



Agreement No. 2025-16

**Property Tax Software
License Maintenance and Support**

in

Franklin County, Illinois

Agreement For DEVNET Inc. Services

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This "Agreement" dated July 1, 2025 ("Effective Date") is between DEVNET, INC., (DEVNET), an Illinois Corporation, having its principal offices at 2254 Oakland Drive, Sycamore, Illinois 60178, and FRANKLIN COUNTY, Illinois (FRANKLIN COUNTY), an Illinois State unit of local government, having its principal offices at FRANKLIN County Courthouse, 901 Public Square, Benton, Illinois 62812.

Recitals

WHEREAS, DEVNET is in the business of providing software development to units of local government and others; and

WHEREAS, FRANKLIN COUNTY desires to update and modernize its property tax software;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEVNET and FRANKLIN COUNTY ("the Parties") hereby agree as follows:

ARTICLE 1: Definitions

1.1 Acceptance

The term "acceptance" means the first date and time that the DEVNET Property Tax Software System is delivered to FRANKLIN COUNTY, is installed on FRANKLIN COUNTY's hardware, and is certified by a representative of each of the parties hereto as being in full compliance with the terms of this Agreement.

1.2 Application Error

The term "application error" means an error in an application program that causes it to fail and terminate abnormally.

1.3 Application Program

The term "Application Program" means the software programs developed and exclusively owned by DEVNET that will allow FRANKLIN COUNTY to operate its Property Tax database.

1.4 Customized Changes

The term "customized changes" means a program or system change specific to the needs of FRANKLIN COUNTY and that no other current client of DEVNET has requested on or before the date of acceptance.

1.5 Database Error

The term "database error" means an error or corruption in a database that causes an application program to fail or to present inaccurate or corrupted data to the user. These errors can be caused by hardware failure, operating system failure or incorrect configuration of database hardware or software and are not caused by an error in the DEVNET Property Tax Software System.

1.6 Franklin County Databases

The term "FRANKLIN COUNTY Databases" means the Property Tax data prepared and managed by FRANKLIN COUNTY that are stored in electronic format and which are accessible by FRANKLIN COUNTY's computer system.

- 1.7 Franklin County Equipment**
The term "FRANKLIN COUNTY Equipment" means the equipment owned (or leased), operated and maintained by the FRANKLIN COUNTY. By way of illustration, but not limitation, FRANKLIN COUNTY Equipment includes: access to mainframe, minicomputer, and LAN server platforms where "FRANKLIN COUNTY Databases reside, and the communications equipment required to link the FRANKLIN COUNTY Databases to any satellite location(s).
- 1.8 Franklin County Software**
The term "FRANKLIN COUNTY Software" means application software, database management software, and operating system software that runs on FRANKLIN COUNTY Equipment and FRANKLIN COUNTY Databases and/or other software all of which are owned (or licensed from third parties), and maintained by FRANKLIN COUNTY (or FRANKLIN COUNTY's third party vendors), not DEVNET.
- 1.9 Documentation**
The term "Documentation" means User manuals, FRANKLIN COUNTY training literature, other written materials that DEVNET normally provides, or will provide with the services set forth herein and verbal representations made at sales demonstrations by authorized DEVNET personnel.
- 1.10 DEVNET Property Tax Software System**
The term "DEVNET Property Tax Software System" means all of the application programs, source codes, database definitions and documentation necessary for the purpose of processing Property Taxes. Such a system includes, but is not limited to, functions for processing Property Taxes, extensions, billings and collections.
- 1.11 Software Maintenance**
The terms "software maintenance" means an ongoing process of modernizing, repairing and enhancing an existing software system.
- 1.12 Software Support**
The term "software support" means the ongoing process of providing services to the users of a software system that allows them to make proper and efficient use of the system. These services include user training, repair of data corrupted by database errors and answering user questions.

ARTICLE 2: Description of Services

- 2.1 DEVNET shall provide FRANKLIN COUNTY the DEVNET Property Tax Software System as described below for the fees set forth herein on the dates listed in Article 6 below.
- 2.2 DEVNET shall develop, maintain and support a Property Tax Software System for use by FRANKLIN COUNTY in the ordinary course of its business.
- 2.3 DEVNET shall provide its own development tools for the development of the DEVNET Property Tax Software System. DEVNET will also be responsible for setting up a testing and development Windows/SQL Server environment within its own offices for such purposes.
- 2.4 DEVNET shall supply the following modules in the DEVNET Property Tax Software System. As the software develops, the list shall be updated and modified as priorities change. This list does not include some of the minor functions of the system as they are intended to be included in the larger modules.

