

**PROFESSIONAL SERVICES AGREEMENT
for
CONTRACT MANAGEMENT SYSTEM**

CONTRACT NO: 12-88-058

BETWEEN



**COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer**

AND

**IMAGITEK, LTD. d/b/a
PRODAGIO SOFTWARE
(Based on UIC Contract No. CC10001146)**

PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into as of March 16, 2012 (“Effective Date”) by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of the Office of the Chief Procurement Officer hereinafter referred to as “County” and Imagitek, Ltd. d/b/a Prodagio Software, a corporation authorized to do business in the of the State of Illinois hereinafter referred to as “Consultant”.

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the Reference Contract Ordinance”) of the Cook County Procurement Code, states: “If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;” and

Whereas, the University of Illinois at Chicago (“UIC”) solicited a formal Request for Proposal process for consulting services and software to implement a contract management system and the Consultant was identified as the qualified and lowest cost provider for the services; and

Whereas, UIC entered into a contract on June 28, 2010 for the provision of services by the Consultant for the University relative to Contract Management System (“the UIC Contract”); and

Whereas, the County wishes to leverage the procurement efforts of UIC; and

Whereas, the County through the Office of the Chief Procurement Officer, desires certain similar services of the Consultant; and

Whereas, the Consultant agrees to provide to the County consulting services and software to implement a Contract Management System, incorporated as Exhibit 1, County Statement of Work; and

Whereas, the Consultant warrants that it is ready, willing and able to perform these services set forth in Exhibit 1, County Statement of Work, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the UIC Contract as set forth in Exhibit 2 Schedule of Compensation and incorporated herein by reference; and

Whereas, the County and the Consultant agree to the Terms and Conditions as stated in the UIC Contract, hereto incorporated by reference as Exhibit 3, UIC Contract all as may be applicable to the County, excluding Exhibit A and B of the UIC Contract, which are not applicable and are replaced with the County Exhibits that are attached to this document; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Consultant and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 County Statement of Work
- Exhibit 2 County Schedule of Compensation
- Exhibit 3 UIC Contract (Contract No. CC10001146)
- Exhibit 4 Evidence of Insurance

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
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**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly, controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the Ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the Ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookcountyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookcountyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification) **Attached**

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.



hereby grants

National Women's Business Enterprise Certification

to
Imagitek, Ltd.
dba
Prodagio Software

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Susan Repka

Authorized by Susan Repka, Executive Director,
Women's Business Enterprise Alliance



Expiration Date: 06/30/2012
WBENC National Certificate Number: 2005118339

NAICS Codes: 511210, 541511, 541512, 541519, 541611

UNSPSC Codes: 43230000



LETTER OF INTENT (SECTION 2)

MAWBE Firm: _____ Contract #: _____
Address: _____ City/State/ Zip: _____
Contact Person: _____ Phone: _____ Fax: _____
Certification Expiration Date: _____ Race/Gender: _____
Email: _____
Participation: Direct Indirect

Will the MAWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned MAWBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

(If more space is needed to fully describe MAWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Linda Knapp
Signature (MAWBE)

Signature (Prime Bidder/Proposer)

Linda Knapp
Print Name

Print Name

Prodagio Software
Firm Name

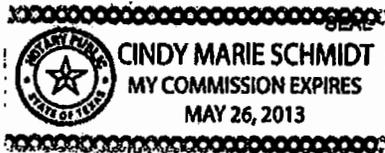
Firm Name

2-21-12
Date

Date

Subscribed and sworn before me this 21 day of February, 2012

Notary Public Cindy Marie Schmidt



PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to the reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain).
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 88-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction Inmates.

REQUIRED DISCLOSURES (SECTION 6)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

NA

Name

Address

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work forces within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: _____ No: _____

b) If yes, list business addresses within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

Applicant has no "Substantial Owner."

OR:

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: _____
 County Department: _____

Applicant Information:

Last name: _____ First Name: _____ MI: _____
 SS# (Last Four Digits): _____
 Street Address: _____
 City: _____ State: _____ Zip: _____
 Home Phone: () _____ - _____ Drivers License No: _____

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

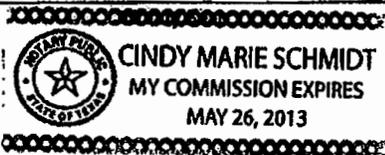
- A. The Applicant has no judicially or administratively ordered child support obligations.
- B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations.
- D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: Linda Knapp Date: 2-21-12

Subscribed and sworn to before me this 21 day of February, 2012

x [Signature]
 Notary Public Signature



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by:

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [] Applicant or [] Stock/Beneficial Interest Holder

This Statement is an: [] Original Statement or [] Amended Statement

Identifying Information:

Name: Imagitek Ltd. D/B/A: Prodagio Software EIN NO.: 76-0553830

Street Address: 2525 S. Shore Blvd., Ste 130, PM 5513

City: League City State: Tx Zip Code: 77573

Phone No.: 2813346970 X 110

Form of Legal Entity:

[] Sole Proprietor [] Partnership [] Corporation [] Trustee of Land Trust

[] Business Trust [] Estate [] Association [] Joint Venture

[] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
<u>Mara Henderson</u>	<u>6007 Memorial Houston, TX 77007</u>	<u>92%</u>

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
		<u>NA</u>

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Linda Knapp
 Name of Authorized Applicant/Holder Representative (please print or type)

Linda Knapp
 Signature

LKNAPP@PRADAGID.COM
 E-mail address

Director, Bus Operations
 Title

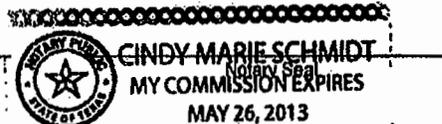
2-21-12
 Date

2813346970X110
 Phone Number

Subscribed to and sworn before me this 21 day of Feb, 2012

My commission expires: May 26, 2013

X [Signature]
 Notary Public Signature





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/ce_ethics_VendorList.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employer: LINDA KNAPP Title: Director, Bus Ops, Prologis SW
 Business Entity Name: Prologis Software Phone: 2813346970 x110
 Business Entity Address: 25255. Shore Blvd, Ste 202, League City, Tx 77573

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employer Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Linda Knapp
 Owner/Employer's Signature

2-21-12
 Date

Subscribe and sworn before me this 21 Day of February, 2012

a Notary Public in and for Galveston County



My Commission expires May 26, 2013

Completion of this form must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
 69 West Washington Street,
 Suite 3040
 Chicago, Illinois 60602

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20_____

My commission expires:

X _____
Notary Public Signature

Notary Seal

**SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)**

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)**

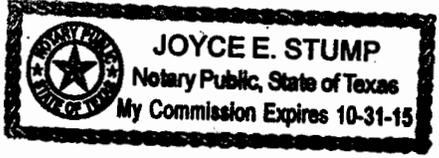
The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: Prodagio Software
BUSINESS ADDRESS: 2951 Marina Bay Dr., Ste 130
League City, Tx 77573
BUSINESS TELEPHONE: 2813346970 FAX NUMBER: 2813343285
CONTACT PERSON: Brandon Henderson FEIN/SSN: 76-0553830
*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:
*BY: *Linda Knapp*
Date: 3-1-12

Subscribed to and sworn before me this
1st day of MARCH, 2012.
My commission expires:
10/31/15
x *Joyce E. Stump* _____
Notary Public Signature Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.



SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/GSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires: _____

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this
_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

**SIGNATURE BY A CORPORATION
(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

**SIGNATURE OF PRESIDENT: _____

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

**SIGNATURE OF PRESIDENT: _____

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

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(SECTION 8)

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

**SIGNATURE OF PRESIDENT: _____

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Joni Prezworski

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Marcia de Leon Cor

COOK COUNTY CHIEF PROCUREMENT OFFICER

Tobias Reinhart

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 15 DAY OF March, 2012

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

12-88-058

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 99,600
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

EXHIBIT 1

County Statement of Work

SOW

Prodagio Contract Management
Statement of Work

Presented to:
Cook County

2/23/2012

CONFIDENTIAL

1. PROJECT SUMMARY

Cook County is implementing the Prodagio Software Prodagio Contract solution to improve its contract management process on sale side contracts.

In response to the level of effort request for the implementation of Prodagio Contract from customer, the Prodagio Software Professional Services Group has prepared the following quote and implementation approach. The goal is to implement the system in phases. The focus in phase one is to implement the system for basic authoring, storage, retrieval and routing. Subsequent phases will address integration with other systems. This strategy will allow customer to prioritize areas to expand the project in the future.

2. APPROACH

Prodagio Software employs a methodology consisting of a simple, consistent model for best practices and repeatable delivery framework that is applicable across product, application and solution deployments alike. This methodology embodies the collective product, implementation and industry expertise of the worldwide software industry, and represents the continuing refinement of our rapid deployment delivery model to achieve the most efficient and cost-effective implementation of every Contracts Management solution.

The methodology used to develop the proposed solution includes the following stages:

- Configuration Requirements Gathering
- Application Configuration
- Quality Assurance and User Acceptance Testing
- Deployment
- Training

Each stage incorporates quality review meetings to ensure continuous communication, clarification, and development of project deliverables that lead toward the finished system. Using this staged approach, Prodagio Software coordinates the execution of the project to best suit our client's resource availability and business operations. Where possible, the stages are conducted concurrently or with some overlap in order to minimize the overall project duration. The project execution and methodology will incorporate requirements analysis activities with customer service personnel, IT staff, and key business process personnel to review document types and associated indexes, development challenges, and work process information.

2.1 Configuration Workshop & Analysis

The first step of the implementation is to conduct a Kick-Off meeting where the Prodagio Software Project Manager and Account Manager will meet with your Project Sponsor to review your project charter document, and to set expectations and goals for the project.

The next step is to conduct the Configuration Workshop. Prodagio Software will conduct two days of workshops and interviews at the customer offices to gain a detailed understanding of the business configuration requirements. The Prodagio Contract Configuration Workbook is used to provide a step-by-step process that will be used to gather business requirements for the configuration of Prodagio Contract. The main objectives of the workshop are to:

- Understand the user roles and their interaction with the system.
- Identify the unique contract types and their associated properties (metadata).
- Understand the workflow required for contract review and approval.
- Identify automated template needs.
- Define contract security and permission sets.
- Discuss project control processes – communication plan, change control process, project plan, risk management, status reporting, and next steps

Following the workshop, Prodagio Software will create the Prodagio Contract Configuration Workbook which identifies the configuration requirements of the solution. Prodagio Software will review this draft Prodagio Contract Configuration Workbook with you and then revise it and submit it for your approval and signature. Once signature is obtained, the configuration work begins.

In connection with the configuration workshop, Prodagio Software shall provide:

- 3 Day Onsite Configuration Workshop

2.1.1 Deliverable

- Status Reports
- Configuration Workbook
- Work Breakdown Structure

2.1.2 Assumptions

- A three day Configuration Workshop will take place at customer's office in Chicago, IL.
 - The first two days of the workshop will be focused on capturing Cook County configuration requirements that are defined by this SOW.
 - The third day of the workshop will be focused on capturing configuration requirements that are for later rollout out phases.
 - The out of scope configuration items will be documented so that a separate SOW/change order can be drafted to address those items.
- Proper customer personnel will be made available to discuss current business processes, application configuration requirements based on future business processes, and planning for future implementation steps. Prodagio Software will have access to key business process owners and participants of the contract management process.
- The customer will provide a contact for project management and coordination of both business and technical personnel.
- The customer will supply a conference room with a whiteboard, internet connection, and video projector for use during the two day workshop.

2.2 Application Configuration

The second step of the implementation is to configure Prodagio Contract according to the requirements that were defined during the workshop and that are documented in the Configuration Workbook. This configuration is done on a system at Prodagio Software's facility and then deployed to your environment prior to User Acceptance Testing.

Prodagio Software will perform initial system configuration and testing at our technology competency center in Houston, Texas. Prodagio Software employs remote tools such as WebEx to provide application visibility and configuration review with customer. Prodagio Software will conduct 2 Quality Gates to assure your acceptance.

In connection with the configuration workshop, Prodagio Software shall provide:

- 2 Quality Gates
 - *Quality Gate #1*: WebEx session to review and validate the configuration of the contract types and properties.
 - *Quality Gate #2*: WebEx session to review and validate the modifications from Quality Gate #1 and review and validate templates and security.

