

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 1318-12771

Payroll Tax Data Integrator Solution and Software Maintenance

BETWEEN



**COOK COUNTY GOVERNMENT
BUREAU OF TECHNOLOGY**

AND

SPINNAKER SUPPORT, LLC

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

JUN 19 2013

COM _____

**Toni Preckwinkle
President**

**Shannon E. Andrews
Chief Procurement Officer**

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	4
ARTICLE 1) INCORPORATION OF BACKGROUND	4
ARTICLE 2) DEFINITIONS.....	4
a) Definitions.....	4
b) Interpretation.....	5
c) Incorporation of Exhibits	6
d) Order of Precedence.....	6
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT.....	6
a) Scope of Services.....	6
b) Deliverables	7
c) Standard of Performance.....	7
d) Personnel.....	8
e) Minority and Women's Business Enterprises Commitment	9
f) Insurance	9
g) Indemnification.....	11
h) Confidentiality and Ownership of Documents	11
i) Patents, Copyrights and Licenses	12
j) Examination of Records and Audits	13
k) Subcontract Subcontracting or Assignment of Contract or Contract Funds.....	14
ARTICLE 4) TERM OF PERFORMANCE.....	15
a) Term of Performance	15
b) Timeliness of Performance	15
c) Agreement Extension Option.....	15
ARTICLE 5) COMPENSATION	15
a) Basis of Payment.....	15
b) Method of Payment.....	16
c) Funding	16
d) Non-Appropriation.....	16
e) Taxes	16
f) Price Reduction.....	17
g) Contractor Credits.....	17
ARTICLE 6) DISPUTES	17
ARTICLE 7) COMPLIANCE WITH ALL LAWS	17
ARTICLE 8) SPECIAL CONDITIONS.....	18
a) Warranties and Representations.....	18
b) Ethics.....	19

c) Joint and Several Liability 19
 d) Business Documents 19
 e) Conflicts of Interest..... 19
 f) Non-Liability of Public Officials..... 20
 ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
 AND RIGHT TO OFFSET 20
 a) Events of Default Defined 20
 b) Remedies..... 21
 c) Early Termination 22
 d) Suspension 23
 e) Right to Offset..... 24
 f.) Delays 24
 g.) Prepaid Fees 24
 ARTICLE 10) GENERAL CONDITIONS 25
 a) Entire Agreement 25
 b) Counterparts 25
 c) Modifications and Amendments 26
 d) Governing Law and Jurisdiction..... 26
 e) Severability 26
 f) Assigns..... 27
 g) Cooperation..... 27
 h) Waiver 27
 i) Independent Contractor..... 27
 j) Governmental Joint Purchasing Agreement 28
 ARTICLE 11) NOTICES..... 28
 ARTICLE 12) AUTHORITY 29

Economic Disclosure Statement
 Signature Pages

List of Exhibits

- Exhibit 1 Support Services Addendum
- Exhibit 2 Statement of Work – JD Edwards World A7.3 Payroll Maintenance Services
- Exhibit 3 Statement of Work – JD Edwards One World Financials Maintenance Services
- Exhibit 4 Statement of Work - Spinnaker Q Series Integrator Implementation & Ongoing Support
- Exhibit 5 JD Edwards Software License Agreement, Addendum and Attachments
- Exhibit 6 Evidence of Insurance
- Exhibit 7 Board Authorization

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of the Bureau of Technology hereinafter referred to as "County" and Spinnaker Support, LLC, doing business as a limited liability company of the State of Colorado hereinafter referred to as "Consultant" or "Contractor" or "Spinnaker", pursuant to authorization by the Cook County Board, as evidenced by Board Authorization letter attached hereto as EXHIBIT "7".

BACKGROUND

The County of Cook has conducted thorough market research into solutions for the upcoming incompatibility between its payroll software and payroll tax withholding provider. Based upon this research, the County concludes that Spinnaker offers the only software solution to integrate the County's payroll software and payroll tax withholding provider after the date of incompatibility. Thus, the County's procurement of the software and services provided under this contract is proper under Section 34-139 of its Procurement Code.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"**Agreement**" or "**Contract**" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Chief Procurement Officer**" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"**Department**" means the Cook County Using Department.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" means any person or entity with whom Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

b) Interpretation

i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

- Exhibit 1 Support Services Addendum
- Exhibit 2 Statement of Work – JD Edwards World A7.3 Payroll Maintenance Services
- Exhibit 3 Statement of Work – JD Edwards One World Financials Maintenance Services
- Exhibit 4 Statement of Work - Spinnaker Q Series Integrator Implementation & Ongoing Support
- Exhibit 5 JD Edwards Software License Agreement, Addendum and Attachments
- Exhibit 6 Evidence of Insurance
- Exhibit 7 Board Authorization

d) Order of Precedence

This Agreement shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Articles 1 through 12 of the Agreement
2. Exhibit 1, Support Services Addendum
3. Exhibit 2, Statement of Work – JD Edwards World A7.3 Payroll Maintenance Services
4. Exhibit 3, Statement of Work – JD Edwards One World Financials Maintenance Services
5. Exhibit 4, Statement of Work – Spinnaker Q Series Integrator Implementation & Ongoing Support
6. Exhibit 5, JD Edwards Software License Agreement, Addendum and Attachments
7. Economic Disclosure Statement.

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in applicable exhibits, which are attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, and the County provides written notice to Consultant describing such failure within ninety (90) days following Consultant's performance of the non-compliant Services, then Consultant must perform again, at its own expense, all such Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy

of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in the applicable exhibits.

iii) Salaries and Wages

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) Insurance To Be Provided

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less

than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section.

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 6) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-

insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(2) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(3) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(4) Consultant must require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims brought by third parties to the extent arising out of or incident to the performance or nonperformance of Contractor in breach of this Contract, or the willful or negligent acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records,

materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County by Contractor or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

Notwithstanding the foregoing, Contractor will have no obligation under this Section 3(i) or otherwise with respect to any infringement claim based upon (A) any use of a Deliverable or

Contractor-provided equipment, hardware and/or software contrary to this Agreement, (B) any use of a Deliverable or Contractor-provided equipment, hardware and/or software in combination with other services, products, equipment, software or data that Contractor has defined herein as impermissible for use with such Deliverable or Contractor-provided equipment, hardware and/or software, (c) any information, software code or other materials furnished to Contractor by the County, its agents, representatives and suppliers, including the County's specifications, (d) any unauthorized and/or unlicensed activities by the County, its agents, representatives and suppliers, or (e) any modification of a Deliverable or Contractor-provided equipment, hardware and/or software by any person other than Contractor or its authorized agents or subcontractors.