Property Tax Assessment Administration Deliverables

- Parcel Maintenance
- Name and Address Maintenance
- Legal Description Maintenance
- Site Address Maintenance
- Exemption Maintenance
- Parcel Transfer
- Time Memo Maintenance
- Farmland Processing
- Equalization
- Notices and Reporting
- All required State Abstracts
- Inquiry
- Board of Review
 - Hearing (Docket) Maintenance
 - Hearing Notices
 - Tentative Board of Review Changes
 - Parcel Maintenance
 - Docket Reporting
 - Final Decision Notices
 - Equalization
 - All required State Abstracts
 - \$100,000.00 tax reduction notices
- Assessment Level Change and Roll to County Clerk
- Assessor functions for Certificates of Error

Property Tax Extension

- Tax District maintenance
- All required State Abstracts
- Parcel Maintenance includes:
 - TIF Parcel information (If applicable)
 - Enterprise Zones (if applicable)
- Notices and Reporting
- State Equalization
- Calculation and Reports
- Equalized Assessed Value

- Tax District Rates
- Tax District Extensions
- PTELL (if applicable)
- Roll to County Collector

Property Tax Collection/Distribution

- Tax Billing
- Mortgage Company ACH
- Hard Copy Bills
- Tax Collection and Distribution
- Treasurer functions for Certificates of Error
- Delinquent Notices
- Tax Sale Processing
- Forfeiture Maintenance
- Reports and Inquiry

Tax Sale Redemption

- Tax Sale Parcel Management
- Redemption Processing
- Print Estimates of Redemption
- Tax Buyer Fee Maintenance
- Tax Buyer Maintenance
- Print Checks to Tax Buyers
- Reports and Inquiry

Drainage Modules

- Drainage Parcel Maintenance
- Name and Address Maintenance
- Legal Description Maintenance
- Site Address Maintenance
- Exemption Maintenance
- Time Memo Maintenance
- Drainage Collection
- Drainage Distribution
- Notices and Reporting

Mobile Home Module

- Mobile Home Maintenance
- Name and Address Maintenance
- Vehicle Information Maintenance
- Calculate/Print Mobile Home Tax Bills
- Mobile Home Collection
- Mobile Home Distribution
- Notices and Reporting

2.5 SECURITY

All modules shall contain sufficient levels of security to prevent unauthorized users from modifying data in any way.

- 2.6 DEVNET shall provide maintenance and support that includes:
- a. Software maintenance will include all State mandated law changes, all Department of Revenue Administrative changes (such as changes to the Abstracts) or any new reporting requirements. Software maintenance also includes all system upgrades of non-customized portions of the DEVNET Property Tax Software System. Maintenance does not include the cost of any upgrades to third party software. FRANKLIN COUNTY is not required to upgrade third party software such as operating systems or database software unless failing to perform such an upgrade results in application errors in the DEVNET Inc. Property Tax System. As part of maintenance DEVNET will also provide documentation in an electronic format for the DEVNET Inc. Property Tax System as such documentation becomes available. Maintenance also includes the correction of any DEVNET Inc. Property Tax System software discrepancies that result in application errors. As part of maintenance DEVNET intends to certify the DEVNET Inc. Property Tax System's compatibility with additional operating systems as DEVNET determines these operating systems are acceptable platforms for the use of the DEVNET Inc. Property Tax System.
 - b. Software support includes all training, and retraining of FRANKLIN COUNTY Personnel. It includes the diagnosis and correction of errors that may occur in the database due to a hardware or network problem. It includes telephone and on site support for major processes such as printing Real Estate tax bills, printing notices etc. If any support is required during weekends or after normal business hours, DEVNET requests that a 2-day advance notice be given, so DEVNET can have staff available to help. DEVNET understands that any advance notice may not be possible and as such we will provide the person or persons designated by FRANKLIN COUNTY with pager and/or home phone numbers of DEVNET staff members. Software support also includes telephone support for any "how to" questions that any member of FRANKLIN COUNTY's staff may have.
 - c. Software support shall not include any customized changes to the system, after the system is accepted by FRANKLIN COUNTY.
 - d. Undertaking enhancements as mutually agreed upon by the Parties at an additional cost to be mutually agreed in writing.
 - e. DEVNET shall reasonably respond to FRANKLIN COUNTY'S phone calls by return telephone call. However, there are may be times when a programmer is not immediately available. In these isolated cases DEVNET guarantees a response time of not more than two (2) hours from the time of the initial call. FRANKLIN COUNTY shall have the option to contact the project manager or head of DEVNET'S support division to have the problem reassigned.
- 2.7 The design for the DEVNET Property Tax Software System must include all of the basic functionality necessary for following the legal requirements to process Property taxes in the State of Illinois.
- 2.8 DEVNET shall conduct a minimum of one (1) on-site visit per calendar quarter to the FRANKLIN COUNTY'S designated location(s) for the purpose of consultation, maintenance, training or other mutually agreed-upon activities. The timing and scope of each visit shall be coordinated in advance with FRANKLIN COUNTY. Additional site visits may be scheduled as needed upon mutual agreement.