2.2.1 Deliverable

- Configured Prodagio Contract Application
- 1 single data model configuration of the Software based on the Configuration Workbook
- 8 Cook County Defined Contract Types

2.2.2 Assumptions

- The assumptions under 2.1.2 Configuration Workshop and Analysis apply
- System functionality is based on out-of-the-box Prodagio Contract functionality. The system will be configured to fit your business requirements within the context of the standard product's capabilities.
- **Contract Types** - The configuration will include up to a total of 8 contract types (a contract type is a common set of metadata/fields) with each contract type having up to a total of 75 properties each.
 - 8 Contract Types - Procurement, Bid, RFP, RFQ, Professional Services, General Services, Commodities, Equipment
- **Templates** - Prodagio Software will create up to 8 "templates" – i.e., document models that Prodagio's drafting wizard will use as bases from which to create specific documents or contracts, guided by user input.
 - 8 Template Documents – Procurement, Bid, RFP, RFQ, Professional Services, General Services, Commodities, Equipment
 - Each of these templates can be up to 8 pages in length and have up to 20 tags (dynamic field prompts).
- **Clause Library** – Configure a centralized contract template clause library with up to 25 total clauses
 - Each clause can be up to 2 pages in length and have up to 10 tags (dynamic field prompts).
- As part of the implementation, the customer will be trained on how to create and maintain templates so that if they have additional templating needs, they will be able to address those template configurations internally.
- The customer will need to supply Prodagio Software with all automated template and external clause documents in MS Word format prior to the Prodagio Configuration Workbook sign-off.
- Prodagio Software will not merge and/or re-format customer's automated templates or external clauses.
- **Security** – Prodagio Software will configure up to 20 roles (a "role" is an attribute assigned to a user that denotes that user's security privileges) and associated access control list (ACL – max of 20 ACLs).
 - Security roles can be shared across departments and/or business units.
 - Assumes 2 roles per contract type - Read Only and Write All (2 roles/type = 16 roles)
 - 1 Prodagio Admin roles, which will provide "Delete" access to all contract types and

- admin tab access
 - 1 global read only (to all 8 contract types) role
 - 1 global write all (to all 8 contract types) role
 - 1 global browse only (to all 8 contract types) role
- Cook County's document, approval, task, and/or business process workflows will be addressed through standard Prodagio Contract checklist components and/or ad hoc workflows
- The Quality Gates will not be scheduled until after the configuration workshop, and sign-off needs to occur on the Prodagio Contract Configuration Workbook prior to Prodagio Software beginning application configurations.
- Integrations to external data sources are considered out of scope for this implementation.
- This engagement does not address data migration from external systems, including any scanned hardcopy documents or the migration of existing electronic documents from other sources.
- All scan capture installation, configuration, and testing will be done by the customer.
- Configuration changes as compared to details of the signed Configuration Workbook requested by customer may result in a change order by Prodagio Software.
- The estimate assumes that the application design and development for Prodagio Contract will be based on the approved Prodagio Configuration Workbook documentation. If the requirements change after the Configuration Workbook has been approved, then the cost and schedule for the task might be subject to change.

Out of Scope:

- Data migration (both document and metadata migration are out of scope)
- Custom/pre-defined workflow configuration
- Checklist configuration
- Custom reports

2.3 Prodagio Contract Installation

In this phase, Prodagio Software will install Prodagio Contract in the Prodagio Cloud environment and provide access to Cook County. Cook County will have a dedicated repository.

In connection with the installation, Prodagio Software shall:

- Provide access to the Prodagio Contract environment.
 - Web accessible URL (access can be limited based on IP address)
 - User login IDs, passwords, and access to Prodagio Administrator
 - Cook County will use Prodagio Administrator (web based) to manage their users.
- Install and configure a full text search sever.

2.3.1 Deliverable

- Provide Cook County with access to their Prodagio Software hosted Prodagio Contract application and underlying Cook County dedicated repository.
- Provide full text search server installation and configuration to enable the customer to perform full text searches on all text searchable documents.
- Provide Cook County with a single repository

2.3.2 Assumptions

- A single repository is being deployed as part of this statement of work
 - Multitenant server environment
 - Dedicated repository
- It is expected that customer will provide technical subject matter experts conversant with customer standards, and not-Prodagio Software or Prodagio software personnel, who will be responsible for maintaining supporting and designing all non-Prodagio Software or Prodagio software solution components such as user workstations, laptops, and customer Citrix servers (where applicable).
- The customer is responsible for ensuring that all user workstations meet the minimum hardware and software requirements as documented in the Prodagio Software Desktop Guide.

2.4 Quality Assurance

Software Quality Assurance is Prodagio Software's philosophy for best practices and procedures across both the process and technology disciplines. It assists in creating a common understanding of quality in all aspects of our work to ensure that quality is built into the system throughout the creation and delivery of our product and service offerings.

Prodagio Software will coordinate with customer to ensure that appropriate use case scenarios are prepared prior to testing. Users will evaluate the system to ensure it meets both the functional needs as well as the business process requirements as specified in the Configuration Workbook.

In connection with UAT, Prodagio Software shall:

- Lead and facilitate Cook County's first day of UAT testing.
- Demonstrate industry best practice testing techniques to Cook County.
- Provide UAT test cases that exercise standard Prodagio Contract functionality to enable Cook County itself to test Prodagio Contract so as to determine if it meets both functional and process requirements. Cook County will thereafter perform whatever additional testing it deems necessary to determine if the solution is capable of deployment to production and Prodagio Software will provide up to 5 consecutive business days of remote support and issue resolution as needed.

2.4.1 Deliverables

- Sample Test Scripts.
- Prodagio Contract UAT guide.
- One day facilitated UAT session.

2.4.2 Assumptions

- Customer specific test scripts will be the responsibility of Cook County.
- The estimate assumes User Acceptance Testing (UAT) for Prodagio Contract will last no more than 5 consecutive business days.
- The estimate assumes User Acceptance Testing (UAT) for Prodagio Contract is limited to tests documented on the UAT test plan. Other testing is not within scope of the UAT plan and will not be considered part of this effort.

2.5 Training

To help facilitate the transition to the new contracts management solution as quickly and productively as possible, Prodagio Software will provide customer with specific training curriculum based on their business configurations.

In connection with training, Prodagio Software shall provide the following training services:

- *Train-the-Trainer User Training:* Hands on Prodagio Contract instructor lead training that covers all end user features and functions of Prodagio Contract, which includes contract management from creation through execution, running reports, searching for contracts, and using Prodagio's ad hoc and checklist workflow capabilities.
- *Business Admin Training:* Hands on Prodagio Contract instructor lead training that covers all business admin features and functions of Prodagio Contract, which includes updating selection lists, modifying and adding new automated templates, managing the clause library, creating new checklists, and configuring business rules such as auto-naming, auto-numbering and auto-filing. The target audience for this training class is a functional/business "power user", and not somebody from IT.
- *Advanced Business Admin Training:* Hands on Prodagio Contract instructor lead training that covers developing, creating and testing automated templates and clauses. The target audience for this training class is a functional/business "power user" with broad knowledge of Microsoft Word. A prerequisite for this training is the successful completion of the Business Admin Training as a prerequisite. Train-the-Trainer User Training is helpful, but not required.

2.5.1 Deliverable

- Deliver Prodagio Business Administrator Guide
- Deliver Prodagio End User Guide

2.5.2 Assumptions

- Prodagio Software will furnish one printed copy each of all user guides and training manuals, and will provide PDF files of same to the customer. The customer will be responsible for the reproduction of any additional user guides and training material.
- Prodagio Contract Training is performed on-site in Chicago, IL.
- The customer will supply a training room with a whiteboard, internet connection, video projector, and enough training computers for each trainee to have their own computer for use during each training session.

2.6 Production Deployment

The deployment phase of the project is comprised of the final configuration and installation of Prodagio Contract, and the transition of Prodagio Contract to the production environment. During this time Prodagio Software will provide direct support for the business users for the first day of 'go live' and remote dedicated support for up to 5 consecutive business days. This time will help ease the transition to new system by being able to address questions or concerns quickly and directly.

2.6.1 Deliverable

- Introduction conference call of Prodagio Contract application support team to customer's support team.
- Transition of customer support team to Prodagio Contract application support and online support tools.
- One day of onsite production go live support.

2.6.2 Assumptions

- The customer is responsible for moving the Prodagio Contract solution into the staging and production environments based on the deployment instructions delivered during this project. If customer wants Prodagio Software support during this process a change order will be created.

2.7 Project Management

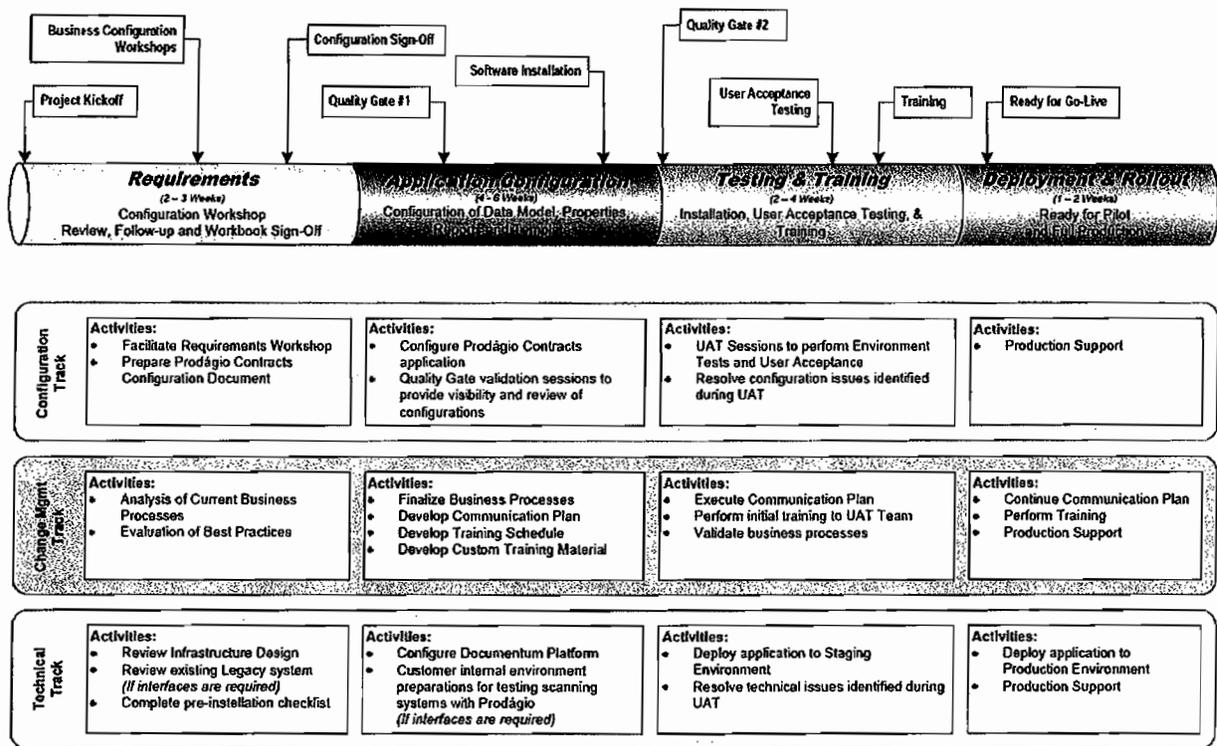
The objective of this task is to manage project tasks, costs, schedule, and communications. Prodagio Software will identify an individual responsible for this task. Sub-tasks include:

- Maintain project communications with the Cook County Project Manager.
- Create and maintain the project plan.
- Identify the project team and assign responsibilities.
- Coordinate and manage the technical activities of the project team.
- Measure and evaluate progress against the project plan.
- Work with Cook County to address deviations from the project plan.
- Manage and track project financials.
- Review and administer the project change control procedure with the Cook County Project Manager.
- Conduct weekly status calls.
- Manage and track the project action log (PAL).

3. TIMELINE

Prodagio Software will ensure that reviews and checkpoints exist for all processes and deliverables. The implementation project plan defines the manner in which the Quality Gate, Training, UAT, and Quality Assurance testing procedures are employed in order to facilitate the implementation processes and to improve the overall quality of the system.

This estimate is a total duration, rather than a reflection of hours required, and incorporates scheduling considerations of customer's resources for workshops, Quality Gate reviews, training, and testing. The estimated duration for the implementation of Prodagio Contract is 4 - 6 weeks from Prodagio Software's receipt of the signed configuration workbook. Depending on resource availability, scheduling of workshops, Quality Gates, training, and UAT, the implementation duration may be less than 4 weeks or longer than 6 weeks. A sample Prodagio Contract implementation timeline is as follows:



4. STAFFING

Prodagio Software is sensitive to the resource constraints found in many organizations today and strives to minimize this impact through proper planning and use of internally developed tools and templates that facilitate the implementation process. The resources of customer are not 100% dedicated to the project, but are optimized through a planned, organized, structured delivery methodology. The two tables below indicate the expected impact on both teams' internal resources.

Cook County

Role	Responsibility	Commitment
Project Sponsor	<ul style="list-style-type: none"> Responsible for key decisions related to project direction 	5%
Project Manager	<ul style="list-style-type: none"> Provides direction to your project team members and facilitates operational aspects of the project on a daily basis, including issue resolution, within your organization. Serves as primary point of contact within customer. Utilization is less than 50% of one resource. 	Up to 40%
IT Infrastructure Resources	<ul style="list-style-type: none"> Coordinates and assists in technical deployment activities and provides the Prodagio Software team access and technical information necessary for implementation and deployment. 	10% - 15%
Contract Management - Business Process Subject Matter Experts	<ul style="list-style-type: none"> Contract management and business analysts that participate in workshops and issue resolution processes in order to define the direction of the business process and details of the required functionality. 	15% - 25%

Prodagio Software

Prodagio Software will provide a team of professionals aligned with the requirements defined by customer. Typically, the core team consists of the following roles.