j) Examination of Records and Audits

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller

General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Chief

Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board ("Effective Date") and continue until June 30, 2014 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant will use commercially reasonable efforts to provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and applicable exhibits.

ii) Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County; provided, however, Contractor shall have no liability for deficiencies in the Services resulting from the acts or omissions of the County, its agents or employees.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to (2) two additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedules of Compensation in the attached applicable exhibits for the successful completion of services. Unless amended according to the provisions of Article 10 of this Agreement, the compensation for services shall not exceed the total amount of \$390,000.00 and shall not exceed the following subtotal amounts:

- 1) a \$50,000 maximum amount for services delivered pursuant to Exhibit 2, Statement of Work – JD Edwards World A7.3 Payroll Maintenance Services;
- 2) a \$265,000 maximum amount for services delivered pursuant to Exhibit 3, Statement of Work – JD Edwards One World Financials Maintenance Services

- 3) a \$75,000 maximum amount for services delivered pursuant to Exhibit 4, Statement of Work – Spinnaker Q Series Integrator Implementation & Ongoing Support

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached applicable exhibits. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include “past due” amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The source of funds for payments under this Agreement is identified in applicable exhibits. Payments under this Agreement must not exceed the dollar amount shown in applicable exhibits without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Price Reduction

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of

the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted

to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (iv) Failure to comply with Section 7a. in the performance of the Agreement.
- (v) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days (provided that for any default under Section 9(a)(ii), Consultant shall be given a 30 day cure period), unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default

notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- ii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iii) The right to money damages;
- iv) The right to withhold all or any part of Consultant's compensation under this Agreement;
- v) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must

cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45

days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f.) Delays

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever (excluding causes resulting from the County's breach of this Agreement or the negligence of the County, its agents and/or employees) during the progress of any portion of this Contract.

g.) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination. Notwithstanding the foregoing, in the event certain prepaid Services are provided on an "annual", "semi-annual", or "quarterly" basis (e.g. annual, semi-annual, or quarterly support services) and the County terminates such Services for convenience, the County shall not be entitled to any refund of the applicable annual fee previously paid.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Modifications and Amendments

In the case of Contracts approved by the Chief Procurement Officer, the Chief Procurement Officer may amend a contract provided that any such amendment(s) does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. In the case of contracts approved by the Board, the CPO shall have the authority to execute Contract amendments on Contracts approved by the Board; provided, however, that the total of such amendments does not extend the Contract by more than one (1) year and does not increase the original Contract by more than \$150,000.00 during the term of the Contract. The "amount" of a Contract shall mean the maximum amount payable under such Contract.

No person has the power or authority to approve, authorize or execute an amendment to the Contract in the amount of \$150,000.00 or more without approval of the County Board. No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Board, or where applicable, the Chief Procurement Officer is void and unenforceable.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: COOK COUNTY BUREAU OF TECHNOLOGY
69 W. Washington St., Suite 2700
Chicago, Illinois 60602
Attention: Chief Information Officer
(Include County Contract Number on all notices)

and

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Spinnaker Support
231 Milwaukee Street, Suite 200
Denver, CO 80206
Attention: Mr. Brett Miller, Controller

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

**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.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.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, 9: 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; Section 8 is the form for a Limited Liability Corporation, and Section 9 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.

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)
- 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: IYKA Enterprises, Inc. (MBE/WBE)

Address: 18 North Broadway, Suite "B", Aurora, IL 60174

E-mail: Poonam@IYKA.com

Contact Person: Poonam Gupta-Krishnan Phone: (630) 372-3900

Dollar Amount Participation: \$ _____

Percent Amount of Participation: 35%

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X 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.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: NYKA Enterprises, Inc.

Certifying Agency: Cook County

Address: 18 N. Broadway, Suite "B"

Certification Expiration Date: April 17, 2014

City/State: Aurora, IL Zip 60174

FEIN #: 36-4404913

Phone: (630) 372-3800 Fax: (630) 444-2166

Contact Person: Poonam Gupta-Krishnan

Email: poonam@nyka.com

Contract #: (630)661-3852

Participation: Direct Indirect

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

No Yes - Please attach explanation. Proposed Subcontractor: N/A

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

Consulting and project management

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

35%
Net 30

(If more space is needed to fully describe MWBE 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.

Poonam Gupta
Signature (MWBE)

Matthew Steve
Signature (Prime Bidder/Proposer)

Poonam Gupta-Krishnan
Print Name

Matthew Steve
Print Name

Nyka Enterprises, Inc.
Firm Name

Spinner Support, LLC
Firm Name

May 20, 2013
Date

May 20, 2013
Date

Subscribed and sworn before me

this 20 day of May, 2013

Notary Public: Amy Collins

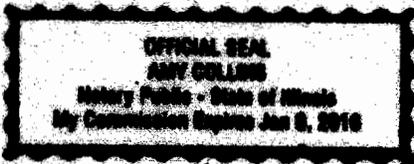
SEAL

Subscribed and sworn before me

this 20th day of May, 2013

Notary Public: Brett A Miller

SEAL



THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT

Carleen Collins
Robert Steele
Jerry Butler
Stanley E. Moore
Deborah Shaw
Joan P. Murphy
James G. Garvin
Elsie Royce
Peter N. Stavecki

1st Dist.
2nd Dist.
3rd Dist.
4th Dist.
5th Dist.
6th Dist.
7th Dist.
8th Dist.
9th Dist.

Bridget Gainer
John P. Deley
John A. Fitzhugh
Lawrence Sullins
Gregg Goslin
Timothy G. Schneider
Jeffrey R. Tobolski
Elizabeth Ann Doody Gorman

10th Dist.
11th Dist.
12th Dist.
13th Dist.
14th Dist.
15th Dist.
16th Dist.
17th Dist.



COOK COUNTY
BUREAU OF FINANCE
OFFICE OF CONTRACT COMPLIANCE
JACQUELINE GOMEZ
DIRECTOR

County Building
118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL: (312) 603-5502

April 17, 2013

Ms. Poonam Gupta
President
Iyka Enterprises, Inc.
16 North Broadway 1st Floor Suite B
Aurora, IL 60505

Annual Certification Expires: April 17, 2014

Dear Ms. Gupta:

Congratulations on your continued eligibility for Certification as a MBE/WBE by Cook County Government. This annual MBE/WBE Certification is valid until April 17, 2014.

As a condition of continued certification during this three (3) year period, you must file a "No Change Affidavit" within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for certification.