ARTICLE 3: Joint Responsibilities

- 3.1 Product design, to ensure consistency of interface and operation of FRANKLIN COUNTY Databases.
- 3.2 Technology planning, to ensure adequate infrastructure necessary to deliver any expanded services.
- 3.3 Change control planning, to ensure orderly maintenance and enhancement of FRANKLIN COUNTY Databases.

ARTICLE 4: FRANKLIN COUNTY Responsibilities

- 4.1 FRANKLIN COUNTY shall take the steps necessary, including the activities set forth in the following provisions, to enable DEVNET, in accordance with a mutually agreed upon schedule, to develop, install, test and maintain the DEVNET Property Tax Software System in FRANKLIN COUNTY's Databases.
- 4.2 FRANKLIN COUNTY shall allow DEVNET scheduled access to FRANKLIN COUNTY Equipment and FRANKLIN COUNTY Software relevant to the DEVNET Property Tax Software System to obtain the needed access to its software and equipment, in order to allow DEVNET to develop, install, test and maintain the DEVNET Property Tax Software System in FRANKLIN COUNTY's Databases. Any delay by FRANKLIN COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.3 FRANKLIN COUNTY shall take all necessary actions in order to allow DEVNET scheduled access to the FRANKLIN Software and FRANKLIN Equipment seven days a week, 24 hours a day, if possible, when DEVNET determines that such access is required by DEVNET and it is mutually agreed by FRANKLIN COUNTY. Any delay by FRANKLIN COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time. DEVNET also requires scheduled access seven days a week, 24 hours a day to FRANKLIN COUNTY property tax databases and property tax servers via modem or Internet connection.
- 4.4 FRANKLIN COUNTY shall provide guidelines to DEVNET regarding use of information contained in the FRANKLIN Databases and such other information as DEVNET may require to perform its work as described in this Agreement. Any delay by FRANKLIN COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.5 FRANKLIN COUNTY shall allow DEVNET to use FRANKLIN COUNTY'S name in promoting DEVNET to potential users and other customers and will allow DEVNET to use, copies obtained at DEVNET'S expense at a time convenient to FRANKLIN COUNTY, the FRANKLIN Databases for demonstration of the DEVNET Property Tax Software System to potential users and other customers. Notice of this paragraph shall follow the provisions of Paragraph 15.1 herein.
- 4.6 If FRANKLIN COUNTY makes modifications to its hardware and/or software (including operating systems) that are incompatible with the DEVNET Property Tax Software System, efforts by DEVNET to make necessary revisions due to such change(s) will be billable to FRANKLIN COUNTY at DEVNET's then-current rates for time and materials. Any delay by FRANKLIN COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.7 On or before the commencement of work to be performed by DEVNET pursuant to this Agreement, FRANKLIN COUNTY shall obtain and have in full operation the following hardware for installation and operation of the DEVNET Property Tax Software System:

Hardware Requirements for DEVNET Products

Hardware may be purchased from any third-party vendor of the County's choice. Note that the County or third-party vendor is responsible for deployment of the server(s) and all required third-party software, including the Active Directory/domain and SQL Server, unless DEVNET is contracted to deploy the server hardware and software.

The following specifications assume a single SQL and file server environment. For an environment in which the DEVNET applications do not reside on the SQL server, these specifications apply to the SQL server.

CAMA and tax analytics in the DEVNET system use the SQL Server R component.

- Clients up to 50,000 parcels can deploy SQL R in-database as a single server solution.
- Clients with 50,000-100,000 parcels may be able to deploy a single server SQL R in-database solution depending on usage of the analytics.
- Clients with more than 100,000 must deploy a separate standalone R server.

Note: SQL R in-database cannot be deployed on a SQL cluster; therefore, an SQL cluster must deploy the standalone R server

If the Application, Image/Document, and Sketch files are stored on a separate server or NAS, the file I/O performance of this alternative must be equivalent to the server specifications described in this document.

The Marshall & Swift cost manual requires a Microsoft IIS instance.

These specifications are for a physical server to support the DEVNET solution.

SQL Server Specifications

Minimum: Less than 50,000 parcels and less than 30 users
2.00+ GHz 8-Core processor
32-64 GB RAM
300+ GB hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for Windows OS, SQL Server Application, and Virtual Memory file
900 GB available hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for SQL Data, Application, Image/Document, and Sketch files ^{1,2}
Video adapter capable of 1280 x 1024 resolution
Monitor capable of 1280 x 1024 resolution
Tape/disk or other backup solution
High-speed internet access
VPN remote access
Dual Teamed 1 Gb ethernet adapter (preferred quad-teamed 1 Gb ethernet adapters)
N+1 redundant cooling ³
N+1 redundant power ³
Uninterruptible power supply ⁴

Windows Server 2016/2019 Standard Edition ⁵
Microsoft SQL Server 2017/2019 Standard Edition ⁵
Microsoft SQL Native Client
Microsoft .NET Framework 4.7.2
Microsoft Visual C++ 2015-2019 Redistributable

¹ The storage space required may vary depending on the number of parcels, images, sketches, and documents. Additionally, the amount of historical information added will impact the storage requirements.