Role	Responsibility	Commitment
Project Manager	<ul style="list-style-type: none"> Guides the operational aspects of the project, including communicating project status, conducting status meetings, updating and monitoring the project plan, schedule and budget, organizing resources to complete project tasks, and resolving project issues. The Project Manager also provides best practices and serves as the primary point of contact for customer. 	Up to 40%
Industry Consultants	<ul style="list-style-type: none"> Provide insight to best practices and direction around contract management processes and direction into the configuration of Prodagio Contract 	20%
Business Configuration Consultant	<ul style="list-style-type: none"> Provide expertise in the overall design, development, configuration, and deployment of the contracts management system. 	40%
Training Specialist	<ul style="list-style-type: none"> Develops training content specific to customer system and provides onsite training around the various processes & functionality of the contracts management system 	10%
Quality Assurance Specialist(s)	<ul style="list-style-type: none"> Perform testing activities focused on delivering the highest quality products and tools 	10%
Deployment Specialist	<ul style="list-style-type: none"> Performs the Prodagio Contract installation and supports the customer's installations of Prodagio. 	5%

We are unable to commit to the exact resources that will be assigned to the customer project until a project has been officially launched.

EXHIBIT 2

County Schedule of Compensation

5. FEE SCHEDULE

5.1 Implementation Services

Implementation is delivered on a Time and Material Basis. The estimated totals per main activity group are listed below.

Line	Services	Hours	Net Unit Price	Extended Price
1	Configuration Workshop, Workbook Updates, PM, & Analysis	140	\$187.50	\$26,250.00
2	Cloud environment set up - 1 environment	8	\$187.50	\$1,500.00
3	Application configuration - 8 types; 8 templates; Security	168	\$187.50	\$31,500.00
4	Onsite Training & UAT Support - 2 Days * 2 People	36	\$187.50	\$6,750.00
5	UAT remote support - 5 consecutive business days	40	\$187.50	\$7,500.00
6	Production remote support - 5 consecutive business days	16	\$187.50	\$3,000.00
		408		
Implementation Services Subtotal:				\$76,500.00

5.2 Prodagio Contract Training Services

Prodagio Software recommends a "Train-the-Trainer" approach to minimize training costs.

Line	Services	Qty	Net Unit Price	Extended Price
1	Standard Training Material <ul style="list-style-type: none"> • End User Guide • Business Admin Guide • System Admin Guide • Installation Guide • Quick Reference Card 	1	Included (\$15,000 standard fee)	\$0
2	Prodagio Contract Training <ul style="list-style-type: none"> • Train-the-Trainer (1 session) • Business Admin (1 session) • Advanced Business Admin (1 session) • 3 sessions over 2 business days 	3	Included (\$2,800/session standard fee)	\$0
Prodagio Contract Training Services Subtotal:				\$ 0.00

5.3 Implementation Costs

Line		
1	Subtotal Implementation Services	\$76,500.00
2	Special Commercial Concession for Cook County	(\$26,500.00)
Estimated Total including Travel:		\$50,000.00

5.4 Annual License Fee

Yearly Prodagio Cloud Subscription Fees:	Amount
Prodagio Contract: Up to 75 Users and 200GB	\$49,600
Yearly Subscription Fee Sub Total	\$49,600

The License fee of \$49,600 is payable upon contract execution.

5.5 Total Contract Cost

Total Contract Cost	Amount
Implementation Services	\$50,000
License Fee	\$49,600
Total Contract Cost	\$99,600

EXHIBIT 3

UIC Contract (Contract No. CC10001146)

University of Illinois
Expenditure Contract Approval/Routing Form (ECARF)
 Urbana-Champaign • Chicago • Springfield.

For OBFS use only.
Contract No. <u>CC10001146</u>
BOT Approval Date

Department Name: OBFS Purchasing MIC: 560 Fax: 312-996-3135

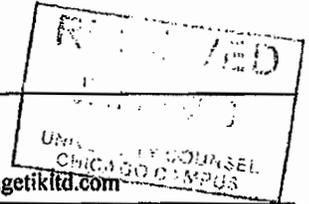
Contact Person: Nancy Dorsch 6-2054

Campus Address: 3 th floor MB Email address: ndorsch@uiro.edu

Contractor/Client: Imagetik Ltd.

Contact Person: Brandon Henderson Phone: 281-334-6970

Address: 2951 Marina Bay Drive, Suite 130, PMB 513, League City, TX 77573 Email address: BHenderson@imagetiktd.com



Provide the information and signatures noted below and submit this form to the appropriate OBFS Campus Purchasing Office.

Attach one (1) copy of a proposed contract. Include the Professional and Artistic Services Information Form (PASIF) if the expenditure is for professional and artistic services in the amount of \$20,000 or more for the life of the contract, including renewal options.

Attach three (2) signed original contracts for final execution.*

Estimated Contract Amt.	\$1,105,500 (3yr) (1st yr = \$965,500)	<input checked="" type="checkbox"/> New Contract	<input type="checkbox"/> Amendment #	<input type="checkbox"/> Other				
Chart	Funds	Organization	Account	Program	Activity	Location	R Sponsored Project, Banner Index Code - Circle one and EFGH - Fund Code:	
All departments must confirm that Contractor is not listed in Exclusions Party websites: http://epbs.arnet.gov and http://www.state.il.us/agency/oig/search.asp . Print confirmation from Exclusions Party websites and attach to this form. If Contractor is listed on either website, University cannot enter into contract with this party. Contact your compliance officer for additional information.							Date OIG Checked:	Date GSA Checked:
Funds Type	<input type="checkbox"/> No Fund <input checked="" type="checkbox"/> Payable		Banner or iBuy Requisition No.:					
Contract Term	Start Date 7/1/10	End Date 6/30/13	Option(s) to Renew	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		Number of Renewals: 2		

Brief Description of Services:
 Contract Management System

Funds payable contracts only:

Basis for Selection (i.e., special qualifications, other firms considered, best price, request for proposal, etc.)	If Contractor has received other fees or compensation from department during the past 12 months.	
RFP NJD181	Date(s) of Service:	Amount(s) Paid:

PRELIMINARY APPROVALS - signatures below certify to statements on following page		The signature of the Department Head or designee is required for all contracts. The signatures below indicate approval for the concept of the attached documents at the amount specified.	
FACULTY/STAFF	Signed/Print Name		Date:
DEPARTMENT HEAD	Signed/Print		Date:
DEAN/DIRECTOR	Signed/Print Name	<i>Maureen de Lourdes Coss</i>	Date: 6/25/10
<i>Required for funds payable of \$25,000 and over and all no fund contracts</i>			
CHANCELLOR or VICE CHANCELLOR or EXECUTIVE DIRECTOR	Signed/Print Name		Date:
<i>Required for funds payable of \$30,000 and over and all no fund contracts</i>			
FINAL APPROVALS			
PURCHASING	Signed by: Print Name	<i>Nancy Dorsch</i>	Date: 6/25/10
UNIVERSITY COUNSEL	Signed Print Name	<i>John B. Ostenda</i>	Date: 6/28/10
DESIGNEE	Printed name and initials of designees are required		
COMPTROLLER'S DESIGNEE	Print Name	<i>Maureen de Lourdes Coss</i>	Initials <i>MC</i> Date: 6/28/10
SECRETARY OF BOARD OF TRUSTEES' DESIGNEE	Print Name	<i>Charlotte Brock</i>	Initials <i>CB</i> Date: 6/28/10
SPECIAL NOTES: <i>Approved as revised 6/25/10 JA.</i>			

By signing the CARE, the Department has read and certifies to all of the following statements:

- A. Unobligated Funds are available to pay the amount of the Contract.
- B. These services are essential and could not be satisfactorily performed by University of Illinois (University) employees.
- C. Services cannot be satisfactorily secured through the University employment process.
- D. Individuals who perform services for any University department are presumed to be employees of the University unless the relationship satisfies IRS standards for Independent Contractor. (See *Business and Financial Policies and Procedures Manual, Section 17.2.*) Note: If the services will be provided by an individual who is not a U.S. Citizen, whether the services will be performed inside or outside the U.S., see *Business and Financial Policies and Procedures Manual, Section 18.2.*

For a Contract with an individual, the following questions must be answered.

Yes No

- Will the individual provide essentially the same service as provided by a University employee?
- Has the individual previously been paid as a University employee to perform essentially the same task?
- Will the University have a legal right to control how the individual will perform or accomplish the service?
- Will the individual supervise or direct University employees as part of the service provided?
- Is it currently expected that the University will hire this individual as an employee immediately following the termination of the contractual service provided?

If the answer to any of the above questions in this section is yes, most likely the relationship of Independent Contractor cannot be established or approved; the individual will be treated as an employee for tax purposes and taxes will be withheld.

If all questions are answered no, most likely the individual is an Independent Contractor. Taxes will not be withheld from payments. If the IRS determines that the Independent Contractor status is incorrect and that this individual should be classified as an employee, the department is responsible for payment of any penalties or back taxes.

Additional detailed information used to determine employee/Independent Contractor status can be found in Section 17.2, Classification of Independent Contractors Versus Employees.

- E. Contractor is the most qualified person/firm available given the constraints of time and cost.
- F. Fee to be paid is appropriate considering the qualifications of the Contractor, the Contractor's normal fee, and the nature of the services required.
- G. No apparent conflict of interest exists in regard to this Contract (See *Business and Financial Policies and Procedures Manual, Section 17.1.*).
- H. If work is performed on University property, utilizes University equipment, or involves a high-risk activity, the University Office of Risk Management, (217) 333-3113, has been contacted to determine if Contractor is required to carry liability insurance for work related to the Contract. If so, such a requirement has been incorporated in the Contract. Note: If contract is a result of a Request for Proposal (RFP), Risk Management review was obtained as a part of that process.
- I. If fee payments are to be made from restricted funds provided by the U.S. Government and/or the State of Illinois, to the best of my knowledge:
 - 1. Either the Contractor is not currently paid 100% from funds provided by the U.S. Government/State of Illinois or approval to pay the contractor fee has been obtained from the Federal sponsor/State of Illinois (Attach copy of approval.); or,
 - 2. The fee to be paid the Contractor does not exceed the maximum allowable rate paid to a GS-18 (daily, weekly, monthly, or annually, as appropriate), or advanced written approval has been obtained from the sponsor. (Attach copy of approval.)
- J. Contractor is a minority, female or disabled owned business as defined in the Business Enterprise for Minority, Female and Persons with Disabilities Act (MAFBE; 30 ILCS 575 et seq., as amended). Yes No

Consideration was given to potential Contractors meeting the criteria of the MAFBE Act. Yes No

If no, explain why a MAFBE Contractor was not considered.

UNIVERSITY OF ILLINOIS

Chicago · Springfield · Urbana-Champaign

**CONTRACT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
IMAGETIK LTD**

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CONTRACT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND IMAGETIK LTD.

ARTICLE 1. INTRODUCTION

This Contract is made and entered into between The Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois whose principal address is at Urbana, Illinois, hereinafter referred to as "University" and Imagetik Ltd. doing business as an partnership of the State of Texas with principal address at 2525 South Shore Blvd, League City, TX 7753 , hereinafter referred to as "Contractor."

ARTICLE 2. DEFINITIONS

Contract Management System also referred as "System" means the contract management system as specified in the Request for Proposal and further detailed in Contractor's proposal.

Key Personnel means the personnel identified by the Contractor as essential to the success of the project and whose qualifications the University relied upon to award the Contract to the Contractor.

Contract means this agreement awarded for the purpose of implementing a contract management system in accordance with the requirements of the University.

ARTICLE 3. SCOPE OF SERVICES

Contractor shall provide the services set forth herein.

3.01 Services to Be Performed

Contractor shall perform necessary consulting services and software to implement a System in accordance with the technical specifications provided in the University of Illinois Request for Proposal (RFP) NJD181 Contract Management System and Contractor's response to RFP NJD 181, and any applicable addenda herein incorporated.

The Contractor shall deliver a fully functional system and provide the necessary training so as to effectively implement the use of the System throughout the University. The purpose of the System is to provide a central repository for all procurement and contract information; provide access to real-time workflow information of all procurement transactions; provide real time contract activity to facilitate contract administration for end users; provide timely alerts for the effective management of contracts; provide reporting capabilities and information necessary to facilitate management decisions; and provide a University-wide management and communication tool. It is expected that the System will allow accessibility of contract information across the entire University.

The system shall be capable of tracking status of procurement and contracting activities, electronic correspondence, and other information related to the procurement and contractual process. Edit capabilities will be necessary in order to extract information that is not relevant to the transaction.

In addition, the system should have capabilities for the preparation of procurement documents and contracts using templates and standard provisions. It should provide a menu of options to the user so as to facilitate the preparation of documents. The tool shall also be flexible to allow for updates in the format and content of documents as the need arises.

Attached hereto as Exhibit 1 is a summary of the key requirements as agreed to by the parties in the request for proposal (RFP) and the Contractors response to it.

This Contract (1): This Contract includes all exhibits attached hereto, End User License and Exhibits A and B attached thereto and Master Services Agreement.

