result of the refreshed Web UI look and feel.

8.0 Payments

8.1 Payment Terms

Services will be delivered on a Time & Materials Basis. Invoices will be issued per the agreement noted in Section 2 (Fees and Payments) of the Professional Service Terms. The terms of payment are net thirty (30) days after receipt of Supplier's valid invoice. Invoices will be issued in US Dollars.



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10.0 Project Change Request (PCR)/Change Order (CO) Procedure

Changes to the Statement of Work (SOW) may be requested by either party. Changes implemented under this procedure also may affect other terms of the Agreement not included in the SOW.

1. A Project Change Request ("PCR")/Change Order ("CO") or an alternate mutually agreeable document will be used to communicate any requested change. The requesting party's project manager (or other designee) will draft the PCR/CO and submit it to the other party's project manager (or other designee). The PCR/CO should describe the changes, the rationale for the changes and the effect the changes will have on the Statement of Work or other aspects of the Agreement. The PCR/CO must incorporate the SOW by reference and include an effective date.
2. The parties will review the proposed change and approve it for further investigation, if any, or reject it. The investigation will validate the effect that the implementation of the PCR/CO will have on price, schedule, service level agreements (SLAs) and other terms and conditions of the Agreement.
3. When there is agreement on the PCR/CO, the SOW will be amended when the Supplier signs and Customer's authorized Procurement representative countersigns the PCR/CO.
4. A Purchase Order or PO alteration that references the PCR/CO may be issued by Customer to authorize Supplier to perform as required by the PCR/CO. The PCR/CO is not a Work Authorization.

As the authorized representative for our company, I have reviewed the above document and accept and agree with details, guidelines and stipulations described above.



Exhibit A - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2015

6/4/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 900 E. Hamilton Avenue, Suite 100 CA License #0714705 Campbell CA 95008 (408) 200-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Valley Forge Insurance Company		20508
INSURER B : The Continental Insurance Company		35289
INSURER C : Continental Casualty Company		20443
INSURER D : National Fire Insurance Co of Hartford		20478
INSURER E :		
INSURER F :		

COVERAGES ROCSO01 CERTIFICATE NUMBER: 10521546 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	N	N	6018346859	6/4/2016	6/4/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded \$1,000 <input type="checkbox"/> Coll Ded \$1,000	N	N	6018346831	6/4/2016	6/4/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	N	N	6018346814	6/4/2016	6/4/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A	N	N/A	6018346845(AOS) 6018346828 (CA)	6/4/2016 6/4/2016	6/4/2017 6/4/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions	N	N	287368907 (E&O)	6/4/2016	6/4/2017	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

10521546 Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 