² Clients may substitute the recommended RAID levels for alternative RAID levels or storage methods such as a SAN as long as they provide the comparable redundancy and performance. The lowest server specifications provided above will provide sustained disk I/O of 250MB/s based on Windows file read write testing. The highest specifications will provide sustained disk I/O of 450MB/s based on Windows file read write testing.

³ Clients can substitute an alternative as long as they provide the same level of redundancy.

⁴ Client do not need a UPS-specific to this server as long as the solution utilized can provide sufficient runtime and graceful shutdown of the server.

⁵ While older Windows and SQL server versions are supported in select situations, some features require SQL Server 2017 or newer. DEVNET recommends using Windows Server 2019 standard edition and SQL Server 2017 or newer standard edition.

Server Virtualization

DEVNET does not recommend a virtual Microsoft SQL Database server.

If a virtual environment is utilized, the virtual server must provide the same sustained performance as the recommended physical hardware.

The most critical performance component is disk I/O. The virtual SQL server must provide sustained performance equivalent to the recommended physical server while other guest virtual servers on the same physical server are under load. Note that unlike other applications, SQL is not very tolerant of latency.

Workstation Specifications

Minimum	2+ GHz single core processor
	8 GB RAM
	256 GB+ hard drive
	Video adapter capable of 1280 x 1024 resolution
	19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution
	Windows 10 Pro/Ent
	100/1000 Mb ethernet adapter
	Mouse
	Microsoft SQL Native Client

	Microsoft .NET Framework 4.7.2
	Microsoft Visual C++ 2015-2019 Redistributable
	If EdgeMaps is used on the workstation, a video graphics chip set with support for the following is required:
	<ul style="list-style-type: none"> • 64 MB video • OpenGL version 2.0 or higher, and Shader Model 3.0 or higher • DirectX 11 with Direct3D feature level 9_3 • DirectX 11 hardware rendering preferred
Recommended	2.2+ GHz dual core processor
	16 GB RAM
	256 GB+ hard drive
	Video adapter capable of 1280 x 1024 resolution
	19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution
	Windows 10 Pro/Ent
	1 Gb ethernet adapter
	Mouse
	Microsoft SQL Native Client
	Microsoft .NET Framework 4.7.2
	Microsoft Visual C++ 2015-2019 Redistributable
	If EdgeMaps is used on the workstation, a video graphics chip set with support for the following is required:
	<ul style="list-style-type: none"> • 256+ MB video memory • OpenGL version 2.0 or higher, and Shader Model 3.0 or higher • DirectX 11 with Direct3D feature level 9_3 • DirectX 11 hardware rendering preferred

Printers

DEVNET applications are compatible with most laser printers.

Receipt/Slip Printer

DEVNET applications can print receipts to either a laser printer or receipt printer. Receipt/slip printers compatible with the DEVNET applications must have a Windows driver that supports the printer's functions and paper type. If slip/check endorsement printing and/or cash drawers will be used, receipt/slip printer driver must support slip wait and cash drawer open via settings in the driver. DEVNET applications are compatible with Epson TM-U675 Receipt/Slip/Validation printer. DEVNET has also successfully worked with other Epson printers that use the EPSON Advanced Print Driver.

Barcode Reader

Barcode reader must read Code 39 and have the ability to add a prefix and suffix character (depending on the client barcode configuration). Additionally, the barcode reader must be configured to omit carriage return and line feed.

DEVNET recommends the Honeywell Voyager Series bar code reader.

Document Scanning

The DEVNET application can interface with scanners that provide a fully TWAIN compliant driver.

DEVNET recommends Fujitsu scanners for use with its imaging applications. When imaging is used within DEVNET applications, one or more licenses of Lead Tools imaging toolkit are required. The Lead Tools software can be provided with the installation of DEVNET software applications.

Check Scanning

The DEVNET application can interface with scanners that provide a fully TWAIN-compliant driver. DEVNET recommends the Epson Capture One and Epson TM-S2000 scanners.

End User Printing Support

Only printers with drivers support for a terminal server/Citrix environment should be used.
In some cases, other printers can be used; however, this can cause serious problems on the server.
The end user workstation and the server should be using driver version/type. As always, DEVNET recommends that the PostScript driver be used where possible.
DEVNET recommends using a consistent printer make and/or model to ensure that printable reports and forms are printed consistently across all end users. Using a universal driver for several models of a specific manufacture's printer models usually allows some choice in the printers while ensuring the printed output consistency.

Remote Scanning Support

Currently, Windows does not natively support TWAIN scanning.
There are a number of third-party applications that provide this functionality; however, DEVNET has not tested any of these with DEVNET applications.
Scanned documents and camera photos saved on the end user workstation can be imported into the DEVNET system from an end user workstation drive mapped in the remote session.