Notwithstanding the foregoing, in the event of any inconsistencies, the details of this Contract shall supersede statements concerning the same subject matter in the attached End User License and Exhibits A and B attached thereto and Master Services Agreement.

3.02 Reports and Other Deliverables

The Contractor shall deliver a fully functional System in accordance with the technical specifications provided by the University and the Contractor's proposal accepted by the University. All reports and deliverables shall be submitted as required by the University and agreed to by the Contractor as detailed in RFP NJD 181, Contractor's response to NJD 181 and any applicable addenda, herein incorporated into this Contract.

3.03 Key Personnel

The Contractor acknowledges that the University relied upon the qualifications of the Key Personnel for the award of this Contract. All Key Personnel identified in the proposal and accepted by the University shall not be replaced without the prior written approval of the University. If the Contractor determines necessary to replace a Key Personnel, it will submit resumes to the authorized representative of the University of personnel having equal or higher qualifications. Contractor will provide key personnel Nick Quattlebaum, Solution Director; George Sofka, Program Manager; Kevin Halloran, Subject Matter Expert; and Michael Hasik, Solution Director as identified in the proposal. Key personnel may not be replaced without the prior written approval of the University.

ARTICLE 4. EFFECTIVE DATE AND DURATION OF CONTRACT

4.01 Term of Contract

The term of this Contract shall be from July 1, 2010 through June 30, 2013 unless terminated as provided herein, or extended by amendment.

4.02 Renewal Option

This Contract is renewable at the option of the University under the same terms and conditions for two (2) additional twelve (12) month periods.

ARTICLE 5. TERMINATION

5.01 Termination for Convenience

University may terminate this contract for convenience upon thirty (30) days prior written notice to Contractor. In the event of termination for convenience, Contractor shall be paid for services satisfactorily performed under this contract up to the effective date of termination.

5.02 Termination for Cause

University may cancel the Contract for breach, as determined by University, for items such as, but not limited to: failure to meet insurance requirements, failure to meet required performance or progress standards as described herein. This cause for breach may include any cessation or

diminution of service which, in the opinion of University, is not in its best interest or any failure to comply with the terms of the Contract.

University shall notify Contractor in writing of any Contract breach. Contractor shall remedy the breach within ten (10) calendar days. If the breach is not remedied in ten (10) calendar days, University may cancel the Contract by giving thirty (30) days notice in writing of its intention to cancel this Contract.

Should University breach any terms or provisions of the Contract, Contractor shall serve written notice on University setting forth the alleged breach and demanding compliance with the Contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, Contractor may cancel the Contract by giving thirty (30) days notice, in writing of its intention to cancel this Contract.

In the event of cancellation for breach, Contractor shall be paid only for work performed up to the date of cancellation in accordance with the professional industry standard of care and the Contract requirements.

In the event of early termination or cancellation for any cause, no payment for services performed will be made until and unless any necessary reports and/or deliverables have been provided.

ARTICLE 6. NOTIFICATION

All communications hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received at the specified notification address. Include the Contract Number (or Purchase Order Number, if applicable) in any notifications.

Notices to University shall be sent to:
Lourdes Coss, Director of Purchasing
University of Illinois at Chicago
809 So. Marshfield Ave. 3rd floor
Chicago, Ill 60612

Notices to Contractor shall be sent to:
Mara Henderson, President
Imagetik Ltd.
2525 South Shore Blvd
League City, TX 77573

ARTICLE 7. UNIVERSITY ADMINISTRATION OF CONTRACT

University Contract Representative named below shall be the University's authorized representative in all matters pertaining to procedures or the administration of the terms and conditions of this Contract. All matters of interpretation and/or approval shall be directed to the University Contract Representative who will be the primary point of contact and coordinate any necessary response.

For information purposes, a University Technical Representative may be indicated below. If listed, the University Technical Representative may be contacted directly by Contractor to discuss technical issues or schedules related to performance of duties and responsibilities in the Contract.

Any substantive changes to any term or condition or work to be performed under the Contract must be made in the form of an amendment to this Contract and signed by original signatories to this Contract.

University Contract Representative:

University Technical Representative:

Lourdes Coss, Director of Purchasing

ARTICLE 8. SUBCONTRACTORS

If any Subcontractor is to be used in the performance of the services required under this Contract, Contractor has provided the name(s), address(es) and amount(s) expected to be paid to Subcontractor(s) and a description of which portion(s) of the work will be subcontracted out is listed below or in a separate Exhibit to this Contract.

Contractor may not use the services of other Contractors or Subcontractors not named herein without prior written permission of University. If at any time during the term of the Contract, a Contractor adds or changes any Subcontractor, Contractor shall promptly notify, in writing, University Contract Representative of the names and addresses and the expected payment each new or replaced Subcontractor will receive under the Contract.

ARTICLE 9. COMPENSATION

9.01 Rate of Compensation

Contractor shall receive compensation at the rate established in accordance to RFP NJD 181 and Contractor's response to RFP NJD 181 for the period of this contract as compensation for all work and services performed. This fee is to include all secretarial, clerical, and similar incidental services. Both parties agree to the compensation payable based on progress payments in accordance with Exhibit 2 herein incorporated.

9.02 Maximum Price

Maximum price for this Contract is the total compensation for the services indicated in RFP NJD181 and Contractor's response to RFP NJD181.

9.03 Method of Payment

University agrees to pay Contractor no more frequently than monthly for services rendered for the contract period in accordance with the amounts specified in this Contract. The rate of payment will be monthly. Any applicable discount will be taken if payment is processed within the stated time. Payment of interest may be available if University fails to comply with the State Prompt Payment Act (30 Illinois Compiled Statutes 540).

University may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any invoice to such extent as University may deem necessary to protect University from loss on account of: a) Unsatisfactory work performed that is not in accordance with the contract requirements or the professional standard of care; b) Failure of Contractor to make required payments to Subcontractors; c) Damage to University property or related liability; or d) Incomplete, inaccurate, or unauthorized billing.

Contractor is responsible for completing the scope of work specified in this Contract. University may withhold final payment until all services, reports and/or other deliverables specified herein have been completed in a form satisfactory to University which meets the Contract requirements and the professional standard of care.

9.04 Method of Billing

To receive payment, Contractor must submit an appropriately itemized invoice to University for services performed and allowable expenses incurred. Invoices are to be sent in duplicate to the University Contract Representative. The Contract Number (or Purchase Order Number, if applicable) must be included on the invoice.

9.05 Increase in Wage Rates or in Materials or Equipment Costs

For the Contract period, it is understood and agreed that should there be any increase in wage rates or in the costs of materials or equipment, or in any other of Contractor's costs, or should Contractor be compelled to pay premium wages for overtime work during the term of this Contract or prior to completion of Contractor's work thereunder, Contractor shall absorb all such increased costs within and without addition to the contract sum.

9.06 Price Escalation

If University decides to exercise any right to renew the Contract, a revised price schedule will be included with the renewal. Cost increases or decreases shall be allowed only at the time of contract renewal.

9.07 Prevailing Wage

Pursuant to the Prevailing Wage Requirements of the Illinois Procurement Code, 30 ILCS 500/25-60, Contractor certifies that the wages to be paid to its employees are no less, and the fringe benefits and working conditions of employees are not less favorable, than those prevailing in the locality where the contract is to be performed in accordance with the Illinois Prevailing Wage Rates issued by the Illinois Department of Labor for that county.

ARTICLE 10. INDEMNIFICATION

Contractor shall indemnify and hold harmless University and University's agents, servants and employees from and against all loss, damage and expense which they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the negligent and/or intentionally wrongful performance of work under the Contract by Contractor or its Subcontractors or any employee of any of them.

ARTICLE 11. INSURANCE

Contractor shall cause a Certificate of Insurance to be issued showing the following required coverage in no less than the minimum coverage limits listed below. The insurance companies providing coverage must have a B+:VI or better rating in the current edition of Best's Key Rating Guide. Contractor must agree to maintain such insurance for the duration of the project or the term for which services will be rendered.

A. Worker's Compensation and Occupational Diseases Employer's Liability (Part B)	Illinois Statutory Limits \$500,000 per occurrence
B. Commercial General Liability (occurrence coverage)	A minimum for each occurrence:
General Aggregate	\$ 1,000,000
Products - Completed Operation Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 2,000,000
Fire Damage	\$ 1,000,000
\$ 100,000	
C. Commercial Auto Liability, if applicable	A minimum for each occurrence:
Combined Single Limit	\$ 1,000,000
OR	
Bodily	\$ 1,000,000
Injury Property	\$ 1,000,000
Damage	

Additional insurance requirements for this contract are checked below:

X Professional Liability – Specialty Errors and Omissions	\$ 1,000,000 per claim
	\$ 3,000,000 in aggregate
Professional Liability – Medical Malpractice	\$ 1,000,000 per claim
	\$ 3,000,000 in aggregate
Employee Dishonesty	\$ 150,000 each occurrence

Umbrella liability insurance may be used to meet the general liability coverage limit requirements.

Subcontractors must comply with the same insurance coverage requirements as Contractor. Subcontractors shall submit the required Certificate of Insurance through the primary Contractor.

With respect to the required Commercial General Liability insurance, The Board of Trustees of the University of Illinois shall be named as an additional insured. In order to meet this requirement, the following wording should appear on any Certificate of Insurance provided: "The Board of Trustees of the University of Illinois is an additional insured for any liability incurred by University arising from the activities of Contractor and/or Subcontractor performing work on behalf of Contractor."

If Professional Liability is required, when any professional services are performed in connection with this Contract, Professional Liability for Contractor and its employees and agents shall be maintained to include coverage for errors, omissions, and negligent acts related to the rendering of such professional services with limits not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. Coverage extensions shall include contractual liability. When policies are renewed or replaced, any retroactive date must coincide with, or precede commencement of services by Contractor or sub-contractor under this Contract. A claims-made policy that is replaced or not renewed must have an extended reporting period not less than two (2) years.

Contractor shall furnish any original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Contract, and any renewal Certificate(s) of Insurance if coverage has an expiration or renewal date occurring during the term of this Contract to the University of Illinois, Purchasing Division, 809 S. Marshfield, m/c 560, Chicago, IL 60612. The receipt of any certificate does not constitute Contract by University that insurance requirements have been met. Failure of University to obtain certificates or other insurance evidence from the vendor/contractor shall not be deemed a waiver by University. Failure to comply with insurance requirements may be regarded as a breach of contract terms.

ARTICLE 12. BONDING – Not applicable

Contractor is required to provide a Performance and Payment Bond or an irrevocable letter of credit in an amount equal to _____% of the maximum total cost of services stated herein. The Performance and Payment Bond shall be signed and sealed by an authorized representative of the bonding company and an authorized representative officer or representative officers of Contractor and shall be attached thereto. Facsimile signatures of company officers and facsimile seals will not be acceptable on the Bond or on the Power of Attorney forms. The Performance and Payment Bond must be submitted within ten (10) days of notification of award.

ARTICLE 13. RIGHTS IN WORK PRODUCT

13.01 Rights in Work Product

"Subject Work Product" as used herein means any and all tangible materials resulting from work first performed under this Contract including all data, documentation, reports or other information, including but not limited to computer programs, writings, sound recordings, pictorial reproduction, drawings, audio-visual materials, graphical representations, copyrights, patents, inventions or discoveries made within the scope of work, defined in scope of services.

13.02 Ownership Rights

Subject Work Product produced in the performance of this Contract shall be owned by University. Contractor represents that Subject Work Product shall be original and not infringing on any pre-existing third party rights. Contractor hereby assigns all right, title and interest in all Subject Work Product to University. Contractor understands the University shall have the exclusive right to use Subject Work Product for any purpose, including but not limited to use, reproduction, distribution, sale, licensing and sublicensing of the Subject Work Product and the development of derivative works based in whole or in part on the Subject Work Product, without further compensation to Contractor.

13.03 Pre-Existing Rights

University acknowledges that in the course of its performance under the Contract, Contractor may use products, software, materials and methodologies proprietary to Contractor ("Pre-existing Material"), and University agrees that it shall have or obtain no ownership rights in such Pre-existing Material. University acknowledges that Contractor provides similar services for a broad range of other clients and agrees that Contractor shall be free to work for other clients in matters that do not involve the use of any Subject Work Product.

Subject to the terms of this Contract, Contractor grants to University a royalty-free, nonexclusive, irrevocable, worldwide license to use, duplicate and disclose, in whole or in part, and to publish, translate, perform and otherwise utilize any such Pre-existing Material which is delivered to University.

Unless the prior written permission of University is obtained, Contractor shall not incorporate in Subject Work Product tangible or intangible property owned by third parties. If University permits third party property to be incorporated into subject Work Product, Contractor shall obtain for University, and others acting on its behalf, a royalty-free, nonexclusive, irrevocable, worldwide license to use, duplicate and disclose, in whole or in part, and to publish, translate, perform and otherwise utilize all such tangible and intangible property at no additional cost to University.

13.04 Use and Publication Restrictions on Contractor

Contractor will not publish, have published, disclose or otherwise disseminate any Subject Work Product except as may be approved in advance, in writing by University.

13.05 No Restrictive Markings

The Contractor shall not put any restrictive markings upon any Subject Work Product unless otherwise specified in this Contract.

