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AGREEMENT FOR DEVNET, INC. SERVICES

This "Agreement" dated December 1, 2014 ("Effective Date") is between DEVNET, INC., (DEVNET), an Illinois Corporation, having its principal offices at 1709 Afton Road, Illinois 60178, and UNION COUNTY, Illinois (UNION COUNTY), a body politic and corporate, having its principal offices at UNION County Courthouse, 309 E Market St #123, Jonesboro, IL 62952.

Recitals

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

WHEREAS, UNION 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 UNION 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 UNION COUNTY, is installed on UNION 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 which will allow UNION 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 UNION 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 **UNION COUNTY DATABASES** The term "UNION COUNTY Databases" means the Property Tax data prepared and managed by UNION COUNTY that are stored in electronic format and which are accessible by UNION COUNTY's computer system.

1.7 **UNION COUNTY EQUIPMENT** The term "UNION COUNTY Equipment" means the equipment owned (or leased), operated and maintained by the UNION COUNTY. By way of illustration, but not limitation, UNION COUNTY Equipment includes: access to mainframe, minicomputer, and LAN server platforms where "UNION COUNTY Databases reside, and the communications equipment required to link the UNION COUNTY Databases to any satellite location(s).

1.8 **UNION COUNTY SOFTWARE** The term "UNION COUNTY Software" means application software, database management software, and operating system software that runs on UNION COUNTY Equipment and UNION COUNTY Databases and/or other software all of which are owned (or licensed from third parties), and maintained by UNION COUNTY (or UNION COUNTY's third party vendors), not DEVNET.

1.9 **DOCUMENTATION** The term "Documentation" means User manuals, UNION 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 **GIS** The term "GIS" means geographic information system.

1.11 **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.

1.12 **SOFTWARE MAINTENANCE** The terms "software maintenance" means an ongoing process of modernizing, repairing and enhancing an existing software system.

1.13 **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 UNION COUNTY the DEVNET Property Tax Software System as described below for the fees set forth herein on the dates listed in Paragraph 2.4 below.

2.2 DEVNET shall develop, maintain and support a Property Tax Software System for use by UNION 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 Server 2003 or 2008 network 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.

Computer Assisted Mass Appraisal Deliverables

- Replacement Cost Module
  - Residential
  - Agricultural
  - Commercial
  - Industrial Structures
- Illinois Manual 2010 or the option of Marshall & Swift for Residential, Commercial/Industrial and Agricultural
- Cost Table Maintenance
- Sales Maintenance
- Sales Ratio / Study Module
- Land Appraisal Module
- Multiple Regression Analysis
- Comparable Property Analysis
- Integrated with Property Tax Administration

Property Tax Assessment Administration Deliverables

a. Parcel Maintenance
b. Name and Address Maintenance
c. Legal Description Maintenance
d. Site Address Maintenance
e. Exemption Maintenance
f. Parcel Split and Combinations
g. Time Memo Maintenance

This is the module that the Assessor uses to change valuations, property classes, legal descriptions, name and address, etc. This module is also used to add new parcels due to a split or combination.

h. Farmland Processing
i. Equalization
j. Notices and Reporting
k. State Abstracts (PTAX 280 and Reclass attachment)
l. Inquiry
m. Board of Review
    i. Hearing (Docket) Maintenance
    ii. Hearing Notices
    iii. Tentative Board of Review Changes
    iv. Parcel Maintenance
    v. Docket Reporting
    vi. Final Decision Notices
    vii. Equalization
    viii. State Abstracts (PTAX 260 and Reclass attachment)
    ix. $100,000.00 tax reduction notices
o Assessment Level Change and Rollover to County Clerk
o Assessor functions for Certificates of Error

Property Tax Extension
a. Tax District maintenance
b. State Abstracts (PTAX 260 and re-class attachment)
c. Parcel Maintenance includes:
    i. State Assessed Certified Railroads
    ii. Parcel TIF information
    iii. Enterprise Zones

This module allows the County Clerk's office to change the Tax Codes on a specific parcel when necessary. It allows the Clerk's office to enter the valuations for the State Assessed Railroads and Pollution control parcels. It allows the Clerk to set up Enterprise Zones.

d. Notices and Reporting
e. State Equalization
f. Calculation and Reports
g. Equalized Assessed Value
h. Tax District Rates
i. Tax District Extensions
j. Tax Cap
k. Rollover to County Collector