Cook County Government may commence action to remove your firm as a MBE/WBE vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm will be listed on the Internet in the next edition of the Cook County Directory of Minority, Women and Veteran Business Enterprises. Your area of specialty will be listed as:

TECHNOLOGY: CUSTOM SOFTWARE DEVELOPMENT; IT CONSULTING; DATABASE DESIGN AND INTEGRATION; WEB APPLICATION AND PORTALS

Your firm's participation on County contracts will be credited toward MBE or WBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credited toward MBE or WBE goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

2016



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 its 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 86-1459 (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.

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:

Not Applicable

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 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 Spinnaker Support, LLC D/B/A: _____ EIN NO.: 32-0257024

Street Address: 231 Milwaukee Street, Suite 200

City: Denver State: Colorado Zip Code: 80206

Phone No.: 720-457-5433

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Limited Liability Corporation

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>Spinnaker Management Group, LLC</u>	<u>231 Milwaukee Street, Suite 200, Denver, CO 80206</u>	<u>100%</u>

(Spinnaker Management Group, LLC solely owns the applicant and is solely controlled by the parties identified in item 3)

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
_____	_____	_____

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
<u>Mathew Stava</u>	<u>231 Milwaukee Street, Suite 200 Denver, CO 80206</u>	<u>50%</u>	<u>Owner</u>
<u>Robert Benson</u>	<u>231 Milwaukee Street, Suite 200 Denver, CO 80206</u>	<u>50%</u>	<u>Owner</u>

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.

Mathew N. Stava
 Name of Authorized Applicant/Holder Representative (please print or type)

Managing Principal
 Title

Mathew N. Stava
 Signature

February 19, 2013
 Date

mstava@spinnakermgmt.com
 E-mail address

303-355-5357
 Phone Number

Subscribed to and sworn before me
 this 19th day of February, 2013.

My commission expires:

BRETT A MILLER
 NOTARY PUBLIC
 STATE OF COLORADO
 My Commission Expires 7/26/2013

x *Brett Miller*
 Notary Public Signature

Notary Seal



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/cc_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/Employee: Robert Benson Title: Managing Principal

Business Entity Name: Spinnaker Support, LLC Phone: 720-457-5433

Business Entity Address: 231 Milwaukee St, Ste 200, Denver, CO 80206

_____ 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/Employee 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.

Robert Benson 6/14/13
Owner/Employee's Signature Date

Subscribe and sworn before me this 14th Day of June, 2013

a Notary Public in and for Denver County

Brett A Miller
(Signature)

My Commission Expires
07/26/2013

NOTARY PUBLIC SEAL **BRETT A MILLER**
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 7/26/2013

My Commission expires _____

Completed forms 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)

Not Applicable

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 Not Applicable

(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 Not Applicable
(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 PARTNERSHIP (AND/OR A JOINT VENTURE) Not Applicable
(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 PARTNERSHIP (AND/OR A JOINT VENTURE) Not Applicable
(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 PARTNERSHIP (AND/OR A JOINT VENTURE) Not Applicable
(SECTION 7)

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BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

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*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 LIMITED LIABILITY 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 Procurement Director 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: Spinnaker Support, LLC

BUSINESS ADDRESS: 231 Milwaukee St, Ste 200, Denver, CO 80206

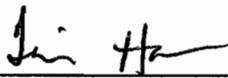
BUSINESS TELEPHONE: 303-457-5489 FAX NUMBER: 303-321-2710

CONTACT PERSON: Brett Miller, Controller

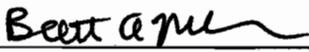
FEIN: 32-0257024 * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: Mathew Stava MANAGING MEMBER: Robert Benson

**SIGNATURE OF MANAGER: 

ATTEST: 

Subscribed and sworn to before me this
14th day of June, 2013

x 
Notary Public Signature



Notary Seal

- * If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- ** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

**SIGNATURE BY A LIMITED LIABILITY 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 Procurement Director 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.

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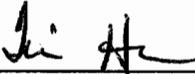
BUSINESS TELEPHONE: 303-457-5489 FAX NUMBER: 303-321-2710

CONTACT PERSON: Brett Miller, Controller

FEIN: 32-0257024 * CORPORATE FILE NUMBER: _____

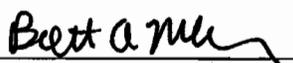
MANAGING MEMBER: Mathew Stava MANAGING MEMBER: Robert Benson

**SIGNATURE OF MANAGER: 

ATTEST: 

Subscribed and sworn to before me this
14th day of June, 2013



x 
Notary Public Signature

Notary Seal

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(SECTION 8)

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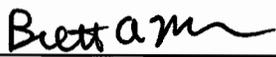
FEIN: 32-0257024 * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: Mathew Stava MANAGING MEMBER: Robert Benson

**SIGNATURE OF MANAGER: 

ATTEST: 

Subscribed and sworn to before me this
14th day of June, 2013

x 
Notary Public Signature

BRETT A MILLER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 7/26/2013

Notary Seal

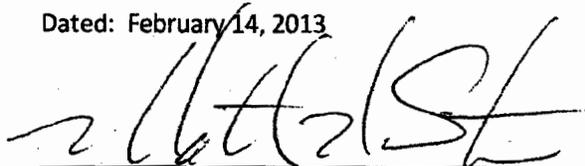
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- ** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

**SPINNAKER MANAGEMENT GROUP, LLC
AND
SPINNAKER SUPPORT, LLC**

RESOLUTION BY MEMBERS

The Members of Spinnaker Management Group, LLC and Spinnaker Support, LLC, hereby authorize Mathew N. Stava to sign, on behalf of the LLC, the signature pages of the Cook County Economic Disclosure Statement and Execution Document.

Dated: February 14, 2013



Mathew N. Stava, Member



Robert F. Benson, Member

SIGNATURE BY A CORPORATION Not Applicable
(SECTION 9)

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 Not Applicable
(SECTION 9)

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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.

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(SECTION 9)

Not Applicable

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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 10)

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

John G. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 28 DAY OF June, 2013.

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

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

1318-12771

OR

ITEM(S), SECTION(S), PART(S): N/A

TOTAL AMOUNT OF CONTRACT: \$ 390,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 19 2013

APPROVED AS TO FORM:

N/A

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

COM _____

EXHIBIT 1

Support Services Addendum

EXHIBIT 1

SUPPORT SERVICES ADDENDUM

This **SUPPORT SERVICES ADDENDUM** (“**Addendum**”) is attached to and made a part of that certain Professional Services Agreement (“**Agreement**”), by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of the Bureau of Technology hereinafter referred to as “**County**” or “**Customer**” and Spinnaker Support, LLC, doing business as a limited liability company of the State of Colorado hereinafter referred to as “**Consultant**” or “**Contractor**” or “**Spinnaker**”

The terms and conditions of this Addendum will apply to each business transaction between the parties for Spinnaker providing to Customer the Services described herein.