ARTICLE 5: Term

- 5.1 The initial term of this agreement shall be five (5) years from the date hereof subject to article 13;

ARTICLE 6: Price and Payment

- 6.1 The payment schedule set forth herein is priced over the following five years, payable quarterly, effective from the date of execution of this Agreement.

Year 01 (July 1, 2025-June 30, 2026): For services received by FRANKLIN COUNTY under this Agreement during Year 01, FRANKLIN COUNTY shall pay to DEVNET the sum of \$56,426.23, payable as follows:

Year 01	July 1, 2025	October 1, 2025	January 1, 2026	April 1, 2026
Property Tax Software License, Maintenance And Support	\$14,106.56	\$14,106.56	\$14,106.56	\$14,106.56
Total	\$14,106.56	\$14,106.56	\$14,106.56	\$14,106.56

- 6.2 Year 02 (July 1, 2026-June 30, 2027): For services received by FRANKLIN COUNTY under this Agreement during Year 02, FRANKLIN COUNTY shall pay to DEVNET the sum of \$56,426.23, payable as follows:

Year 02	July 1, 2026	October 1, 2026	January 1, 2027	April 1, 2027
Property Tax Software License, Maintenance And Support	\$14,106.56	\$14,106.56	\$14,106.56	\$14,106.56
Total	\$14,106.56	\$14,106.56	\$14,106.56	\$14,106.56

- 6.3 Year 03 (July 1, 2027-June 30, 2028): For services received by FRANKLIN COUNTY under this Agreement during Year 03, FRANKLIN COUNTY shall pay to DEVNET the sum of \$56,426.23, payable as follows:

Year 03	July 1, 2027	October 1, 2027	January 1, 2028	April 1, 2028
Property Tax Software License, Maintenance And Support	\$14,106.56	\$14,106.56	\$14,106.56	\$14,106.56
Total	\$14,106.56	\$14,106.56	\$14,106.56	\$14,106.56

- 6.4 Year 04 (July 1, 2028-June 30, 2029): For services received by FRANKLIN COUNTY under this Agreement during Year 04, FRANKLIN COUNTY shall pay to DEVNET the sum of \$56,426.23, payable as follows:

Year 04	July 1, 2028	October 1, 2028	January 1, 2029	April 1, 2029
Property Tax Software License, Maintenance And Support	\$14,106.56	\$14,106.56	\$14,106.56	\$14,106.56
Total	\$14,106.56	\$14,106.56	\$14,106.56	\$14,106.56

- 6.5 Year 05 (July 1, 2029-June 30, 2030): For services received by FRANKLIN COUNTY under this Agreement during Year 05, FRANKLIN COUNTY shall pay to DEVNET the sum of \$56,426.23, payable as follows:

Year 05	July 1, 2029	October 1, 2029	January 1, 2030	April 1, 2030
Property Tax Software License, Maintenance And Support	\$14,106.56	\$14,106.56	\$14,106.56	\$14,106.56
Total	\$14,106.56	\$14,106.56	\$14,106.56	\$14,106.56

ARTICLE 7: Ownership; Limited License Granted

- 7.1 Except as provided in Article 7.2 below, no licenses are granted hereunder. In no event shall title to any software, equipment, or asset pass from DEVNET to FRANKLIN COUNTY, nor shall title to any FRANKLIN COUNTY Equipment or FRANKLIN COUNTY Software or asset pass from FRANKLIN COUNTY to DEVNET. DEVNET shall have exclusive ownership and property rights in the DEVNET Property Tax Software System, Documentation, Demonstration Program, DEVNET's FRANKLIN COUNTY Training Program, Data Screens, Interfaces and Marketing Literature.
- 7.2 DEVNET hereby grants FRANKLIN COUNTY a revocable, non-transferable, license to install, on the FRANKLIN COUNTY Equipment, and use solely for FRANKLIN COUNTY's internal business purposes, the compiled application programs of the DEVNET Property Tax Software System. Except as set forth herein, FRANKLIN COUNTY may not use, sublicense, distribute or dispose the licensed portion of the DEVNET Property Tax Software System, or any modified forms thereof, in any manner whatsoever. The license granted hereunder is subject further to the following additional conditions:
- i. The licensed software may not be installed on any equipment other than the FRANKLIN COUNTY Equipment;
 - ii. The FRANKLIN COUNTY Equipment shall be located at all times at the FRANKLIN COUNTY site; and
 - iii. Authorized users of the licensed software may only access and use the licensed software while onsite at the FRANKLIN COUNTY site and may not access and use the licensed software from a remote location.
- FRANKLIN COUNTY will protect against the disclosure of the DEVNET Property Tax Software System in accordance with Article 8 below. The license granted under this Article 7.2 will be immediately revoked in the event the FRANKLIN COUNTY breaches any of these provisions. FRANKLIN COUNTY shall be allowed to make one or more copies of this software for the sole purpose of routine system backup and archival.
- 7.3 DEVNET shall own the copyright and have free and clear title to all Property Tax software developed pursuant to this Agreement, including all extensions thereof.