Property Tax Collection/Distribution
a. Tax Billing
    o Mortgage Company Tapes
    o Hard Copy Bills
b. Tax Collection and Distribution
c. Treasurer functions for Certificates of Error
d. Delinquent Notices
e. Tax Sale Processing

f. Forfeiture Maintenance
g. Reports and inquiry

Tax Sale Redemption
a. Tax Sale Parcel Management
b. Redemption Processing
- Print Estimates of Redemption
- Tax Buyer Fee Maintenance
- Tax Buyer Maintenance
- Print Checks to Tax Buyers
c. Reports and inquiry

Drainage Modules
a. Drainage Parcel Maintenance
- Name and Address Maintenance
- Legal Description Maintenance
- Site Address Maintenance
- Exemption Maintenance
- Time Memo Maintenance

This allows the County to maintain Drainage information on Drainage parcels. This will allow the county to add new Drainage information to a parcel.

b. Drainage Collection. This will be made part of the Real Estate Collection Module
c. Drainage Distribution. This will be made part of the Real Estate Distribution module
d. Notices and Reporting

Mobile Home Module
- Mobile Home Maintenance
  - Name and Address Maintenance
  - Vehicle information Maintenance
  - Calculate/print Mobile Home Tax Bills

This allows the county to maintain Mobile Home information on Mobile Homes. This will allow the county to add new Mobile Home information.

- Mobile Home Collection. This will be made part of the Real Estate Collection Module
- Mobile Home Distribution. This will be made part of the Real Estate Distribution module
- Notices and Reporting

DEVNET Hosted wEdge Deliverables

There are many benefits that come with DEVNET hosting the wEdge solution:

o   Off-site backup of county data
o   DEVNET maintains the server and infrastructure
o   Hosting is offered for FREE with the purchase of wEdge
o   All updates, bug fixes, database fixes and phone support for county staff

Not Included: Software support for wEdge online inquiry shall not include:

o   Phone Support for the public or subscribers. This is chargeable at $125.00 per hour. The County also has the option of buying support in blocks of hours for the public/subscribers at $110.00 per hour for a minimum of 20 hours. Any time spent by DEVNET supporting the public or subscribers with issues pertaining to wEdge that are not already covered under this agreement will be tracked in fifteen minute increments and billed to the county monthly at the above hourly rate.

o   Support due to infrastructure problems at the county site is not covered. Support for this instance is billable at $125.00 per hour with a minimum of one hour per incident. Any time spent by DEVNET providing support due to infrastructure problems not already covered under this agreement will be tracked in fifteen minute increments and billed to the county monthly at the above hourly rate.

wEdge Features
o   Highly-customizable user interface, helping to provide a seamless user-experience with the county's existing web site.
o   Search properties by parcel number (PIN), property address, owner name and address, sale date, taxing body, property class, neighborhood, building attributes, and much, much more
o   Printable list of all search results, including the criteria used to produce the results
o   Provide a printable PDF of tax bills
o   Search for a subset of information within a list of search results instantaneously
o   Easily navigate list of search results while viewing property detail
o   Sort results by property/account number, property address, or name.
o   Printable report containing all property detail information
o   Keep all years of history online. No limit to number of years available.
o   Keep full history for each property for all years, not just an abbreviated view
o   Parcel detail view can show any and all information associated with a property
o   Unlimited number of images, sketches, and scanned documents may be associated and displayed with a property
o   Subscription-based access to data (optional)
o   Search result and parcel information caching for enhanced site performance and instant retrieval of data
o   Integrate with numerous payment providers, including (but not limited to) Forte, Official Payments, and Paypal.
o   Shopping cart allows users to easily pay multiple properties with one payment
o   HTML5 and CSS3 compliance
o   Integrates with Google Maps, Bing Maps, county GIS, and Pictometry (when available)

- Dynamic data compression between client and server
- Section 508 and WAI-AAA accessibility standards compliant
- Off-site backup of your data (applies to DEVNET hosted solution)

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

2.6 DEVNET will attempt to convert UNION COUNTY'S existing current year database for use with the DEVNET Property Tax Software System. However, if such conversion is impossible, manual data entry of this information will be required. Only in such instances of impossibility of conversion will UNION County be responsible for said manual data entry and pay the reasonable cost thereof. Any delay by UNION COUNTY in its performance of its obligations under this paragraph shall extend all due dates herein by a like amount of time.