1. DEFINITIONS. As used in this Addendum or any attachment hereto:

1.1 “Intellectual Property Rights” means all known or hereafter existing worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights and other proprietary rights.

1.2 “Licensor” means the applicable licensor of a Third Party Product.

1.3 “Licensor Terms and Conditions” means the terms and conditions applicable to access and/or use of any Third Party Product, including any confidentiality, license and/or other agreement with the applicable Licensor(s), and any “terms of use” or similar terms imposed by such Licensor(s).

1.4 “Spinnaker Tools” means (a) all software, documentation, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that Spinnaker utilizes in connection with its performance of the Services and that Spinnaker makes, develops, conceives or reduces to practice, either (i) prior to, contemporaneously with, or subsequent to the performance of the Services, or (ii) in the course of performing the Services, and (b) all enhancements, modifications, improvements and derivative works of each and any of the foregoing.

1.5 “Statement of Work” means a written statement of work executed by the parties that describes the specific Services to be performed by Spinnaker hereunder.

1.6 “Third Party Product(s)” means any third-party licensed software product(s) or other third-party material(s) in Customer’s custody and/or control.

1.7 Capitalized terms not specifically defined in this Section shall have the respective meanings ascribed to them in this Addendum.

2. PERFORMANCE OF SERVICES.

2.1 Statements of Work. The specific Services to be performed by Spinnaker under this Addendum shall be set forth in one or more Statements of Work mutually agreed to by the parties. A Statement of Work shall not be binding unless signed by both parties, and upon such signing, shall be attached to and incorporated into this Addendum.

2.2 Additional Services. Subject to Article 10(c) of the Agreement, any additional services required by Customer that are outside the scope of a Statement of Work (“**Additional Services**”) shall be performed at Spinnaker’s then-current consulting rates on a time and materials basis; that is, Customer shall pay Spinnaker for the time spent performing the relevant Additional Services, plus applicable materials, taxes and expenses. Notwithstanding the foregoing, for Additional Services, Spinnaker shall bill a minimum of one (1) labor hour for each new, unique request for assistance placed with Spinnaker (as evidenced by an assigned unique case number), with billing in ¼ hour increments thereafter (rounding up to the next whole ¼ hour of labor).

2.3 Customer’s J.D. Edwards License Agreements. To the extent that Customer’s J.D. Edwards license agreements apply to Spinnaker, and only to such extent, Spinnaker agrees to be bound and abide by the terms of such license agreements, subject to Customer having a right to provide Spinnaker access to and authorization to maintain the applicable J.D. Edwards software pursuant to Section 4.2. A copy of such license agreements, including its attachments and addendums, are attached to this Agreement as Exhibit 5.

2.4 Change Orders; Conflicts. In the event either party requires a material change to a Statement of Work, such party will provide a written change order to the other for approval, specifying the change required (each a “**Change Order**”). Each party agrees that a Change Order may necessitate a change in the delivery schedule and/or fees due under the applicable Statement of Work. No Change Order will be binding upon either party until it is signed by the authorized representatives of both parties. Each Statement of Work and Change Order will be governed by the terms of this Addendum. In the event of a conflict between the terms and conditions of this Addendum and those of a Statement of Work or Change Order (if any), the following order of precedence shall apply: (i) Change Order (if any), (ii) Statement of Work, (iii) this Addendum.

3. FEES AND PAYMENT.

3.1 Fees. Customer will timely pay Spinnaker all fees as specified in the applicable Statement of Work. Unless

otherwise expressly provided in this Addendum or the applicable Statement of Work, all fees are non-refundable.

3.2 Payment Terms. Unless otherwise expressly provided in this Addendum or the applicable Statement of Work, Customer will pay Spinnaker all amounts due under this Addendum within sixty (60) days after the date of the invoice therefore. All payments must be made in U.S. dollars.

3.3 Travel and Other Expenses. Services provided hereunder shall be provided at Spinnaker's principal places of business. Should Customer request or it be otherwise necessary that Spinnaker send personnel to any Customer site or other location in connection with the Services, Customer shall pay Spinnaker's reasonable travel, meals and lodging expenses. Under such circumstances, Customer shall also pay actual costs for supplies and other expenses reasonably incurred by Spinnaker, which are not of the sort normally provided or covered by Spinnaker, provided that Customer has approved in advance the purchase of such supplies and other expenses. If Customer so requires, Spinnaker shall submit written evidence of each expenditure to Customer prior to receiving reimbursement of such costs and expenses.

4. CUSTOMER OBLIGATIONS. Customer shall provide Spinnaker with such resources, information, software access and assistance as Spinnaker may reasonably request in connection with the performance of the Services. Customer acknowledges and agrees that Spinnaker's ability to successfully perform the Services in a timely manner is contingent upon its receipt from Customer of such information, resources, software access and assistance. Spinnaker shall have no liability for deficiencies in the Services resulting from the acts or omissions of Customer, its agents or employees. Without limiting the generality of the foregoing, Customer acknowledges and agrees that Customer's obligations include the following:

4.1 Primary Contact. Customer shall designate one (1) primary point of contact under each Statement of Work who shall be responsible for managing the relationship between Spinnaker and Customer thereunder, including providing reasonable assistance to Spinnaker with technical and non-technical issues related to the applicable Services.

4.2 Access to Third Party Products. Customer acknowledges and agrees that Spinnaker is performing the Services solely for the benefit of Customer, and that Spinnaker's ability to perform the Services may require Spinnaker's access (either through remote access or direct physical access on Customer's premises) and authorization to maintain certain Third Party Products. In connection therewith, Customer hereby represents and warrants that it has the right to provide Spinnaker with access to, and authorization to maintain, any and all portions of such Third Party Products in connection with Spinnaker's performance of the Services, including, if applicable, the right to customize and/or configure each such Third Party Product for the benefit of Customer. Customer agrees to immediately notify Spinnaker of any changes made (actual or attempted) by the applicable Licensor to Customer's license and access rights to such Third Party Product(s), including changes to the

applicable Licensor Terms and Conditions, that may affect Spinnaker's ability to continue performing the Services.

4.3 Personnel. Customer shall provide sufficient, qualified and knowledgeable personnel capable of (a) performing Customer's obligations as described in this Addendum and each Statement of Work and (b) making necessary and timely decisions on behalf of Customer.

5. WARRANTIES.

5.1 Performance. Spinnaker warrants to Customer that the Services will be performed in a professional manner consistent with industry standards. Spinnaker shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section, re-perform the Services which gave rise to the breach; provided that Customer notifies Spinnaker in writing of the breach within thirty (30) days following performance of the defective Services, specifying the breach in reasonable detail.