ARTICLE 8: Confidentiality and Nondisclosure

- 8.1 DEVNET and FRANKLIN COUNTY intend to disclose to each other information, which may include confidential information in connection with this Agreement. The term "Confidential Information" shall mean any information or data which is divulged by a Party to the other Party under or in contemplation of this Agreement and which:

- i. If in tangible form or other media that can be converted to readable form, is marked as proprietary, confidential or private when disclosed, or
- ii. If oral or visual, is identified as proprietary, confidential, or private on disclosure and is summarized in a writing so marked and delivered within ten (10) days following such disclosure.

Confidential Information may be either the property of the disclosing Party or information provided to the disclosing Party by a "corporate affiliate" of the disclosing Party or by a third party. For FRANKLIN COUNTY, "corporate affiliates" means governmental employees, agencies and bodies, and all persons or entities employed or otherwise engaged thereby, provided that persons or entities that are not governmental employees shall be required to execute appropriate nondisclosure agreements before obtaining access to DEVNET's Confidential Information.

- 8.2 The confidentiality and nondisclosure provisions set forth herein are intended to encompass the corporate affiliates of the Parties. Consequently, affiliates of either Party may disclose Confidential Information to the other Party or its affiliates, and affiliates of either Party may receive Confidential Information from the other Party or its affiliates. The terms "disclosing Party" and Receiving Party shall include affiliates of the Parties hereto with respect to Confidential Information disclosed or received by the affiliates. The rights and obligations of the Parties shall inure to the benefit of their respective corporate affiliates and may be directly enforced by such affiliates.

- 8.3 The receiving Party acknowledges value to the disclosing Party of all Confidential Information. With respect to Confidential information, the recipient shall:

- A. Use the Confidential Information only as required for this Agreement
- B. Restrict disclosure of the Confidential Information solely to those employees of such Party and its affiliates with a need to know and not dispose it to any other person or entity without the prior written consent of the disposing Party;
- C. Advise those employees who gain access to Confidential Information of their obligations with respect to the Confidential Information; and
- D. Make only the number of copies of the Confidential information necessary to disseminate the Information to those employees who are entitled to have access to it, and ensure that all confidentiality notices set forth on the Confidential Information are reproduced in full on such copies.

For the purposes of this Article 8 only, "employees" includes third parties retained for temporary administrative, clerical or programming support. A need to know means that the employee requires the Confidential Information in order to perform his or her responsibilities in connection with this Agreement.

- 8.4 The obligations of Article 8.3 above shall not apply to any Confidential Information that the recipient can demonstrate:
- A. Is or becomes available to the public through no breach of this Agreement;
 - B. Was previously known by the recipient without any obligation to hold in confidence;
 - C. Is received from a third party free to disclose such information without restriction;
 - D. Is independently developed by the recipient without the use of Confidential Information of the disclosing Party;
 - E. Is approved for release by written authorization of the disposing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
 - F. Is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
 - G. Is disclosed in response to a valid order of a court and other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that the recipient shall first notify divulging Party of the order and permit the disclosing Party to seek an appropriate protective order.
- 8.5 Except where otherwise required by law or court order, Confidential information, including permitted copies, shall be deemed the property of the disclosing Party. The recipient shall, within twenty (20) days of a written request by the disclosing Party, return all Confidential information, including all copies thereof, to the disposing Party or, if so directed by the disclosing Party, destroy all such Confidential information.
- 8.6 Both Parties agree that an impending or existing violation of any provision of this Agreement would cause the disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the disclosing Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
- 8.7 All obligations undertaken respecting Confidential information provided hereunder shall survive any expiration or termination of this Agreement.