2.7 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 noncustomized portions of the DEVNET Property Tax Software System. Maintenance does not include the cost of any upgrades to third party software. UNION 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 UNION 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 UNION 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 the clients staff may have.

   c. Software support shall not include any customized changes to the system, after the system is accepted by UNION COUNTY.

   d. Undertaking enhancements as mutually agreed upon by the Parties at an additional cost to be mutually agreed in writing.

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e.   DEVNET shall reasonably respond to UNION COUNTY'S phone calls by return telephone call. However, there are may be times when the 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. UNION COUNTY shall have the option to contact the project manager or head of DEVNET'S support division to have the problem reassigned.

2.8   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.

2.9   DEVNET shall within sixty (60) days of the execution of this agreement identify an escrow agent who will keep a copy of the program source code for the DEVNET Property Tax Software System. This escrow agent will be instructed to provide UNION COUNTY access to this source code only in the event that DEVNET ceases to be a corporate entity while UNION COUNTY is a licensee of the DEVNET Property Tax Software System. UNION COUNTY will have the right to use this source code only for the purpose of maintaining the DEVNET Property Tax Software System installed at its site.

2.10 DEVNET shall supply the following third party computer software. Included with this software are configuration, on-site setup and installation.

Year 1 Third Party Costs	
Two (2) Apex Sketch Licenses ($545.00 per License)	$1,090.00
Two (2) Lead Tool –View Image Licensing ($75.00 per License)	$150.00
Year 1 Total Third Party Costs	$1,240.00

Year 2 Third Party Costs	
Two (2) Apex Sketch Licenses Maintenance Renewals ($235.00 per License)	$470.00
Year 2 Total Third Party Costs	$470.00

Year 3 Third Party Costs	
Two (2) Apex Sketch Licenses Maintenance Renewals ($235.00 per License)	$470.00
Year 3 Total Third Party Costs	$470.00

Year 4 Third Party Costs	
Two (2) Apex Sketch Licenses Maintenance Renewals ($235.00 per License)	$470.00
Year 4 Total Third Party Costs	$470.00

Year 5 Third Party Costs	
Two (2) Apex Sketch Licenses Maintenance Renewals ($235.00 per License)	$470.00
Year 5 Total Third Party Costs	$470.00

ARTICLE 3 - Joint Responsibilities

3.1 The parties shall codevelop a UNION COUNTY Training Program to instruct UNION COUNTY personnel in the use of DEVNET Property Tax Software System.

3.2 Product design, to ensure consistency of interface and operation of UNION COUNTY Databases.

3.3 Technology planning, to ensure adequate infrastructure necessary to deliver any expanded services.

3.4 Change control planning, to ensure orderly maintenance and enhancement of UNION COUNTY Databases.

ARTICLE 4 - UNION COUNTY Responsibilities

4.1 UNION 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 UNION COUNTY's Databases.

4.2 UNION COUNTY shall allow DEVNET scheduled access to UNION COUNTY Equipment and UNION 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 UNION COUNTY's Databases. Any delay by UNION 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 UNION COUNTY shall take all necessary actions in order to allow DEVNET scheduled access to the UNION Software and UNION 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 UNION COUNTY. Any delay by UNION 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 UNION COUNTY property tax databases and property tax servers via modem or Internet connection.

4.4 UNION COUNTY shall provide guidelines to DEVNET regarding use of information contained in the UNION Databases and such other information as DEVNET may require to perform its work as described in this Agreement. Any delay by UNION 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   UNION COUNTY shall allow DEVNET to use UNION 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 UNION COUNTY, the UNION 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 UNION 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 UNION COUNTY at DEVNET's then-current rates for time and materials. Any delay by UNION 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, UNION COUNTY shall obtain and have in full operation the following hardware for installation and operation of the DEVNET Property Tax Software System:

<u>Hardware Requirements for DEVNET Products</u>
Hardware may be purchased from any third-party vendor of the County's choice. Please note that the county or third party vendor is responsible for setting up the file server and all required third-party software including the Active Directory/domain and SQL Server.