5.2 Disclaimers. THE EXPRESS WARRANTIES IN THIS SECTION 5 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, AND SPINNAKER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. NO SPECIFIC RESULTS FROM THE PERFORMANCE OF THE SERVICES ARE ASSURED OR GUARANTEED. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN.

6. INFRINGEMENT AND OTHER CLAIMS. Spinnaker will defend at its own expense any action against Customer brought by a third-party to the extent that the action is based upon a claim that Customer's use of any Deliverable infringes any U.S. patent or copyright, misappropriates any trade secret of a third-party, or violates Customer's JD Edwards license agreement with Oracle (a copy of which is attached to the Agreement as Exhibit 5) but excluding any violation resulting from Customer's breach of Section 4.2, or violates the County's license agreement for a Third Party Product and Spinnaker will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer (a) notifying Spinnaker promptly in writing of such action, (b) giving Spinnaker sole control, subject to approval by the Cook County State's Attorney's Office, of the defense thereof and any related settlement negotiations and (c) cooperating and, at Spinnaker's request and expense, assisting in such defense. If any Deliverable becomes, or in Spinnaker's opinion is likely to become, the subject of an infringement claim, Spinnaker may, at its option and expense, (i) procure for Customer the right to continue using the Deliverable, (ii) replace or modify the Deliverable so that it becomes non-infringing, or (iii) substitute the Deliverable with an alternate non-infringing

Deliverable of the County's choosing, or (iv) in the event that the remedies under (i) and (ii) and (iii) are commercially impracticable, as determined by Spinnaker in its reasonable discretion, terminate Customer's right to use the Deliverable and refund Customer the fees paid for such portion of the Deliverable which is allegedly infringing, upon which Customer shall have no further rights in and to the subject Deliverable. Notwithstanding the foregoing, Spinnaker will have no obligation under this Section 6 or otherwise with respect to any infringement claim based upon (A) any use of the Deliverable not in accordance with this Addendum or for purposes not intended by Spinnaker, (B) any use of the Deliverable in combination with other services, products, equipment, software or data not intended by Spinnaker to be used with the Deliverable, (c) any information, software code or other materials furnished to Spinnaker by Customer, its agents, representatives and suppliers, including Customer's specifications, (d) any unauthorized and/or unlicensed activities by Customer, its agents, representatives and suppliers, including any violation by Customer of Section 4.2, or (e) any modification of the Deliverable by any person other than Spinnaker or its authorized agents or subcontractors; and THIS SECTION 6 STATES SPINNAKER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS RELATED TO THE SERVICES AND ANY DELIVERABLE UNDER THIS AGREEMENT.

7. OWNERSHIP.

7.1 **Work Product.** Except as provided in Section 7.2, the parties hereby agree that any and all Customer-specific work product (the "**Work Product**") which is produced as a result of the Services performed by Spinnaker under this Addendum, including any Intellectual Property Rights therein, shall be the property of Customer.

7.2 **Spinnaker Property.** Notwithstanding the foregoing in Section 7.1, as between the parties, Spinnaker shall retain all Intellectual Property Rights in and to any and all Spinnaker Tools which have general applicability apart from the Work Product (collectively, the "**Spinnaker Property**"). Subject to Customer's payment of all applicable fees, Spinnaker grants Customer a non-exclusive, non-transferable perpetual license, without rights to sublicense, to use the Spinnaker Property that is incorporated into a Deliverable solely for Customer's own internal business purposes in connection with the use of such Deliverable.

7.3 **Third Party Products.** Notwithstanding anything contained herein to the contrary, Spinnaker acknowledges and agrees that it has no claim of ownership in and to any Third Party Products or any Intellectual Property Rights therein.

8. **LIMITATION OF LIABILITY.** SPINNAKER'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH ANY SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES TO BE PAID TO SPINNAKER UNDER THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES,

INCLUDING ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THIS LIMITATION SHALL NOT APPLY TO CUSTOMER'S BREACH OF SECTION 4.2 OR CLAIMS GOVERNED BY SECTION 6. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT SPINNAKER WOULD NOT ENTER INTO THIS AGREEMENT OR ANY STATEMENT OF WORK WITHOUT THESE LIMITATIONS ON SPINNAKER'S LIABILITY.

9. CONFIDENTIALITY.

9.1 **Protection of Confidential Information.** Each party (the "**Disclosing Party**") may from time to time disclose to the other party (the "**Receiving Party**") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning and other confidential or proprietary information ("**Confidential Information**"). Any information that the Receiving Party knew or should have known, under the circumstances, is considered confidential or proprietary by the Disclosing Party will be considered Confidential Information of the Disclosing Party. Without limiting the generality of the foregoing, the Spinnaker Tools shall be considered Spinnaker's Confidential Information.

9.2 **Protection of Confidential Information.** The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Addendum, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Addendum and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access and disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

9.3 **Exceptions.** The Receiving Party's obligations under Section 9.2 with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third-party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights

under this Addendum in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

9.4 Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party and/or upon the expiration or termination of this Addendum (except for any computer records or files that have been created pursuant to the Receiving Party's automatic archiving and back-up procedures and the removal of which is not technically reasonable). Upon request from the Disclosing Party, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 9.4.

10. TERM AND TERMINATION.

10.1 Term. The term of this Addendum shall commence on the Effective Date and shall continue until terminated as set forth herein (the "Term").

10.2 Termination. Either party may terminate this Addendum or any uncompleted Statement(s) of Work if the other party (a) breaches any material provision of this Addendum or the applicable Statement(s) of Work and does not cure such breach within thirty (30) days after receiving written notice thereof; (b) shall formally declare bankruptcy, insolvency, reorganization, liquidation or receivership; or (c) shall have instigated against it bankruptcy, insolvency, reorganization, liquidation or receivership proceedings, and shall fail to remove itself from such proceedings within thirty (30) days from the date of institution of such proceedings. Notwithstanding the foregoing, Spinnaker may also terminate this Addendum or any uncompleted Statement(s) of Work immediately upon written notice in the event (i) Customer fails to pay any amounts payable hereunder within ten (10) days after receiving written notice from Spinnaker that payment is due, or (ii) Customer breaches Section 4.2. The termination or expiration of a single Statement of Work shall not cause the automatic termination of any other Statement of Work.