13.06 Administrative Confidential Information

The Contractor shall not publish or otherwise disclose in any manner, except to the University and except matters of public record, any information or data obtained under this Contract from private individuals, organizations, or public agencies, whereby the information furnished by any particular person or establishment can be identified, except with the prior written consent of such person or establishment.

13.07 Patents - Inventions

Contractor agrees to furnish University promptly with complete information about any invention or discovery first made while directly working under this Contract. University shall have the sole power to determine whether or not a patent application shall be filed, and to determine the

disposition of the title to and rights under any application or patent that may result. The judgment of University shall be accepted as final, and Contractor agrees to execute all documents and do all things necessary or proper to carry out the judgment of University.

13.08 University of Illinois Campus Guidelines for HTML and Graphics Logo Usage

Contractor must adhere to all guidelines provided for the use of the official local campus designation, logo, and HTML and Graphic/Logo usage for each campus of the University of Illinois. Included in the guidelines for each campus are the following:

For the Chicago campus, see: http://www.uic.edu/home/wdw/logos/uic_logos.shtml

For the Springfield campus, see: <http://www.uis.edu/mediaguides/style/> and see <http://www.uis.edu/webpolicy/guidelines.html>

For the Urbana-Champaign campus, see: <http://www.admin.uiuc.edu/cam/iii/iii-1.html> and

See <http://www.admin.uiuc.edu/log>

For the University as a whole, see http://www.uillinois.edu/our/graphic_standards/

ARTICLE 14. CERTIFICATIONS BY CONTRACTOR

Willfully falsifying certifications or affirmations may subject Contractor to criminal penalties including fines and/or imprisonment. Contractor shall inform University immediately if it would no longer be able to make these certifications or representations at any time during the term hereof.

14.01 Delinquent Payments Certification

Contractor certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. Contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if Contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

14.02 Anti-bribery

Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5 from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

14.03 Loan Default

If Contractor is an individual, Contractor certifies pursuant to 5 Illinois Compiled Statutes 385 that he/she is not in default for a period of six (6) months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education.

14.04 Convicted of Felony

Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

14.05 Barred from Contracting

Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or a similar law of another state.

14.06 Drug Free Workplace

Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this Contract. The Drug Free Workplace Act

requires, in part, that Contractors with twenty-five (25) or more employees certify and agree to take steps to ensure a drug-free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.

14.07 International Boycott

Contractor certifies that pursuant to 30 Illinois Compiled Statutes 582 neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (Public Act 88-671).

14.08 Non-Discrimination and Equal Employment Opportunity

Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). Contractor agrees to incorporate this clause into all Subcontracts under this Contract.

14.09 Record Retention and Audits

30 Illinois Compiled Statutes 500/20-65 requires Contractor (and any Subcontractors) to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to University under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by University and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of University for the recovery of any funds paid by University under this Contract for which adequate books and records are not available.

14.10 State-Appropriated Funds

If this Contract is funded from State of Illinois-appropriated funds, Contractor understands pursuant to 30 Illinois Compiled Statutes 500/20-60(b) that this Contract is subject to termination and cancellation without any penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, Contractor shall be paid for services performed under this Contract up to the effective date of termination.

14.11 Exclusions Party List Certification

Contractor certifies that neither it nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Contractor represents and warrants it has checked the U. S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes

GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the U.S. Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Contractor also represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Contractor's employees and agents. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate contract without penalty to University if Contractor becomes excluded during life of this Contract.

14.12 Labor Certification

Contractor certifies in accordance with 30 ILCS 583/10 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

14.13 Child Labor Certification

Contractor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

14.14 Felony Certification

Contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. Contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

14.15 Environmental Certification

Contractor certifies in accordance with 30 ILCS 500/50-14 that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Civil Penalties of the Environmental Protection Act for a period of five years prior to the date of the bid or contract. Contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

14.16 Illinois Information Technology Accessibility

As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa> as of the date that this contract is executed.

14.17 State Board of Elections

The contractor certifies that they have registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Procurement Code (30 ILCS 500/20-160). Further, the contractor acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

14.18 Federal Funding

If this Contract is federally funded, Contractor certifies that:

- a. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- b. It has not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or

Local) transaction or Contract under a public transaction, violation of Federal or State Antitrust Statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement of receiving stolen property.

- c. It is not presently indicted or criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in Part b of this certification.
- d. It has not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State or Local) terminated for cause or default.
- e. No Federal appropriated funds have been paid or will be paid by Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- f. If any non-Federal funds have been paid or will be paid by Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Federal Standard Form "Disclosure Form to Report Lobbying", in accordance with its instructions.
- g. It shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

ARTICLE 15. MEDICARE ACCESS TO BOOKS AND RECORDS

Contractor agrees to make available upon written request by the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives this Contract and any books, documents and records necessary to verify the costs of services rendered under this Contract. Contractor further agrees to make said Contract, books, documents and records available until the expiration of four (4) years after the services are furnished under this Contract.

In the event Contractor subcontracts any or all of its duties under this Contract to another party and said Subcontract has a value or cost of \$10,000 or more over a twelve (12) month period, Contractor agrees that the Subcontract shall contain a clause requiring the Subcontractor to make available upon written request by the Secretary of Health & Human Services, the Comptroller General of the United States or any of their duly authorized representatives the Subcontract, books, documents and records of the Subcontractor that are necessary to verify the nature of the costs under Subcontract.

ARTICLE 16. TAX STATUS

16.01 University

University is an instrumentality of the State of Illinois, and as such it is exempt from federal income tax under Section 115 of the Internal Revenue Code. The Internal Revenue Service also recognizes University as exempt from federal income tax under Section 501(c)(3). In addition, University is exempt from the following Illinois state and local taxes: Income Tax, Real Property Tax, Retailers' Occupation Tax, Service Occupation Tax, Use Tax and Service Use Tax. Certificates of exemption will be provided upon separate request.

ARTICLE 17. GENERAL PROVISIONS

17.01 Compliance with Laws

Contractor and/or its agents or employees agree to comply with all laws, statutes, regulations, rulings, or enactments of any governmental authority. Contractor shall obtain (at its own expense) from third parties, including state and local governments, all licenses and permissions necessary for the performance of the work.

17.02 Independent Contractor

Contractor shall independently perform all services specified in this Contract, except as provided herein. Contractor shall have sole control over the manner and means of providing the work and services performed under this Contract including the selection and use of any Subcontractors used in the performance of the required services. Contractor's relationship to University under this Contract shall be that of Independent Contractor. Contractor shall not be considered an agent or employee of University for any purpose. Contractor shall not hire University employees to perform any portion of the work or services provided for herein, including clerical, secretarial, and similar incidental services, except with the prior written approval of University.

17.03 Covenant Against Contingent Fees

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by Contractor for purposes of securing business. For breach or violation of this warranty, University shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

17.04 Delay

Neither party hereto shall be liable in damages for any delay or default in performing its respective obligations under this Contract if such delay or default is caused by conditions beyond its control. Such conditions include but are not limited to, acts of God, government restrictions, strikes, fires, floods, or work stoppages, or acts or failures to act of third parties. So long as any such delay or default continues, the party affected by the conditions beyond its control shall keep the other party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending.

17.05 Confidentiality

Any information furnished by University shall be treated as confidential. Contractor shall not disclose information unless specifically authorized and required to do so by law. Contractor is hereby advised that any part of this contract or any materials provided by Contractor and marked as confidential, proprietary, or trade secret, can be protected only to the extent permitted by Illinois Statutes.

17.06 Use of Name

Neither party shall use the name of the other in any written material, including but not limited to brochures, letters, circulars, or advertisements for commercial purposes, without the prior written consent of the other. Contractor may be required to acknowledge sponsorship of work performed under this Contract.

17.07 University's Right of Inspection

University reserves right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualifications of Contractor and any of its Subcontractors throughout the life of the Contract.

17.08 University's Right to Have Work Executed

If Contractor should neglect to execute the work or any part or parts thereof diligently and properly which is a result of the fault of Contractor or fail to perform any provision of the Contract, University, after ten (10) days' written notice to Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.

17.09 Conflict of Interest

Contractor affirms that, to the best of its knowledge, there exists no actual or potential conflict between Contractor's family, business, or financial interests and its services under this Contract; and, in the event of change in either its private interests or services under this Contract, Contractor will raise with University any questions regarding possible conflict of interest which may arise as a result of such change.

17.10 Discrepancies and Omissions

Should anything which is necessary for a clear understanding of the work be omitted from the Contract documents, or should it appear that various instructions are in conflict, Contractor shall secure written instructions from University Contract Representative before proceeding with the work affected by such omissions or discrepancies.

17.11 Parking

University provides no free parking for Contractor, its employees, or its representatives. Contractors may contact University campus parking office for availability of parking in University's lots. All vehicles belonging to Contractor shall clearly display parking permits issued by University campus parking office.

17.12 Governing Laws

This Contract is to be governed and construed in accordance with the laws of the State of Illinois. For venue purposes, it is deemed that all obligations of the parties created hereunder are performed in Cook County, Illinois.

17.13 Waiver

The failure of either party hereto at any time or times to enforce any provision of this Contract shall in no way be construed to be a waiver of such provisions or to affect the validity of this Contract or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Contract.

17.14 Assignment

This Contract may not be assigned, in whole or in part, by either party without the prior written approval of the other party, except in connection with a merger or sale of all or substantially all of the assets of such party provided, however.

17.15 Amendments

This Contract shall not be amended, modified, altered or changed except by mutual agreement confirmed in writing by each party to this Contract. Contractor agrees to waive any and all claims for adjustment in regard to any services performed without prior receipt of an appropriate written amendment.

17.16 Entire Contract

This Contract, attachments, and incorporated references shall constitute the entire Contract between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Contract. In case of any conflict between this Contract and any attachments or incorporated references, the terms of this Contract shall prevail. No modification, renewal, extension, or waiver of this Contract or of any of the provisions of this Contract, shall be binding upon either Contractor or University unless reduced to writing and duly executed as provided for in the Contract.

18. Limitation of Liability.

Except for contractor's breach of confidentiality, intellectual property infringement or indemnification obligations which shall be limited to contractor's insurance limits, neither party will be liable to the other party for special, indirect, punitive, or consequential damages even if that party has been advised of the possibility of such damages. Except for breach of confidentiality, intellectual property infringement or contractor's indemnity obligations which shall be limited to contractor's insurance limits and except amounts payable to contractor from university or reimbursement of contractor's expenses, the liability of both parties and their respective current and future, direct and indirect parent company(ies), subsidiaries, affiliates and their respective directors, officers to each other shall, be limited to the total compensation under this agreement.

APPROVAL AND EFFECTIVE DATE

This Contract shall not be binding until signed by all parties. The persons signing this contract represent and warrant that they have authority to bind their respective parties.

**The Board of Trustees of
the University of Illinois**

By: Walter K. Knorr
Walter K. Knorr, Comptroller *per*

Date: 6/20/10

Attest: Michele M. Thompson
Michele M. Thompson, Secretary

By: Stanley O. Akenberry by Maria de la Cruz Carr
Stanley O. Akenberry, President and
Chief Executive Officer

By: Thomas R. Bearrows by John B. Abatecola
Thomas R. Bearrows, University Counsel and
Chief Legal Counsel

Imagetik Ltd.

FB **Imasitek Ltd.**

By: Falnice BURON



EXECUTIVE DIRECTOR

June 25, 2010

CONTRACT MANAGEMENT SYSTEM

Requirements Summary

Exhibit 1

I. GENERAL RFP REQUIREMENTS

1. User-friendly, web-based, and intuitive system;
2. Require minimum training;
3. As off-the-shelf as possible (minimum customization);
4. Capability to integrate with other systems such as Banner , iBuy, and possibly the Bulletin;
5. Provide a central repository for all procurement and contract information;
6. Provide access to real-time workflow information of all procurement transactions;
7. Provide real time contract activity to facilitate contract administration for end users;
8. Provide timely alerts for the effective management of contracts;
9. Provide reporting capabilities and information necessary to facilitate management decisions;
10. Provide a University-wide management and communication tool;
11. Provide access to contract information across the entire University;
12. Ability to relate/compile in one place electronic correspondence and other information associated with the procurement and contractual process;
13. Provide edit capabilities in order to extract information that is not relevant to the transaction;
14. Capabilities for the preparation of procurement documents and contracts using templates and standard provisions, and have versioning capabilities. It should provide a menu of options to the user so as to facilitate the preparation of documents. The tool should also be flexible to allow for updates and format and content modifications as the need arises.

II. DETAILED RFP FUNCTIONAL REQUIREMENTS

A. Definitions

The functional and technical requirements in the RFP were classified as "required", "very nice to have" or "nice to have". For purposes of the RFP the terms were defined as follows:

1. "Required" means a functional or technical requirement that must be met either through the off-the-shelf solution, customization, or integration with other software.
2. "Very Nice to Have" means a functional or technical requirement that is very desirable to the University.
3. "Nice to have" means a functional or technical requirement that the University desires and for which a solution is sought, but its need may not be immediate.

B. Functionality

Following are the functional requirements for the contract management system and a questionnaire for vendor support and training.