Server Specifications

Minimum
℮ 3.00 GHz single core Processor
℮ 4-8 GB Ram
℮ *200+ GB available hard drive space in a RAID-1(mirroring) or RAID-5 array (10K 3G SAS drives preferred)
℮ DVD-ROM
℮ Video adapter capable of 1280 x 1024 resolution
℮ 19" LCD monitor capable of 1280 x 1024 resolution
℮ Tape backup drive with ARCServe or Symantec Backup Exec backup software
℮ Internal 56K/V.90 Fax Modem (not necessary when VPN remote access is available)
℮ High Speed Internet Access
℮ 1 Gb Ethernet Adapter
℮ Mouse
℮ Uninterruptible Power Supply
℮ Windows Server 2003 or 2008 Standard Edition
℮ Microsoft SQL Server 2005 or 2008 Standard Edition

Recommended
℮ 2.00+ GHz Dual or Quad-Core Processor
℮ 8-16 GB RAM
℮ 72+ GB hard drive space in a RAID-1(mirroring) or RAID-5 array for Windows OS, SQL Server Application, and Virtual Memory file
℮ *300+ GB available hard drive space in a RAID-1(mirroring) or RAID-5 array (10K 3G

SAS drives, 15K preferred) for SQL Data, Image & Sketch files
- ℮ DVD-RW Drive
- ℮ Video adapter capable of 1280 x 1024 resolution
- ℮ 19" LCD monitor capable of 1280 x 1024 resolution
- ℮ Tape backup drive with ARCServe or Symantec Backup Exec backup software
- ℮ Internal 56K/V.90 Fax Modem. (not necessary when VPN remote access is available)
- ℮ High Speed Internet Access
- ℮ 1 Gb Ethernet Adapter
- ℮ Mouse
- ℮ Uninterruptible Power Supply
- ℮ Windows Server 2008 R2 Standard Edition
- ℮ Microsoft SQL Server 2008 R2 Standard Edition

* 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.

Workstation Specifications

Minimum
- ℮ 2.0+ GHz single core Processor
- ℮ 2 GB RAM
- ℮ 20GB+ hard drive
- ℮ CD-ROM or DVD Drive
- ℮ Video adapter capable of 1280 x 1024 resolution
- ℮ 19" standard width monitor capable of 1280 x 1024 resolution
- ℮ Windows XP Professional/Vista Business/Windows 7 Professional
- ℮ 10/100/1000 Mb Ethernet Adapter
- ℮ Mouse

Preferred
- ℮ 2.0+ GHz dual core Processor (or better)
- ℮ 4 GB RAM
- ℮ 40GB+ hard drive
- ℮ CD-RW Drive or DVD-RW
- ℮ Video adapter capable of 1280 x 1024 resolution
- ℮ 21" standard width monitor capable of 1280 x 1024 resolution
- ℮ Windows 7 Professional
- ℮ 100/1000 Mb Ethernet Adapter
- ℮ Mouse

Field Data Collection Tablet PCs

- ℮ Tablet PC running Windows XP Tablet PC Edition, Vista Business, or Windows 7 Professional(preferred)
- ℮ SQL server 2008 R2 Express or Workgroup Edition depending on database size
- ℮ 3.00+ GHz Processor (or better)
- ℮ 4 GB RAM (8GB recommended)

- C Minimum 100GB+ hard drive depending on the database size, and size of the images and sketches
- C 12.1" or larger screen capable of 1280 width preferably 1280 x 1024
- C 100/1000 Mb Ethernet Adapter

Recommended hardware: The County can choose to utilize a laptop or a tablet PC in the field. There are a variety of options available, please be aware that the resolution on these tablets may not meet the above requirement of 1280x1024. Most table PC's have a lower resolution, all this will mean is that there may be a little more scrolling that will be required on the tablet. DEVNET recommends checking out Motion Computing® Touch Screen Tablet LE 1600TS. Many accessories for field data collection are available on their website. Please refer to www.motioncomputing.com. We will be happy to review the specifications of a unit that you may be interested in purchasing to ensure that it will work well with the DEVNET solution.

CD/DVD Writer
A CD or DVD burner is required to allow the County to send DEVNET monthly updates of the database. The burner can be located on the server or a workstation.

Printers
DEVNET applications are compatible with most laser printers.

Receipt/Slip Printer
DEVNET applications are compatible with Epson TM-U675 Receipt/Slip/Validation Printer DEVNET applications can print receipts to wither 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 will need to support slip wait and cash drawer open via settings in the driver. The DEVNET applications are compatible with Epson TM-U675 Receipt/Slip/Validation Printer. We have also successfully worked with other Epson printers that use the EPSON Advanced Print Driver.