10.3 Effects of Termination. Expiration or termination of this Addendum for any reason shall not release either party from liability which at said time has already incurred to the other party. In the event a Statement of Work is still in effect upon the expiration of this Addendum, such Statement of Work shall remain in effect and shall continue to be governed by the terms and conditions of this Addendum unless and until such Statement of Work is completed or otherwise terminated in accordance with this Addendum. Except as otherwise expressly set forth herein, the following provisions will survive expiration or termination of this Addendum pursuant to their terms, together with any other provisions necessary for

their construction and enforcement: Sections 1, 3, 4.2 (with respect to Customer's representations, warranties and indemnity obligations), 5, 6, 7, 8, 9, 10.3 and 12, together with any accrued payment obligations. Without limiting the foregoing, upon termination or expiration of this Addendum or any Statement(s) of Work for any reason, any amounts owed to Spinnaker under this Addendum or the applicable Statement(s) of Work before such termination or expiration will be immediately due and payable, including any amounts due for Services performed and expenses incurred prior to such termination or expiration and any reasonable and necessary travel or out-of-pocket expenses incurred after such termination or expiration, without regard to whether any invoices had or had not been issued.

11. SUPPORT SERVICES. In the event the Services hereunder include software support for any Third Party Products ("Support Services"), the terms and conditions set forth in this Section (in addition to the other terms and conditions contained herein) shall apply to such Support Services.

11.1 Supported Products. As used in this Section or any Statement of Work, "Supported Product(s)" means any Third Party Product(s) for which Spinnaker agrees to provide Support Services pursuant to a Statement of Work, including all fixes and updates thereto provided to Customer by the applicable Licensor as part of the standard delivered core product. Except as otherwise stated in the applicable Statement of Work, Supported Products do not include any customizations, modifications or any country or region specific functionality or localizations that were not provided to Customer by the applicable Licensor as part of the standard delivered core product.

11.2 Customer Obligations. In addition to those obligations of Customer set forth in Section 4, Customer acknowledges and agrees that Customer's obligations with respect to Support Services include the following:

(a) **Personnel.** Customer shall provide sufficient, qualified and knowledgeable personnel capable of (a) facilitating the testing of software fixes, updates and workarounds for the Supported Products (if applicable) and (b) customizing, installing and configuring code fixes and updates provided by Spinnaker or a third-party as needed for use with the Supported Products (if applicable).

(b) **Final Testing of Fixes and Updates.** For any Spinnaker-provided fixes and/or updates to Supported Products, Customer shall be solely responsible for all final system testing to ensure that such fixes and updates perform as documented with the applicable Supported Products, and Customer shall not move any fixes or updates into a production environment unless and until Customer has successfully completed all such final system testing.

(c) **No Back-Ups.** Customer acknowledges and agrees that Spinnaker will not make or store copies of any Supported Products for Customer. Customer shall be solely responsible for making and storing emergency backups of the Supported Products.

11.3 Remote Access to Deliverables and Spinnaker Tools. Notwithstanding anything contained herein to the

contrary, Customer acknowledges and agrees that in the event Spinnaker, as part of any Support Services, provides Customer with remote access to Deliverables or Spinnaker Tools, such access and right to use shall immediately cease upon the expiration or termination of this Addendum or the applicable Statement of Work.

12. GENERAL.

12.1 Publicity. Spinnaker may, subject to Customer's approval of content (if applicable), not to be unreasonably withheld or delayed, (a) create a general contract announcement press release indicating that the parties have entered into this Addendum, (b) use Customer's business name and logo in written materials identifying Spinnaker's customers and in other appropriate promotional materials, (c) identify Customer in applicable case studies and (d) identify Customer as a reference for prospective customers and the media (provided that Customer shall not be obligated to comment in any way); provided that, in all circumstances, Spinnaker must obtain the explicit and written consent – irrespective of any Customer delay or withholding or the reasonableness thereof – before Spinnaker may disclose, publish, or advertise to any third parties Customer's purchase of services under Exhibit 4 (Statement of Work - Spinnaker Q Series Integrator Implementation & Ongoing Support) of this Agreement.

12.2 Compliance. Customer shall comply with all applicable laws and regulations in its use of the Services and Deliverables, including any such laws and regulations related to export and import controls.

12.3 Assignments. Neither party may assign or transfer, by operation of law or otherwise, any of its rights under this Addendum to any third-party without the other's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. Notwithstanding the foregoing, each party shall have the right, upon providing notice to the other party (but not requiring the other party's consent), to assign this Addendum to any successor to its business or assets to which this Addendum relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

12.4 Force Majeure. Except for any payment obligations, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

12.5 Notices. All notices required in connection with this Addendum will be in writing and deemed effectively given: (a) upon personal delivery to the party to be notified; (b) on the date on which such notice is delivered by email with confirmation that the email has been received and read; or (c) one (1) business day after deposit with a nationally/internationally recognized overnight courier that provides tracking and verification of delivery. All notices shall be sent to the address set forth on the cover page of this

Addendum. Either party may change its address by giving notice of the new address to the other party in writing.

12.6 Governing Law and Venue. This Addendum will be governed by and interpreted in accordance with the laws of the State of Colorado, United States, without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Addendum. Any action or proceeding arising from or relating to this Addendum shall be brought exclusively in a federal or state court in Denver, Colorado and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

12.7 Remedies. Except as provided in Sections 5 and 6, the parties' rights and remedies under this Addendum are cumulative. Each party acknowledges that any breach of Sections 4.2, 7, 9 and/or 12.13 of this Addendum would cause irreparable injury to the other party for which monetary damages would not be an adequate remedy, and therefore, the other party will be entitled to injunctive relief. If any legal action is brought by a party to enforce this Addendum, the prevailing party will be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

12.8 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Addendum on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.9 Severability. If any provision of this Addendum is held by a court of competent jurisdiction to be unenforceable, such provision will be deemed modified and will be interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Addendum will continue in full force and effect.

12.10 Subcontractors. Customer acknowledges and agrees that Spinnaker may hire subcontractors to perform certain Services hereunder, subject to Article 3(k) of the Agreement. Spinnaker will be responsible for the direction and coordination of the services of each subcontractor and Customer will have no obligation to pay any subcontractor directly.

12.11 Relationship of Parties. The relationship of the parties established under this Addendum is that of independent contractors and neither party is a partner, employee, agent or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

12.12 Construction. The headings used for the sections of this Addendum are for information purposes and convenience only and in no way define, limit, construe or describe the scope or extent of the sections. The word "including" or any variation thereof means "including, without limitation" and will not be construed to limit any general statement that such word or variation thereof follows. The language used in this Addendum will be deemed to be the language chosen by the parties to express the parties' collective mutual intent, and no rule of strict construction will be applied against any party.