ARTICLE 9: Warranty

- 9.1 DEVNET warrants that the DEVNET Property Tax Software System, for the term of this agreement, when used under normal operating conditions, will function in material conformance with the Documentation. FRANKLIN COUNTY's initial remedy for any failure of the DEVNET Property Tax Software System to so function shall be to contact DEVNET and to have it remedy the failure to function. If DEVNET cannot so remedy that failure within a reasonable time, FRANKLIN COUNTY shall be permitted to secure its own reasonable remedy for that failure.
- 9.2 The warranties provided in this Agreement do not cover malfunctions or failure caused by:
- A. FRANKLIN COUNTY's modification or relocation of the FRANKLIN equipment or software, unless mutually agreed upon in writing prior to each such modification or relocation.
 - B. FRANKLIN COUNTY's or any third party's abuse, misuse or negligence;
 - C. Power failure or surges, lightning, fire, flood, accident, and other events outside DEVNET's reasonable control;
 - D. FRANKLIN COUNTY's failure to fulfill its contractual obligations set forth in this Agreement; and
 - E. Hardware, network or operating system failure.
- 9.3 Except for the warranties expressly set forth above in this Article 9, DEVNET makes no other warranties of any kind, express or implied, regarding the DEVNET Property Tax Software System, any component thereof, any work to be performed by DEVNET hereunder, or otherwise with respect to this Agreement, and all other warranties (including, but not limited to, any warranties of merchantability or fitness for a particular purpose) are expressly disclaimed and excluded, to the maximum extent permissible by applicable law.
- 9.4 FRANKLIN COUNTY expressly acknowledges that systems made available or accessible on or through the Internet or other public networks cannot be guaranteed to be totally secure and that no security measures are impenetrable. If, pursuant to this Agreement, FRANKLIN COUNTY is licensing or otherwise being provided by DEVNET with any program, product, or component that will be made available or accessible on or through the internet or any other public network (e.g., DEVNET'S "wEdge™" product), FRANKLIN COUNTY acknowledges that, as between the parties, FRANKLIN COUNTY (and not DEVNET) is solely and exclusively responsible for deploying, monitoring, and maintaining appropriate security measures, systems, and infrastructure (e.g., firewalls) that reasonably and appropriately protect, and prevent unauthorized access to, FRANKLIN COUNTY's systems, data, and other resources. Without limiting the provisions of Article 9.3, DEVNET expressly does not represent, warrant, or covenant that any such DEVNET-provided program, product, or component shall be available or accessible on a completely uninterrupted or error-free basis. DEVNET shall not have any obligation or liability with respect to:
- (I) Inaccuracies, errors, or omissions in data or information provided by third parties or that arise in the transmission of any data or information over the internet or other public networks; or
 - (II) Security breaches or incidents that result from causes not under the control of DEVNET.

ARTICLE 10: Indemnification

- 10.1 FRANKLIN COUNTY shall defend, indemnify and hold harmless DEVNET, its employees, directors, and shareholders against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of FRANKLIN COUNTY's negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. FRANKLIN COUNTY shall promptly notify DEVNET of any claim. FRANKLIN COUNTY shall fully cooperate with DEVNET in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.
- 10.2 DEVNET shall defend, indemnify and hold harmless FRANKLIN COUNTY, its employees and agents against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of DEVNET'S negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. DEVNET shall promptly notify FRANKLIN COUNTY of any claim. DEVNET shall cooperate fully with FRANKLIN COUNTY in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.
- 10.3 To the degree that FRANKLIN COUNTY provides software to DEVNET under this Agreement or otherwise, FRANKLIN COUNTY warrants that it either owns or has the right to grant DEVNET the usage rights to such software set forth in this Agreement. FRANKLIN COUNTY shall indemnify and hold harmless DEVNET against and from all claims, demands, suits, actions, judgments, losses, damages and expenses (including reasonable attorneys fees) made against or incurred by DEVNET for infringement of any United States patent, copyright, or trade secret of any third party arising from or relating to the use of software supplied by FRANKLIN COUNTY pursuant to this Agreement. This indemnity and hold harmless obligation shall not apply, however, to the degree that the alleged infringement arises from or relates to modification of the software by DEVNET or by a third party retained by or under the control of DEVNET.
- 10.4 FRANKLIN COUNTY shall be solely responsible for insuring that the software development parameters provided to DEVNET by FRANKLIN COUNTY comply with all applicable laws, statutes and ordinances. FRANKLIN hereby agrees to indemnify and hold DEVNET, its employees, officers, directors and shareholders, harmless from any and all suits, claims, actions, causes of action, losses, damages or other matters that in any way arise from, in whole or in part, the failure or alleged failure of the DEVNET Property Tax Software System to conform to all applicable laws, statutes and ordinances.

ARTICLE 11: Changes

- 11.1 DEVNET shall not perform any service or provide any deliverables not specified herein or act upon any request for additions, deletions and/or changes (hereinafter "Changes") not specified in this Agreement or amendment thereto without the prior written consent of FRANKLIN COUNTY. Such written consent will be in the form of a Change Control Document. The costs for said services shall be mutually agreed upon prior to the commencement of any such work or provision of any such deliverables. This paragraph is subject to Paragraph 15.1: Notices.

ARTICLE 12: Force Majeure

- 12.1 DEVNET shall not be liable in any way for any delay, failure, losses, damages or expenses due to any of the following: any cause beyond DEVNET's reasonable control, including but not limited to, fires, floods, epidemics, quarantine restrictions, unusually severe weather, manufacturer's delays, strikes, embargoes, explosions, power blackouts, wars, labor disputes, acts of civil disobedience, acts of Civil or military authorities, acts of nature, acts of public enemies, acts or omissions of carriers or any court order connected with the Modification of Final Judgment, which may delay, hinder, or prevent performance under this Agreement; provided that DEVNET has exercised reasonable measures, if feasible, to mitigate such delay or failure.