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

DEVNET recommends the following bar code reader:
- C   Honeywell Voyager Series

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. We recommend the Epson Capture One and Epson TM-S2000 scanners.

Remote Desktop/Terminal Services Server Specifications and general requirements:

General Requirements:

- Obtain sufficient Remote Desktop/Terminal Services Client Access Licenses (CAL) and sufficient Windows User CALs.
- Obtain sufficient licensing for third party software such as Lead Tools and Apex.
- Enable either direct or VPN access to the server for the end users. The access method must allow the end users to make the necessary RDP connection to the server. The client may also use the terminal services web facility and or the Remote Desktop Web Service to enable full desktop or application access. Implementation of the web facility will require installation of the necessary components on and IIS based web server. The resource requirements for the web facility are minimal.
- Provide sufficient Internet connectivity for the desired number of users. This can vary from 16-120 KB/s/session depending on resolution, color level, Server OS version, Client RDP version, and other factors. Optimally the client would use 16-50 KB/s/session. The actual consumption will even vary during a session
- Implement a backup solution. Although no data resides on the server a backup solution will provide a fast recovery with the minimal setup work. We recommend Symantec System Recovery Server Edition.
- Implement sufficient security policies to ensure the reliability of the server and prevent access to any unnecessary resources by the remote end users. The server should be part of an Active Directory in order to allow the sufficient control over the policies on the server.
- An appropriately configured antivirus should be installed on the Terminal/Remote Desktop server.
- For more detailed information regarding implementation, bandwidth consumption, server/end user requirements, and security policies please refer to the related articles at Microsoft.

Server Minimum - depending on use up to 10 remote clients
- 2.00 GHz Dual Core Processor
- 16-32 GB Ram
- *200+ GB available hard drive space in a RAID-1(mirroring) or RAID-5 array (10K 3G SAS drives preferred)
- DVD-ROM
- Video adapter capable of 1280 x 1024 resolution
- 19" LCD monitor capable of 1280 x 1024 resolution
- 1 Gb Ethernet Adapter
- Mouse
- Uninterruptible Power Supply
- Windows Server 2003, 2003 R2, 2008 or 2008 R2 Standard Edition

Server Recommended - depending on use up to 10 remote clients
- 3.00 GHz Quad-Core Processor
- 32+ GB Ram
- *200+ GB available hard drive space in a RAID-1(mirroring) or RAID-5 array (10K 6G SAS drives preferred)

- DVD-ROM
- Video adapter capable of 1280 x 1024 resolution
- 19" LCD monitor capable of 1280 x 1024 resolution
- 1 Gb Ethernet Adapter
- Mouse
- Uninterruptible Power Supply
- Windows Server 2008 R2 Standard Edition

Server Minimum - depending on use 10-30 remote clients
- Dual 2.00+ GHz Quad-Core Processor
- 32-64 GB RAM
- *300+ GB available hard drive space in a RAID-1(mirroring) or RAID-5 array (10K 6G SAS drives preferred)
- DVD-RW Drive
- Video adapter capable of 1280 x 1024 resolution
- 19" LCD monitor capable of 1280 x 1024 resolution
- 1 Gb Ethernet Adapter
- Mouse
- Uninterruptible Power Supply
- Windows Server 2008 R2 Standard Edition

Server Recommended - depending on use 10-30 remote clients
- Dual 3.00+ GHz Quad-Core Processor
- 64+ GB RAM
- *300+ GB available hard drive space in a RAID-1(mirroring) or RAID-5 array (10K 6G SAS drives preferred)
- DVD-RW Drive
- Video adapter capable of 1280 x 1024 resolution
- 19" LCD monitor capable of 1280 x 1024 resolution
- 1 Gb Ethernet Adapter
- Mouse
- Uninterruptible Power Supply
- Windows Server 2008 R2 Standard Edition

End User Workstation Requirements:

Windows Minimum
- 2.0+ GHz single core Processor
- 2 GB RAM
- 20GB+ hard drive
- CD-ROM or DVD Drive
- Video adapter capable of 1280 x 1024 resolution
- 19" standard width monitor capable of 1280 x 1024 resolution
- Windows XP Professional SP 3/Vista Business/Windows 7 Professional
- 10/100/1000 Mb Ethernet Adapter
- Mouse
- Remote Desktop Connection Client 6.1/7