12.13 Non-Solicitation of Personnel. Customer recognizes that the employees and independent contractors of Spinnaker, and such employees' and independent contractors' loyalty and service to Spinnaker, constitute a valuable asset of Spinnaker. Accordingly, Customer hereby agrees, during the term of this Addendum and for two (2) years thereafter, not to make any offer of employment to, nor enter into a consulting relationship with, any person who was employed or retained by Spinnaker during the previous two (2) years. Any violation of this provision shall constitute a material breach of this Addendum, and upon any such breach, Customer shall pay to Spinnaker liquidated damages consisting of the amount of all compensation (e.g., salary, bonuses, fees, etc.) paid or to be paid by Customer to the person during the first twelve (12) months after such person was hired/retained by Customer. Each party acknowledges and agrees that the amount of liquidated damages stated herein is a good faith estimate of the training and personnel related investment costs Spinnaker will lose if a Spinnaker employee or independent contractor is hired or retained by Customer. In the event this Section is deemed unenforceable for any reason, Spinnaker shall nevertheless be entitled to recover its actual damages resulting from Customer's breach.

12.14 Entire Addendum. This Addendum, together with any attachments and exhibits hereto (including all Statements of Work), constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings and communication, whether written or oral. This Addendum and each Statement of Work shall not be modified except by a subsequently dated written amendment signed on behalf of Spinnaker and Customer by their duly authorized representatives.

EXHIBIT 2

Statement of Work – JD Edwards World A7.3 Payroll Maintenance Services

EXHIBIT 2

STATEMENT OF WORK

- JD EDWARDS WORLD A7.3 PAYROLL MAINTENANCE SERVICES

This Statement of Work is attached to, and is made a part of, that certain Agreement and Support Services Addendum between Spinnaker Support, LLC (“Spinnaker”), and Cook County, Illinois (“Customer”). (the “Addendum”). Unless explicitly stated otherwise in this Statement of Work, any capitalized terms shall have the meaning given to them in the Addendum.

1. Supported Products.

A. Production System.

Production Environment # (1) World A7.3 Cume 12 Co-existent (Bureau of Technology)	
Customer’s System Physical Location:	118 N. Clark, Chicago, IL, USA
Customer’s System Hosted by 3rd Party?	No
Customer’s Support Team Location(s):	118 N. Clark and 69 W. Washington, Chicago, IL, USA
Customer’s Support Team Spoken Language(s):	American English
Hardware Platform:	iSeries (AS400)
Database Platform:	DB2 400
Operating System:	OS400 V5R4
Environments:	(1) CFMIS400 - Production - World Production Environment (2) CFMIS400 - Staging - World Staging Environment (3) CCDEV - DEV - World Development Environment (4) CCDEV - CRP - World Staging Environment
Number of Users	Three hundred thirty (330)
Remote System Access Method:	VPN, TeamViewer or Equivalent
Supported Runtime Languages:	American English
Customizations, interfaces and stand-alone applications:	Spinnaker will troubleshoot and debug issues that: <ol style="list-style-type: none"> i. have an interface with the core JDE software where the Customer determines that the root cause of the issue is occurring within the JDE part of the interface (interfaces) ii. are occurring within the applications that are built from or based on the core JDE applications (customizations)

	<p>iii. are occurring within applications that are built/created using the JDE toolset (stand-alone applications)</p> <p>Issue resolution for any of the above scenarios may require coordinated efforts between Spinnaker and internal staff from Customer and/or the related support team from the impacting 3rd-party vendor. Customer will work in conjunction with Spinnaker to define the list of customizations, interfaces and stand-alone applications that interface with the JDE core applications. It is anticipated that the Customer's internal support team will handle issues in the customizations and stand-alone applications while Spinnaker provides assistance in troubleshooting them to resolution. Customer will make reasonable efforts to provide information to meet an adequate level of knowledge transfer for these applications.</p>
<p>3rd-Party JDE Integrations and Interfaces:</p>	<p>Vertex Payroll Tax L Series (current); Vertex Payroll Tax Q Series (future); Bottomline Optio Software. Customer may add additional integrations and/or interfaces to this Statement of Work without a related increase in fees.</p>
<p>Licensor Maintenance End Date:</p>	<p>April 2011</p>

B. Supported Products. The Supported Products are the products identified by Customer and listed in the table below, limited to the database platform, operating system, hardware platform, and runtime languages specified in Section 1(A), with Tax and Regulatory Coverage as listed in the table below and as consistent with the standard product as delivered by the Licensor. Customer acknowledges and agrees that Spinnaker will limit its Services under this Statement of Work to the listed Supported Products.

Supported Product (J.D. Edwards)	Current JDE Release	Current JDE Cume Level and SP/Tools Release (if applicable)	Possible Future JDE Release	Production Environment Number
Foundation: (Includes environment runtime applications. See Section 2.A.iii. for more information)	World A7.3	Cume 12	None	(1) Co-existent

HR/Payroll: Time Entry, Employee Information, Position Control, Human Resources - Benefits, US Payroll	World A7.3	Cume 12	None	(1) Co-existent
Distribution: Inventory Management, Sales Order Management, Procurement	World A7.3	Cume 12	None	(1) Co-existent

Tax and Regulatory Coverage by Country	Country	Current or other Vendor Providing Support	Regulatory Requirement (1099, W2, etc...)	Production Environment Number
HR/Payroll: US Payroll	USA	Customer	W2	(1)

C. **Term.** The initial term for the Services under this Statement of Work shall commence on the Effective Date and shall continue until December 31, 2013. Upon amendment of this Agreement pursuant to Article 10 of this Agreement, and provided the Services hereunder continue to be generally available from Spinnaker, this Statement of Work may be renewed for renewal terms of three (3) months. The initial term and all renewal terms of this Statement of Work shall be referred to as the “**Support Period**”.