CONTRACT MANAGEMENT SYSTEM

Requirements Summary

Exhibit 1

Priority	Support the Ability
2.7.1.1	Portal Navigation
Required	System shall be a web-based application.
Nice to Have	System should support multiple languages
Required	System shall be capable of presenting a Web-based request form for collecting required information from users. Information is customizable by the University.
Required	System shall provide a role based view per login to expedite execution of tasks and search for data (contract coordinators, managers, etc.). Vendor to provide details of the information that is available according to role.
Nice to Have	System shall provide way for users to customize their view (portal).
Required	User logon will determine the user's access to data and functionality.
Required	System shall provide access to contracts by contract coordinators/management on all campuses (role based).
Required	System shall provide the ability to upload supporting documents throughout the contract lifecycle: [1] contract initiation/request (solicitation documents, worksheets, and other party documents), [2] contract development and negotiation (emails, supporting documents, notes, drafts), [3] full execution of contracts (fully executed contracts and other supporting documentation, and [4] contract close-out documents (final quantities & dollar value).
2.7.1.2	Contract Documents Repository
Required	System shall be a single repository for all contracts (accessible by University unit, contract coordinator, management, legal, risk management).
Required	System shall support grouping by organization, type, project, contract coordinator or other hierarchical structure in the contract repository (college, department, etc.)
Required	Access to working documents (contract and supporting documentation) shall be restricted during the contract negotiation phase. Upon full execution of the contract, the fully executed contract can be accessed with a lower level of security/restriction.
Required	Contract Attachments shall be stored natively in the repository (without the need to link to an external repository).
Required	System shall support tracking of amendments and other contract relationships.
Nice to Have	System should support full-text searchable Repository/Document Management for document storage.
Nice to Have	System should support versioning capability for documents under development that are housed in the repository and provide a history of all the changes to the documents.

CONTRACT MANAGEMENT SYSTEM

Requirements Summary

Exhibit 1

Required	System shall support the ability for users of the system to annotate new documents uploaded to repository.
Nice to Have	System should support an unlimited number of contract types.
Nice to Have	System should support an unlimited number of Meta-Data fields.
2.7.1.3	Workflow and Approvals
Required	System shall provide workflow management capabilities that allow the initiation of an electronic request by the end-user (self-service requests and record creation).
Required	System shall provide the flexibility for reassignment of projects between and within user organizations.
Required	System shall support the assignment of deadlines and owners to all deliverables and tasks.
Nice to Have	System should provide the ability to generate one-time and recurring events.
Nice to Have	System should allow the user to select approvers/approval chains from a pull down menu.
Nice to Have	System should support the delegation of signature authority when the primary signator/delegate is not available.
Required	System shall allow for workflow/approvals to be skipped when approved contract language or templates are used.
Nice to Have	System should provide the ability to record and track unusual risk (either manually or through business rules) to drive the approval process.
2.7.1.4	Authoring, Collaboration, and Templates
Required	System shall support the generation of multiple template-based supporting documents for the same contract (e.g. templates of bid documents, RFPs, addenda, contract, amendments, etc.)
Required	System shall support the ability to store a pre-approved contract clause library to facilitate contract development and standardization of documents and allow the flexibility of customizing documents according to the project (including fallback clauses).
Very Nice to Have	System should provide contract and document templates and "wizards" by contract type.
Required	System shall support the ability to exchange communications and documents between various stakeholders in the contract formation process (Legal, Risk Management, originating unit, and Purchasing/OBDS).
Required	System shall support electronic collaboration with external parties for contract negotiation (minimally sharing of documents with outside parties/clients).
Required	System shall support the ability to integrate with email so related communication can be grouped along with the contract or the system shall support the management of the entire contract formation and negotiations from within the system so all communications are linked to the contract.

CONTRACT MANAGEMENT SYSTEM

Requirements Summary

Exhibit 1

Required	Supports any File Type as an Attachment or Artifact to a contract including but not limited to the following: doc, pdf, xls, email, outlook, and tiff.
Nice to Have	System should support storage of voice files and other image files.
Required	System shall support the ability to store and reference other types of documents such as rate tables, authorized signatures/designees, etc.
Nice to Have	System should support the ability for users to add descriptions to each document uploaded to the system.
Nice to Have	System should provide the ability to extract information from web-forms (self-service) to populate contract fields.
Required	System shall provide a comparison view of all changes along with full history capture.
Very Nice to Have	System should support assembly of contract draft by completing a questionnaire/wizard.
Nice to Have	System should support the capability to generate an Executive Summary that highlights unusual risk, deal value, price, revenue, etc. as defined by the University.
Required	System shall support University tools environment (MS Office, Sharepoint, etc.).
Required	System must allow the assignment of any or all contract document templates to a specific project.
Required	System must allow for versioning of the contract document templates such that contract documents already in process or completed aren't modified to the format of the new contract document template.
Required	System must capture specific University specified contract information as distinct searchable data fields. This information includes but is not limited to: the start and end date of a contract, any renewal options, procurement type, respondent information, the original contract award amount, changes to the contracts and resulting purchase orders.
Required	System must not be implemented in a way that would prevent the implementation of document imaging functionality.
2.7.1.5	Contract Formation and Administration Alerts and Notifications
Required	System shall support the option for sending alerts when a step has not been performed.
Required	System shall support the ability of sending messages to the contract coordinator, client, and others that an action is required/pending (i.e. contract awaiting signatures for full execution).
Nice to Have	System should support the capability to send emails with file attachments.
Nice to Have	System should support the capability to send emails for all contract events and milestones as defined by the user.
2.7.1.6	Security and Administration
Required	System shall support electronic workflow for signature/approval process.
Required	System shall support the capability to send alerts to various parties as

CONTRACT MANAGEMENT SYSTEM

Requirements Summary

Exhibit 1

	specified by the University (client/end-user, contract coordinator, etc.) when specific events occur.
Required	System shall support the ability to monitor University specified events and send alerts to various recipients as defined by the University such as:
Required	Procurement project is reaching its maximum compensation rate beyond anticipated level
Required	Upcoming expiration of contracts or auto-renewal dates (to renew or renegotiate rates, etc.)
Required	Expiring insurance certificates or bonding requirements.
Required	System shall provide an audit trail (time, date, user, modification made, etc.)
Required	System shall provide University defined and University specific features to assist with close-out:
Required	Customized view of projects that have reached their end-date and that should be closed-out.
Required	Provide information on spend and dollars available in the PO.
Required	Provide alerts to both the end-user and buyer to trigger the initiation of contract close-out.
Nice to Have	System should provide an auditable way to track the out of office delegate.
Required	System shall support the reassignment of contract ownership and other tasks.
Nice to Have	System should provide real-time update of the database. Real-time update is preferred over batch update of the database.
Required	System shall support configurable data security by level and role
Required	System shall provide On-line Help for users

2.7.1.7	Searching and Reporting
Required	System shall support the option to sort/search by contract type or status.
Required	System shall provide contract analytics and multidimensional analysis (including capabilities for aging reports, contract formation/lifecycle reports, reports by method of procurement, type of project, dollar value, MAFBE participation, contract number, by vendor, etc.) for both fully-executed and in-process contracts.
Required	System shall provide pre-configured reporting capabilities such as a 180-day and 360-day report, which will help in the development of a buying plan for the University (purchasing and end-user).
Required	System shall support the ability to report on all data fields, including but not limited to contract terms, dollar value, subcontractors, partners, insurance information, cost savings, risk (i.e. malpractice), etc.

CONTRACT MANAGEMENT SYSTEM

Requirements Summary

Exhibit 1

Required	System shall support role based access to results of queries and reports
Required	System shall provide a one-way interface to the University back office system to facilitate report generation based on actual performance. The University's order of preference is: [1] for the system to connect to the University's in-house applications, [2] import data from in-house applications into contract system and [3] contract system to support ODBC interface.
Nice to Have	System should support Ad-hoc reporting capability.
Required	System shall track cycle time based on pre-defined steps, activities, approval level and stages.
Nice to Have	System should support the ability to send reports via email.
Nice to Have	System should support search based on contract meta-data.
Nice to Have	System should support the creation of custom search queries by combining contract meta-data fields using Boolean operators.
Nice to Have	System should support the saving of user created search queries for later use.
Nice to Have	System should support the export of search results in various file formats.
Nice to Have	System should support search based on user defined keywords.
Nice to Have	System should support search based on language in template based documents associated with the contract.
Nice to Have	System should support text-based search on contract attachments that are indexible.
Required	System shall provide near real-time workflow status of procurement and contracts.

III. Technical:

The Contractor shall coordinate with designated University personnel on technical matters throughout the system implementation.

IV Licenses:

The scope includes 300 full user licenses and 1,000 casual user licenses.

Full User	Licensed per Seat	Full Access to all functions allowed in the module	<ul style="list-style-type: none"> • Authenticate through Prodigio Client • Functional limits are controlled by the business admin. • Business and System Admin are considered part for this group 	User profile: Contracts Worker, Procurement Officer, Paralegal
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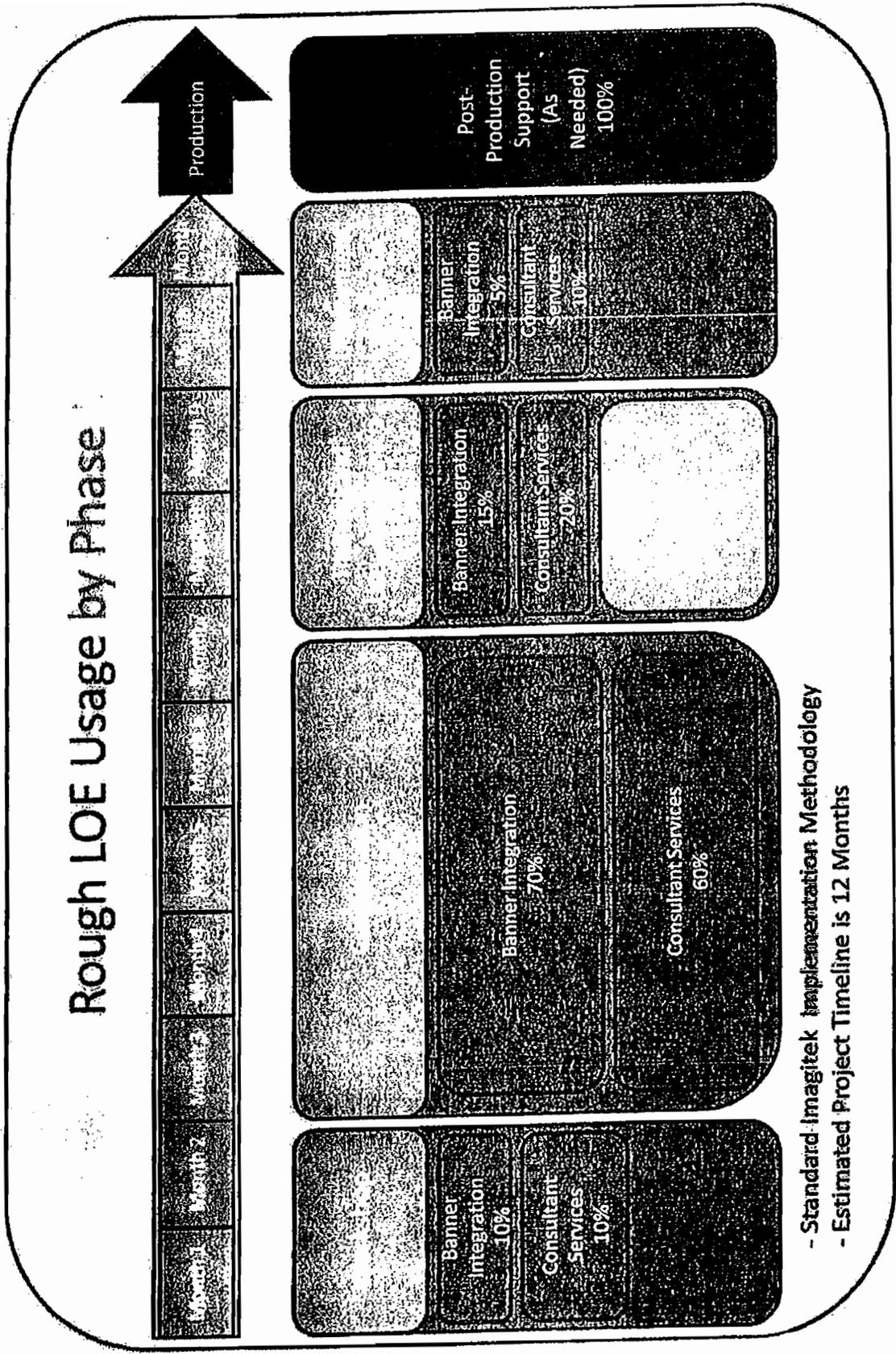
CONTRACT MANAGEMENT SYSTEM

Requirements Summary

Exhibit 1

Casual Use	Licensed Per Seat	Access only to specific functions, which are controlled in the definition of the role built into the software	<ul style="list-style-type: none">• Authenticate through Prodaglo Client• Contributor with limited actions: Create/View/Edit/Search/Approve	User profile: Approvers, Reviewers, Workflow Contributors Occasional Contributors: less than 10 connections/month
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IV Schedule: The Implementation is estimated at approximately 12 months. Implementation will consist of four phases: Workshop, Configuration, Training and Acceptance, and Deployment and Go Live. Post-production support is available as necessary. A preliminary schedule is attached as Exhibit 1, Attachment A. Parties may agree to adjustments to said schedule as necessary.