Windows Preferred
- 2.0+ GHz dual core Processor (or better)
- 4 GB RAM
- 40GB+ hard drive
- CD-RW Drive or DVD-RW
- Video adapter capable of 1280 x 1024 resolution
- 21" standard width monitor capable of 1280 x 1024 resolution
- Windows 7 Professional
- 100/1000 Mb Ethernet Adapter
- Mouse
- Remote Desktop Connection Client 6.1/7

Non Windows Platforms
- Remote Desktop connection client compatible with your server version
- Apple Mac end users should use OS X 10.5.8 or later and Microsoft Remote Desktop Connection Client for Mac 2.1.1

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 it is recommend that the PostScript driver be used where possible.
- Using a consistent printer make and/or model is recommended to ensure that the reports and forms that are printed print consistently across all end users. Using a universal driver for several models of a specific manufacture's printers models usually allow 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 we have not tested any of these with the 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.

4.8   Client understands that wEdge is only supported on certain web browsers, and that wEdge will not function for the county or its users unless they are using a supported web browser.

Supported Web Browsers:
DEVNET wEdge is supported on any web browser that fully implements the following features and tool sets:
- HTML5
- CSS3
- Local Storage
- jQuery 1.9

As of the date of execution, the following browsers meet these requirements:
- Internet Explorer 8 or newer
- Firefox 4.x or newer
- Chrome 16 or newer
- Safari 5 or newer
- Opera 12 or newer

A browser will no longer be supported by DEVNET wEdge under the following circumstances:
- Security vulnerabilities in a supported version of a browser become public knowledge, and said vulnerabilities cannot or will not be fixed by that browser's vendor
- A version of a browser supported by DEVNET wEdge is no longer supported by that browser's vendor

New browsers may be supported by DEVNET wEdge if:
- The client requests a feature that cannot be implemented in all of the supported list of browsers
- Upon mutual consent of the client and DEVNET.

It is the client's responsibility to have supported web browsers installed and operational on or before the commencement of work to be performed by DEVNET, Inc. pursuant to this agreement.

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 (December 1, 2014 – November 30, 2015): For services received by UNION COUNTY under this Agreement during Year 01, UNION COUNTY shall pay to DEVNET the sum of $25,814.54, payable as follows:

A.   the sum of $7,383.64 on or before December 1, 2014; and,
B.   the sum of $6,143.64 on or before March 1, 2015; and,
C.   the sum of $6,143.63 on or before June 1, 2015; and,
D.   the sum of $6,143.63 on or before September 1, 2015.

The sums payable for Year 01 services shall be apportioned as follows:

i. $15,191.54 for Property Tax software license, maintenance and support.
ii. $6,383.00 for CAMA software license, maintenance and support.
iii. $3,000.00 for DEVNET Hosted wEdge software license, maintenance and support.
iv. $1,240.00 for third-party software and hardware.

6.2   Year 02 (December 1, 2015 – November 30, 2016): For services received by UNION COUNTY under this Agreement during Year 02, UNION COUNTY shall pay to DEVNET the sum of $13,725.36, payable as follows:

A.   the sum of $3,783.84 on or before December 1, 2015; and,
B.   the sum of $3,313.84 on or before March 1, 2016; and,
C.   the sum of $3,313.84 on or before June 1, 2016; and,
D.   the sum of $3,313.84 on or before September 1, 2016.

The sums payable for Year 02 services shall be apportioned as follows:

i. $10,340.46 for Property Tax software license, maintenance and support.
ii. $1,914.90 for CAMA software license, maintenance and support.
iii. $1,000.00 for DEVNET Hosted wEdge software license, maintenance and support.
iv. $470.00 for third-party software and hardware.

6.3 Year 03 (December 1, 2016 – November 30, 2017): For services received by UNION COUNTY under this Agreement during Year 03, UNION COUNTY shall pay to DEVNET the sum of $13,725.36, payable as follows:

A. the sum of $3,783.84 on or before December 1, 2016; and,
B. the sum of $3,313.84 on or before March 1, 2017; and,
C. the sum of $3,313.84 on or before June 1, 2017; and,
D. the sum of $3,313.84 on or before September 1, 2017.

The sums payable for Year 03 services shall be apportioned as follows:

i. $10,340.46 for Property Tax software license, maintenance and support.
ii. $1,914.90 for CAMA software license, maintenance and support.
iii. $1,000.00 for DEVNET Hosted wEdge software license, maintenance and support.
iv. $470.00 for third-party software and hardware.