ARTICLE 13: Termination

- 13.1 If either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement, then the other Party may serve upon the Defaulting Party a Notice to Cure said neglect, failure or refusal to perform. The notice to cure shall specify the alleged neglect, failure, or refusal and shall be served as provided for service of notices in paragraph 15.1 herein. If, within fifteen (15) days of the date of service of such notice, the Defaulting Party has not fully cured all the items indicated therein, or presented a plan acceptable to the other Party to cure such items, then upon expiration of said fifteen (15) days, the other Party may, at its option, elect to serve a Notice of Termination as provided in paragraph 13.2 herein below.
- 13.2 In addition to termination pursuant to Article 5, if either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement within thirty (30) days of service of the Notice to Cure provided in paragraph 13.1 hereinabove, then the other Party may serve upon the Defaulting Party notice of its intention to terminate this Agreement. The notice of termination shall specify the alleged neglect, failure, or refusal and shall be served by registered mail. If, within thirty (30) days of the date of service of such notice, the Defaulting Party has not fully cured all the Defaults indicated therein, or presented a plan acceptable to the other Party to cure such Defaults, then upon expiration of said thirty (30) days, the other Party may, at its option, elect to terminate this Agreement by providing the Defaulting Party a second written notice. This paragraph is subject to Paragraph 15.1: Notices.
- 13.3 The right of either Party to terminate this Agreement shall not be affected by its failure to take action with respect to any previous Default.

ARTICLE 14: Assignment

- 14.1 This Agreement is not assignable by either Party without the written consent of the other, which consent shall not be unreasonably withheld.

ARTICLE 15: Miscellaneous

15.1 Notices

Except as otherwise provided for herein, any notice, communication or demand which under the terms of this Agreement or under any statute must or may be given or made by either Party to the other shall be in writing and shall reference this Agreement. Such notice shall be conveyed by personal delivery, facsimile during business hours with hard copy to follow within 24 hours, or certified, express, overnight or other mail service which provides proof of receipt, addressed to the respective Parties at the following addresses:

To DEVNET: DEVNET, Inc.
 2254 Oakland Drive
 Sycamore, Illinois 60178
 Facsimile: (815) 899-0020

To FRANKLIN County: FRANKLIN County Courthouse
 901 Public Square
 Benton, Illinois 62812

The date upon which such notice is so personally delivered, or, if the notice is given by said mail service or facsimile the date which it is received by the addressee, shall be deemed to be the date of such notice, irrespective of the date appearing thereon.

15.2 Independent Contractor

DEVNET and FRANKLIN COUNTY are acting hereunder as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. This Agreement shall not be construed so as to constitute DEVNET and FRANKLIN COUNTY as partners or joint venturers, or as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes provided for herein. DEVNET certifies that it has purchased standard business insurance.

15.3 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois.

16.3 Publicity

Neither Party may, without the other Party's prior written consent, publish or otherwise use advertising, sales promotion materials, press releases or other publicity materials naming the DEVNET Property Tax Software System except as otherwise set forth herein, or other matters under this Agreement where the names, marks or services of the other Party are mentioned or used.

15.4 Order of Precedence

In the event of a conflict between the terms and conditions contained in the body of this Agreement and those contained in an attachment to this Agreement, the terms and conditions set forth in the body of this Agreement shall take precedence.

15.5 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

15.6 Non-Waiver

Failure of either Party to insist in any instance upon strict performance by the other Party of any of the provisions of this Agreement shall not be construed or deemed to be a waiver of such provision, or any other provision hereof.

15.7 Exclusive Remedies

The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies, both in contract and in tort, for each other's breach of this Agreement.

15.8 Compliance with Laws

Each Party shall comply with all applicable laws and regulations that pertain to its performance of its obligations and exercise of its rights under this Agreement. Both parties shall conduct their respective actions under this Agreement in such manner as to comply in all respects with the laws of the United States of America, the State of Illinois, and any other State, Federal or Local agency or unit of government that may legally control or direct the actions of either party. In the event any provision of this Agreement shall now or at any time in the future be in conflict with any such law, rule, ordinance, decision or other writing of any such governmental agency or unit of government, then said provision shall be null and void and of no force and effect, and the remainder of this Agreement shall continue in full force and effect as if said provision had not been included herein.

15.9 Binding Effect

This Agreement shall be binding on each Party's successors and assigns, upon signature.

15.10 Approvals

This Agreement shall not be binding upon DEVNET until it is approved and signed by the DEVNET official authorized to sign this Agreement and all county officials and officers required by statute or ordinance to execute it.

15.11 Survival

The provisions of paragraphs 7.2, 7.3, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 10.1 and 10.2 shall survive the term of this Agreement, whether said termination is for cause or by expiration of time.

ARTICLE 16: Entire Agreement

- 16.1 This Agreement, including the Amendments attached hereto, if any, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, documents and all other communications between the Parties, both oral and written. It may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any form document, such as a purchase order, submitted by either Party to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first set forth above.

FRANKLIN COUNTY

By: 
FRANKLIN COUNTY

DEVNET, INC.

By: 
Michael J. Gentry, President