**Contract Management System
Exhibit 2 - Compensation Schedule**

Description	Compensation	Payment Schedule							Total Compensation											
		Year 1 Estimated Compensation Distribution																		
		Payment upon Contract Award	Workshop	Configuration	Training and User Acceptance	Deployment and Go Live	Year 2	Year 3		Year 4	Year 5									
Software License	\$ 350,000.00	350,000.00																		350,000.00
Maintenance	\$ 70,000.00	70,000.00																		70,000.00
Banner Integration	\$ 185,000.00		\$ 18,500.00	\$ 129,500.00	\$ 27,750.00	\$ 9,250.00														185,000.00
Consultant Services	\$ 185,000.00		\$ 18,500.00	\$ 111,000.00	\$ 37,000.00	\$ 18,500.00														185,000.00
Training (300 hours)	\$ 55,000.00				\$ 55,000.00															55,000.00
Travel	\$ 75,000.00																			75,000.00
Vendor Support	\$ 45,000.00																			45,000.00
Total Payments	\$ 965,000.00	420,000.00	37,000.00	240,500.00	119,750.00	27,750.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	1,245,000.00

Compensation is based on the level of effort and compensation schedule indicated above. Compensation for the different phases is based on percentages estimated below. The estimated distribution of the implementation phases during the first year may be adjusted as necessary if agreed to by both parties. Price includes 300 full user licenses and 1,000 casual user licenses. The license price per full user is \$350 and \$245 for casual user. For the purpose of this contract full user license shall mean those users who may have access to all functions allowed in the module and casual user shall have access limited to their role. Travel and Vendor support will be paid on as-needed basis.

Description	Compensation	Year 1 Estimated Level of Effort Distribution			
		Workshop	Configuration	Training and User Acceptance	Deployment and Go Live
Banner Integration	\$ 185,000.00	10%	70%	15%	5%
Consultant Services	\$ 185,000.00	10%	60%	20%	10%
Training (300 hours)	\$ 55,000.00			100%	

END USER LICENSE AGREEMENT

End User License Agreement (the "Agreement") dated as of June 30, 2010 (the "Effective Date"), by and between Imagitek Ltd. ("Licensor"), a Texas Limited Partnership having its principal place of business at 2525 South Shore Blvd, Suite 202, Houston, Texas and

The Board of Trustees of the University of Illinois ("Customer")
809 South Marshfield Ave. Suite 310
Chicago, IL 60612

- 1. License.** Subject to the terms of this Agreement, Licensor grants to Licensee a perpetual, fully paid, non-exclusive, and nontransferable license to use the machine executable object code of Licensor's software listed on Exhibit A to this Agreement (the "Software"). The license granted hereunder is limited to the number of seats, servers, CPUs or copies of the Software listed on Exhibit A, provided that Licensee may make a reasonable number of additional copies solely for archival or emergency backup purposes. This Agreement may relate to multiple Exhibit A's. Licensee shall affix to each copy of the Software or documentation all copyright and proprietary information notices that were affixed to the original.
- 2. Limitations.** Except as expressly authorized herein, Licensee shall not cause or permit (a) copying or modification of the Software, (b) reverse engineering, decompilation, translation, disassembly, or discovery of the source code of all or any portion of the Software, (c) distribution, disclosure, marketing, rental, leasing or transfer to any third party of the Software, or use of the Software for any dial-up, remote access, interactive or other on-line service from which Licensee receives compensation from subscription fees, (d) transfer of the Software, or (e) export or use of the Software in violation of US laws or regulations.
- 3. License and Maintenance Fees.** Licensee agrees to pay the License Fee and annual Maintenance Fees listed on Exhibit A. The License Fee and first year Maintenance Fee shall be due and payable within thirty (30) days of the Effective Date. Licensee is responsible for all taxes arising from the license or use of the Software and the maintenance services provided hereunder, other than taxes based on Licensor's income. Terms of Software Maintenance are covered under Exhibit B, Software Maintenance.
- 4. Intellectual Property Indemnity.** Licensor will defend and indemnify Licensee for all costs (including reasonable legal fees), damages, and settlement fees arising from a claim that the Software, in the form it is furnished to Licensee and not in combination with other software or applications, infringes a copyright, patent, trade secret or other intellectual property rights of any third party, provided that (i) Licensee notifies Licensor in writing within thirty days of the claim, and (ii) Licensor has sole control of the defense and all related settlement negotiations, and (iii) Licensee provides Licensor with the assistance, information, and authority reasonably necessary to perform such obligations. Licensor shall have no liability for any claim of infringement based on use of a superseded or modified release of the Software if such infringement would have been avoided by the use of a current unaltered release of the Software that Licensor has made available to Licensee. In the event the Software is held or believed by Licensor to infringe, or Licensee's use of the Software is enjoined, Licensor shall have the option, at its expense, to (a) modify the Software to be non-infringing, (b) obtain for Licensee a license to continue using the Software, (c) substitute the Software with other software reasonably suitable to Licensee, or (d) if none of the foregoing remedies are commercially feasible, terminate the license for the infringing Software and refund the license fees paid for that Software. This Section states Licensor's entire liability for infringement.
- 5. Default and Termination.** If a party defaults in its obligations under this Agreement, the non-defaulting party, in addition to any other rights available to it under law or equity, may terminate this Agreement and all licenses granted hereunder by written notice to the defaulting party. Within fifteen (15) days after termination of this Agreement, Licensee shall certify in writing to Licensor that all copies of the Software and related documentation have been destroyed or returned to Licensor. The parties' rights and obligations under Sections 5, 7, 9 and 10 shall survive termination of this Agreement.



6. **Warranty.** Licensor warrants that it has title to and/or the authority to grant the licenses to the Software as provided in this Agreement. Licensee's exclusive remedy with respect to breach of this provision shall be pursuant to Section 4 of this Agreement. Licensor warrants for a period of ninety days from Licensee's productive use of the Software, that the Software will perform the functions described in the documentation when operated in an operating environment recommended by Licensor. This warranty shall not apply to Software which has been modified by Licensee or any party other than Licensor. Licensor does not warrant that the Software will operate in the combinations which Licensee may select for use, or that the operation of the Software will be uninterrupted or error-free, or that all Software errors will be corrected. THE WARRANTIES SET FORTH ABOVE ARE THE ONLY WARRANTIES PROVIDED BY LICENSOR AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S MAXIMUM AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE LICENSE OF THE SOFTWARE OR ANY MATTER RELATED THERETO, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF TOTAL COMPENSATION PAID BY LICENSEE TO LICENSOR PURSUANT TO THIS AGREEMENT.

8. **Assignment.** Licensee may not assign this Agreement (by operation of law or otherwise) or sublicense the Software without the prior written consent of Licensor. Any prohibited assignment or sublicense shall be null and void.

9. **General.** No Purchase order, other ordering document or any hand written or typewritten text which purports to modify or supplement the printed text of this Agreement or any Schedule shall add to or vary the terms of this Agreement unless signed or initialed by both parties. The preprinted terms and conditions of Licensee's purchase order shall not apply. This Agreement replaces and supersedes any prior verbal understandings, written communications or representations.

In Witness Whereof, the parties have executed this Agreement as of the Effective Date.

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

By: Walter K. Knowlton
Name: Walter K. Knowlton
Title: Comptroller

IMAGITEK, LTD.

By: [Signature]
Name: FARRISE BURTON
Title: EXECUTIVE DIRECTOR

June 25, 2010



Schedule of Software – Exhibit A

This Schedule of Software is made as of 5/30/2010 by and between Imagitek Ltd. ("Imagitek"), a Texas Limited Partnership having its principal place of business at 2525 South Shore Blvd, Suite 202, League City, TX and

The University of Illinois ("Customer")
 809 South Marshfield Ave. Suite 310
 Chicago, IL 60612

Software

Product Description	Unit Price	Qty	Discount	Total Price
Prodagio Contacts Full User License	\$1,250	300	72%	\$105,000
Prodagio Contract Casual User License	\$875	1000	72%	\$245,000
Software Total:				\$350,000
Maintenance (20 %)				\$70,000.00
Total				\$420,000.00

License Definitions

Full User	Licensed per Seat	Full Access to all functions allowed in the module	<ul style="list-style-type: none"> Authenticate through Prodagio Client Functional limits are controlled by the business admin. Business and System Admin are considered part for this group 	EXAMPLE: Contracts Worker, Procurement Officer, Paralegal
Casual User	Licensed Per Seat	Access only to specific functions, which are controlled in the definition of the role built into the software	<ul style="list-style-type: none"> Authenticate through Prodagio Client Contributor with limited actions: Create/View/Edit/Search/Approve 	EXAMPLE: Approvers, Reviewers, Workflow Contributors Occasional Contributors: less than 10 connections/month

Payment Terms

- Unless otherwise agreed by parties in writing, Software will be provided on a fixed price basis. Payment is due to Imagitek, Ltd as defined in terms below upon receipt of the Imagitek, Ltd invoice. All pricing is US currency.
- Customer will be invoiced upon execution of this Schedule of Software. Payment terms are net 30.



Exhibit B – Software Maintenance

This Software Maintenance Agreement is entered into, pursuant to the terms of the End User License Agreement between the University of Illinois and Imagitek Limited executed June 30, 2010.

1. System Maintenance and Support

When Licensee requires the support of Licensor, Licensor will provide technical support to assist in troubleshooting, defining, and/ or executing corrective actions as follows:

1.1 Support Roles

The Support Structure is broken into 4 levels.

1st Level of Support

Licensee provides the first formal level of support for the End User Community. All application Service Requests are forwarded to the designated Licensee Support Staff Member(s) for evaluation, bundling, prioritization and approval. Licensee is responsible for 1st level support as part of this standard agreement.

2nd Level of Support

In the 2nd Level of Support, the Licensee-designated internal technical and business resources will assist in initial troubleshooting of the issue, determining path for reproducing the issue, and assessing related hardware (i.e. Application Server, eContent Server) and software status and logs (i.e. Docbroker, Jobs), as well as network and database connectivity. Licensee is responsible for 2nd level support as part of this standard agreement. The 2nd level is responsible for coordination and implementation of any system changes to the Licensee environment for the purpose of remedying support issues. The 2nd level of support is responsible for investigation, diagnosis, and correction of problems related to the Licensee environment not specific to Software.

3rd Level of Support

Licensor will participate in 3rd Level of support.

In the 3rd level of support, Licensor receives Service Requests from (2) authorized contacts, as specified by Licensee. The authorized contact(s) are determined by Licensee and can be changed at any time by notifying Licensor in writing of changes of existing contacts from the list of those authorized.

The 3rd level of support provides support for the investigation, diagnosis, and correction of problems related to the Software.

4th Level Support

The 4th level of support is that of coordination activities with other Vendors whose products are integrated as part of the application / solution. With the exception of Documentum, all 4th level support will be billed in addition to the standard maintenance fee. Licensor will perform these activities when required for system troubleshooting and repair.

Baseline Maintenance Responsibilities

Licensor Responsibilities

The following baseline support services are provided by Licensor without additional fee as part of this maintenance agreement:

Licensor will provide support access as defined in section 3.1 of this agreement. If upon investigation of the issue submitted, it is determined that a material defect exists solely within the base Software code, Licensor will address and remedy the issue at Licensor's expense.

Licensor shall perform code fixes to the base Software product in accordance with the priority level as defined in this agreement, initially determined by Licensee.

Licensor will assist Licensee at the 2nd, and 4th Level support to answer questions on how the system operates. Licensor will assist in troubleshooting issues that cannot readily be identified as a defect or enhancement, as part of this agreement. These services are subject to this agreement. All system enhancement activity would be covered under a separate schedule for services.

If Licensee is running Software on a supported Documentum platform, Licensor will be responsible for support related to performance issues that fall outside of commercially reasonable standards as established by



Documentum and that are caused by Software at no additional cost to Licensee. If after providing the support services it is determined that the performance issues resulted from the Licensee Infrastructure or software other than Licensor Software, Licensor will bill Licensee for the support services in accordance with the terms of this Agreement.

Licensee Responsibilities

Licensee must provide secured remote access to Licensor personnel as part of this support agreement.

1.3 Product Upgrades and Future Releases

Licensor agrees to provide Licensee with access to updates for Software to permit it to function with supported versions of Documentum. Software will be updated to function with new versions of Documentum within a reasonable, industry accepted, standard period of time after Documentum's general release, with intent not to exceed 9 months.

Any and all services to assist customer with implementation of upgrade will be billed in addition to the standard maintenance fee according to the fee schedule established in this agreement.

1.4 Problem Response & Resolution Process

Licensor standard operating hours are from 8:00am to 5:00pm CST – Monday through Friday.