6.4 Year 04 (December 1, 2017 – November 30, 2018): For services received by UNION COUNTY under this Agreement during Year 04, UNION COUNTY shall pay to DEVNET the sum of $13,725.36, payable as follows:

A. the sum of $3,783.84 on or before December 1, 2017; and,
B. the sum of $3,313.84 on or before March 1, 2018; and,
C. the sum of $3,313.84 on or before June 1, 2018; and,
D. the sum of $3,313.84 on or before September 1, 2018.

The sums payable for Year 04 services shall be apportioned as follows:

i. $10,340.46 for Property Tax software license, maintenance and support.
ii. $1,914.90 for CAMA software license, maintenance and support.
iii. $1,000.00 for DEVNET Hosted wEdge software license, maintenance and support.
iv. $470.00 for third-party software and hardware.

6.5 Year 05 (December 1, 2018 – November 30, 2019): For services received by UNION COUNTY under this Agreement during Year 05, UNION COUNTY shall pay to DEVNET the sum of $13,725.36, payable as follows:

A. the sum of $3,783.84 on or before December 1, 2018; and,
B. the sum of $3,313.84 on or before March 1, 2019; and,
C. the sum of $3,313.84 on or before June 1, 2019; and,
D. the sum of $3,313.84 on or before September 1, 2019.

The sums payable for Year 05 services shall be apportioned as follows:

i. $10,340.46 for Property Tax software license, maintenance and support.
ii. $1,914.90 for CAMA software license, maintenance and support.
iii. $1,000.00 for DEVNET Hosted wEdge software license, maintenance and support.
iv. $470.00 for third-party software and hardware.

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 UNION COUNTY, nor shall title to any UNION Equipment or UNION Software or asset pass from UNION COUNTY to DEVNET. DEVNET, shall have exclusive ownership and property rights in the DEVNET Property Tax Software System, Documentation, Demonstration Program, DEVNET's UNION Training Program, Data Screens, Interfaces and Marketing Literature.

7.2 Upon execution of this Agreement, DEVNET shall grant UNION a nontransferable license to use for UNION's internal business purposes only the compiled application programs of the DEVNET Property Tax Software System that resides on UNION Equipment. Except as set forth herein, UNION 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. UNION 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 UNION breaches any of these provisions. UNION COUNTY shall be allowed to make one or more copies of this software for the 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 UNION 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 (a) if in tangible form or other media that can be converted to readable form, is marked as proprietary, confidential or private when disclosed, or (b) 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 UNION 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 which 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. UNION 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, UNION 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. UNION COUNTY's modification or relocation of the UNION equipment or software, unless mutually agreed upon in writing prior to each such modification or relocation.
   b. UNION 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. UNION 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 Client 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, client 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), client acknowledges that, as between the parties, client (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, client'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   UNION 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 UNION COUNTY's negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. UNION COUNTY shall promptly notify DEVNET of any claim. UNION 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 UNION 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 UNION COUNTY of any claim. DEVNET shall cooperate fully with UNION COUNTY in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.

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 UNION 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 hereinbelow.

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.

13.4   In the event one Party desires to terminate this Agreement before expiration of the Term when there is not a Default, and the Parties are unable to agree upon a fair and equitable settlement, the Parties will submit the maker to binding arbitration. Each Party will select one (1) arbitrator each with the two (2) selected arbitrators agreeing upon the third arbitrator.

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.
1709 Afton Road
Sycamore, Illinois 60178
Facsimile: (815) 899-0020

To UNION: UNION County Courthouse
ATTN: Darren Bailey, Treasurer
309 E Market St, Room 123
Jonesboro, IL 62952

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 UNION 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 UNION 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.

15.4 **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.

15.5 **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.

15.6 **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.

15.7 **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.

15.8 **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.

15.9 **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.

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

15.11 **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.

15.12 **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.
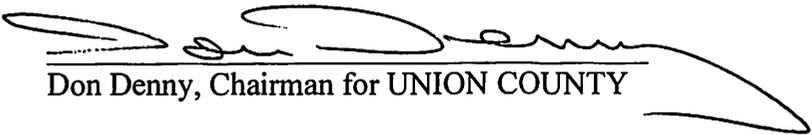
ARTICLE 16 - Entire Agreement

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.

UNION COUNTY

By: _____
   Don Denny, Chairman for UNION COUNTY

DEVNET, INC.

By: _____
   Michael J. Gentry, President

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DEVNET, INC.

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