The response time for support shall be accomplished using the priority rank listed in the table below. Response time starts after notification by the Licensee's Technical Representative that service is required. The response and resolution goals set forth below will apply during Licensor's standard operating hours. Licensee and Licensor define the priorities for support with the table below:

Priority	Level of Impact	Description	Initial Response Goal*	Resolution Goal*
1	Critical	Production system is inoperative and business operations are critically impacted, preventing all useful work from being done.	3 Hours	1 Business Day
2	High / Critical	Production system is adversely affected. Productivity is compromised. Work can be done, but is severely limited.	6 Hours	2-5 Business Days
3	Standard / Non-Critical	Production System has a non-critical problem or defect or questions have arisen about product use. Bug disabling only certain nonessential functions. This condition exists when the Licensed Software is usable by Customer, but with limited functions.	24 Hours	5-7 Business Days

Various factors can influence the ability to resolve problems. Some factors are outside the control of Licensor's Technical Support. Response and Resolution Goals provide a framework for communicating our goals and setting expectations. Licensor shall use commercially reasonable efforts to promptly contact Customer to confirm the priority level of the Service Call, and shall use commercially reasonable efforts to respond to, restore and resolve Bug related error reports.

The Initial Response will acknowledge receipt of the support request and initiate coordination of activities required to fulfil the service request. This support agreement does not currently provide a service level agreement for system restoration / data restoration. Licensor will utilize at all times best efforts in the fulfillment of responsibilities with regard to this support structure.



2. Support Services outside of Standard Maintenance

Licensors shall provide the appropriate combinations of resources for the delivery of services in this agreement. The list below explains the skills and experience offered by Licensor resources.

Remote Support			Onsite Support*	
Non-Critical	Critical Within Standard Support Hours of Operation	Critical Outside of Standard Support Hours of Operation	Non-Critical >2 Weeks Notice	Critical <2 Weeks Notice
Maintenance Included in Annual Support Fee	Maintenance Included in Annual Support Fee	\$250/hr	\$225/hr	\$250/hr
3 rd party support \$225/hr	3 rd Party support \$225/hr	\$250/hr	\$225/hr	\$250/hr

* For onsite service, a minimum of 8 hours per day will be invoiced.

System change requests are not included as part of the standard baseline maintenance fee.

All Onsite Support work will be billed at the rates specified above, in addition to the standard support fee. If Extended Support is not purchased, calls outside of the standard operating hours will be billed at the rates specified above, in addition to the standard support fee.

All travel and out of pocket expenses incurred by Licensor, in the scope of on-site support activities for Customer, shall be in accordance with the guidelines set forth in Licensee's Business Travel Policy. All reasonable travel and out of pocket expenses associated with customer on-site support activities will be billed in addition to standard support fees. All travel expenses will be authorized in advance by licensee.

3. Assumptions

3.1 Access to Support

Licensee's Technical Representative or any one of (2) authorized contacts (section 1.1) will coordinate all Service Requests through Licensor's Technical Representative at telephone number 281-334-6970, x-127 or via email at tech_support@imagitek.com. Standard phone based and on-line help desks will contain instructions for reaching the call service outside of standard support hours.

3.2 Network Access to Licensee

Licensee agrees to provide Imagitek appropriate access to the Documentum application, including but not limited to the site's servers.

4. Maintenance Fees

See Exhibit A for maintenance fees

MASTER SERVICES AGREEMENT

The Master Services Agreement (the "Agreement") dated as of June 30, 2010 (the "Effective Date"), by and between Imagitek Ltd. ("Licensor"), a Texas Limited Partnership having its principal place of business at 2525 South Shore Blvd, Suite 202, Houston, Texas and

The Board of Trustees of The University of Illinois ("Customer")
809 South Marshfield Ave. Suite 310
Chicago, IL 60612

Whereas, Consultant and Customer desire to set forth the terms on which Consultant will provide services to Customer from time to time.

Now, Therefore, In consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Master Agreement. This Agreement sets forth the terms upon which Consultant will provide to Customer the materials and services set forth in one or more Exhibit A, in the event of any inconsistency between this agreement and subcontract agreement, the subcontract agreement shall control. Statements of Work signed by Consultant and Customer during the term of this Agreement. This Agreement also sets forth the terms upon which Consultant will provide to Customer materials and services without the execution of a Statement of Work during the term of this Agreement. In the event of any conflict between the terms of this Agreement and any particular Statement of Work, the terms of the Statement of Work shall govern the project to which the Statement of Work relates. Materials and services provided by Consultant to Customer pursuant to this Agreement or any Statement of Work are referred to herein as "Services."

2. Payment for Services. Customer agrees to pay Consultant in the amounts, at the rates, and on the terms set forth in each Statement of Work. If no payment terms are set forth in a Statement of Work, then the following terms shall apply. Consultant will invoice Customer on a time and materials basis at Consultant's then applicable standard rates. Customer will reimburse Consultant for Consultant's reasonable out of pocket expenses incurred in providing Services under this Agreement. Once each month, Consultant shall invoice Customer for the Services and expenses incurred during the prior one month period. Invoices shall be payable within 30 days after receipt.

3. Consultant Personnel. Consultant shall be solely responsible for the compensation of its personnel, including the payment of salary, benefits and employment-related taxes and withholding. If Customer is dissatisfied with the performance of any of Consultant's personnel assigned by Consultant to provide Services to Customer, Customer shall notify Consultant of the details of the unsatisfactory performance. At the request of Customer, Consultant will immediately remove from a project any individual who is unsatisfactory to Customer and replace the unsatisfactory individual within a reasonable period of time. Consultant shall be permitted to use subcontractors to provide Services under this Agreement, provided that Consultant shall be responsible for the performance of its subcontractors.

4. Confidentiality. In the course of performing or receiving Services in connection with this Agreement, Consultant or Customer (each, when receiving information, the "Receiving Party") may be given or have access to, confidential and proprietary information of the other party (the "Disclosing Party") and the Disclosing Party's affiliates, subsidiaries, business partners, and licensors, including, but not limited to, pricing information, marketing strategies and tactics, research and development information, operation of its computer systems and/or data relating to the approval, administration, use or experience relating to any or all of the Disclosing Party's products (whether marketed or in development), business proposals, manufacturing and distribution processes, customer lists, computer software and related documentation, financial information, and employee data, whether tangible or intangible, and including all copies, analyses and derivatives thereof), that is marked or otherwise identified as proprietary or confidential at the time of disclosure, or which by its nature would be understood by a reasonable person to be sensitive, proprietary or confidential (collectively, "Confidential Information"). The Receiving Party shall not, without the Disclosing Party's prior written consent, disclose to any third party, any Confidential Information. The Receiving Party shall employ the same standard of care in protecting the Confidential Information as it would employ to protect its own confidential information, but shall in no event use less than reasonable care. The Receiving Party shall disseminate Confidential Information to its employees, agents and independent contractors only on a "need-to-know" basis. The Receiving Party shall cause each of its employees, agents and independent contractors who has access to Confidential Information to comply with the terms of this Section in the same manner as it is bound by this Section, with the Receiving Party remaining responsible for the actions and disclosures of any such employees, agents or independent contractors.



For purposes hereof, "Confidential Information" does not include information that (i) was rightfully in the Receiving Party's possession without restriction before disclosure hereunder, (ii) was or became public knowledge through no fault of the Receiving Party, (iii) was rightfully disclosed to the Receiving Party without restriction by a third party not bound by a confidentiality restriction, or (iv) was independently developed by the Receiving Party or its employees or agents without reliance on such information. The restrictions in this Section shall not prevent disclosures required by law, court order or other governmental order or demand; provided that the Receiving Party has provides prompt written notice and assistance to Disclosing Party prior to such disclosure, so that the Disclosing Party may seek a protective order or other appropriate remedy to protect against or limit such disclosure.

5. Deleted

6. Limited Warranty and Liability. Consultant warrants that the Services provided hereunder will be of a professional quality conforming to generally accepted industry standards. In addition, Consultant represents and warrants that (a) none of the Services or any part of this Agreement is or will be inconsistent with any obligation Consultant may have to others; (b) the Services or Work Products as they are delivered to Customer will not infringe, misappropriate or violate any intellectual property or other right of any person or entity; (c) Consultant has the full right to provide Company with the assignments and rights provided for herein (including without limitation, through execution of appropriate written agreements with its employees, agents and contractors).

THE FOREGOING WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY DISCLAIMED.

EXCEPT IN THE CASE OF BREACH OF CONFIDENTIALITY OR INFRINGEMENT, IN NO EVENT SHALL CONSULTANT OR CUSTOMER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, OWNERS OR OFFICERS BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AMOUNTS PAYABLE BY CUSTOMER TO CONSULTANT FOR SERVICES OR REIMBURSEMENT OF EXPENSES, AND EXCEPT IN THE CASE OF BREACH OF CONFIDENTIALITY OR INFRINGEMENT, THE LIABILITY OF CONSULTANT AND CUSTOMER AND THEIR RESPECTIVE EMPLOYEES, AGENTS, OWNERS AND OFFICERS SHALL BE LIMITED TO THE AMOUNT RECEIVED BY CONSULTANT FROM CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD PRECEDING THE CLAIM. No action, regardless of form, shall be brought against either party or its employees, agents, owners or officers more than one year after the occurrence of the circumstances giving rise to the cause of action became known to such party.

7. Term and Termination. This Agreement shall commence on the Effective Date and will continue in full force and effect until terminated as provided herein. This Agreement may be terminated, in whole or in respect of any particular Statement of Work, by either party upon ten days prior written notice to the other party. Notwithstanding the foregoing, in the event that Customer does not pay any invoice within ten days of the date payment was due, Consultant shall have the right to immediately terminate this Agreement or any related Statement of Work by notice to Customer, or leave the Agreement in place and cease all work under any active Statements of Work.

If this Agreement is terminated in accordance with the terms hereof, Consultant shall stop work and act diligently to minimize further costs. In the event of any early termination of this Agreement, Customer shall pay Consultant for the Services delivered through the date of termination and the reasonable non-cancelable costs and expenses incurred by Consultant up to the effective date of termination (but in no event more than the total amount payable for the applicable phase). The provisions of Sections 4 through 19 shall survive any termination or expiration of this Agreement.

8. Waiver of Compliance. Neither party shall by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other shall not be construed as or constitute a continuing waiver of such breach or of other breaches of the same or other provisions of this Agreement.



9. Force Majeure. If the performance of any obligation under this Agreement by either party (other than the obligation to pay amounts due hereunder) is prevented, restricted, or interfered with by reason of war, revolution, civil commotion, acts of public enemies, blockade, embargo, strikes, any law, order, proclamation, regulation, ordinance, demand, or requirement having a legal effect of any government or any judicial authority or representative of any such government, which is beyond the reasonable control of the party affected, then the party so affected shall, upon giving prior written notice to the other party, be excused from such performance to the extent of such prevention, restriction, or interference, provided that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Neither party shall be in default if any delay or failure to perform any obligation hereunder (other than the obligation to pay amounts due hereunder) that is caused by events beyond such party's control.

10. Partial Illegality. It is intended that this Agreement shall not violate any applicable law and the unenforceability or invalidity of any provision (other than the provisions obligating Customer to make payments to Consultant) shall not effect the force and validity of any other provision and such invalid provisions shall be deemed severed from this Agreement, and, if permissible, be replaced with terms which as closely as possible approximate the intent of such invalid provisions.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

12. Headings. The headings contained in this Agreement are for convenience of reference only and do not qualify or affect in any way the meaning or interpretation of this Agreement.

13. Construction of Agreement. Each party represents that it has carefully read and fully understands the scope and effect of all the provisions of this Agreement, and that it was offered such period as it deemed necessary to consider it. Consequently, any language deemed to be ambiguous contained herein shall not be construed in favor of one party over the other.

14. Relationship. Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not as partner, joint venturer, employer, employee or agent of the other and shall not bind nor attempt to bind the other to any contract. Consultant is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Workers' Compensation Insurance.

In Witness Whereof, the parties have executed this Agreement as of the Effective Date.

THE UNIVERSITY OF ILLINOIS

By: Walter K. Knorr
Name: Walter K. Knorr
Title: Comptroller

IMAGITEK, LTD.

By: FABRICE BOURN
Name: FABRICE BOURN
Title: EXECUTIVE DIRECTOR

June 25, 2010

EXHIBIT 4

Evidence of Insurance

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/01/2012

PRODUCER
Sullivan Insurance Group, Inc.
10 Chestnut Street
Suite 1010
Worcester, MA 01608-2804

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Imagitek, LTD dba Prodigio Software
2951 Marina Bay Drive, Suite 130
League City, TX 77573

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	OneBeacon Insurance Group	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	711011861	04/01/11	04/01/12	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	711011861	04/01/11	04/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	711011861	04/01/11	04/01/12	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	406033914	04/01/11	04/01/12	WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
A		OTHER Technology Errors & Omissions	711011861	04/01/11	04/01/12	\$3,000,000 Aggregate \$50,000 Deductible 02/16/1998 Retro Date	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Evidence of Liability Insurance for the Named Insured

CERTIFICATE HOLDER

CANCELLATION 10 Days for Non-Payment

Cook County
118 N. Clark Street
Chicago, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John T. Andreoli

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.