2. **Services.**

Customer acknowledges and agrees that Spinnaker will provide consulting Services under this Statement of Work to Customer under Customer’s license agreement with the Licensor as a service provider working on Customer’s behalf, and that Spinnaker may make customizations, modifications, and recommendations for changes to the Supported Products on Customer’s behalf. Services provided pursuant to this Statement of Work shall include:

A. **Product Support.** Spinnaker will provide product diagnostic services, product fixes, and/or operational workarounds for Software Issues (as defined herein) identified for the Supported Products.

i. **Support for Software Issues.** Spinnaker will only attempt to diagnose and create fixes and/or workarounds for Software Issues reported for the Supported Products. A “**Software Issue**” is defined as a code defect that meets all of the following criteria: the code defect is (i) found by Customer in the online or batch code of the Supported Products in a non-production test or development environment or in un-customized updates and fixes provided to Customer by the Licensor up through the date that Customer terminates its support services agreement with the Licensor for the Supported Products; (ii) is reported by Customer to Spinnaker during the Support Period; (iii) materially impacts Customer’s ability to process data; and (iv) causes the failure of a material feature or function of the Supported Products.

ii. **Use of Fixes and Updates.** Fixes and updates provided by Spinnaker pursuant to this Statement of Work may only be used in the number of production environments

listed in Section 1. Customer may use the provided fixes and updates in other environments as needed to test fixes and updates prior to moving the fixes and updates into production.

iii. Foundation Code, EnterpriseOne Toolset, Third Party Products, and Language Support. If listed as a Supported Product under this Statement of Work, Spinnaker will provide support for J.D. Edwards Foundation Code and Middleware. However, Customer understands and acknowledges that Spinnaker is not able to, and will not provide any fixes or updates for, the J.D. Edwards proprietary Foundation Code, EnterpriseOne Toolset, Middleware, or any third party products used, integrated or bundled with or embedded in the Supported Products since Customer nor Spinnaker have source code for these products. For purposes of example only, such third party products include, but are not limited to, operating systems, database systems, application servers, web servers, compilers, Citrix, online and batch processing tools, reporting tools, Vertex, Inc. tax processing updates, and analytic tools. Additionally, this Statement of Work expressly excludes any support for any issues related to language runtime objects other than American English, unless otherwise specified above.

B. Tax and Regulatory Support. Spinnaker will provide tax and regulatory updates for the Supported Products during the Support Period. Spinnaker Tax and Regulatory updates may only be used as an adjunct to the Supported Products in order for products to operate in accordance with J.D. Edwards documentation for the Supported Products. Spinnaker Tax and Regulatory updates usually include material software code updates. Spinnaker will provide only regulatory updates, including regulatory data collection and mandatory regulatory reporting for the core and non-localized versions of the Supported Products, except that Customer is solely responsible for purchasing or licensing tax updates from Vertex, Inc. as required for proper payroll (Vertex Payroll Tax Q or L Series), sales, property, Internet, VAT, and use tax processing with Supported Products during the Support Period. Customer understands and agrees such costs and fees paid to Vertex, Inc. are separate from the fees owed to Spinnaker under this Statement of Work, and Customer is responsible for contracting directly with Vertex, Inc. for such tax updates.

3. **Fees.** The fees applicable for Services under this Statement of Work shall be as follows:

Term of Support Period	Amount
Period 1: Effective Date to December 31, 2013	\$50,000

Fees for the initial term of this Statement of Work, Period 1, shall be invoiced in advance on July 1, 2013. Fees for any first subsequent three (3) month period of the Support Period shall be equal to 50% of the fees for the immediately preceding six (6) month period plus 3%, subject to a properly authorized amendment to the Agreement. Fees for any additional subsequent three (3) month period(s) of the Support Period shall be equal to the fees for the immediately preceding three (3) month period plus 3%, subject to a

properly authorized amendment to the Agreement. All fees are payable in full net 30 days from invoice date. See the example in the table below.

Example showing fees for additional periods:	
Term of Additional Support Periods	Amount
Period 2: January 1, 2014 to March 31, 2014	\$25,750
Period 3: April 1, 2014 to June 30, 2014	\$26,523

4. Delivery of Software and Maintenance & e-Delivery Taxability. Spinnaker will use commercially reasonable efforts to deliver any product or operational fixes, tax or regulatory updates or other electronic or hard copy deliverables provided under this Statement of Work (“Deliverables”) by making it available at the Customer location in: Chicago, Illinois, USA.

Customer agrees that in the event any physical delivery of Deliverables should occur, such delivery shall be rejected by Customer. Customer additionally acknowledges that should any Deliverables be unavailable electronically, a delay in receipt of such software or maintenance deliverable may extend until electronic delivery is available or until Spinnaker and Customer agree contractually on another form of delivery.

5. Service Level. Customer will be entitled to receive emergency support (within the scope of Services under this Statement of Work) twenty-four hours a day, seven days a week (including major holidays). Response time commitment for a first live conversation between Spinnaker and Customer after Customer contacts Spinnaker for support is based on the Severity/Priority of the issue as identified by the Customer, such Severity/Priority entered into Spinnaker’s Issue Tracking System, and defined as follows:

A. Severity Levels

- i. P1 (Severity/Priority 1) – Critical Priority. Defined as an urgent JD Edwards issue that requires immediate attention.
- ii. P2 (Severity/Priority 2) – High Priority. Defined as a serious JD Edwards issue that requires prompt attention.
- iii. P3 (Severity/Priority 3) – Medium Priority. Defined as a non-urgent JD Edwards issue that requires assistance within Hours of Support.
- iv. P4 (Severity/Priority 4) – Low Priority. Defined as a minor JD Edwards issue, a question or issue that requires minor research or low-priority assistance within Hours of Support.

B. Response Time: Response time will depend on the Severity Level of the issue. The guideline is as follows:

- i. **P1 and P2 Issues:** Response time commitment for a first live conversation between Spinnaker and Customer after Customer creates an issue through the Spinnaker Support Tracking System (JIRA) will be 30 minutes for P1 and P2 issues.
 - ii. **P3 and P4 Issues:** Response time for P3 and P4 issues between Spinnaker and Customer after Customer creates an issue through the Spinnaker Support Tracking System (JIRA) will be within the same day during normal hours of support or the following business day if the issue is reported after normal hours of support or over a weekend.
- C. **Resolution Time:** Resolution time will depend on the Severity Level as entered. This may be adjusted if a work-around has been established.

- i. **P1 and P2 Issues:** P1 and P2 issues will receive the highest priority. Customer's resource will escalate to Spinnaker's resource if required and continue working the issue together until it's resolved.
- ii. **P3 and P4 Issues:** Support teams begin working P3 and P4 issues within one business day of receipt and continue working on these to completion. Customer's resource will escalate to Spinnaker's resource if required and continue working issue together until resolved.

D. Credit Schedule due to delayed Response Time:

- i. P1 and P2 Issues: For an average monthly Response Time that exceeds the 30 minute guideline for a first live conversation between Spinnaker and Customer presented in section 5Bi above the following credits will apply based on the monthly dollar amount average (annual payment divided by 12 months.)
 - a) Average monthly Response Time: from 30 to 45 minutes – 5% credit of monthly cost.
 - b) Average monthly Response Time: from 46 to 60 minutes – 10% credit of monthly cost.
 - c) Average monthly Response Time: over 60 minutes – 15% credit of monthly cost.

6. Time and Materials (T&M) Projects.

A. JD Edwards T&M Consulting Projects. Spinnaker will provide T&M consulting services for Projects as assigned by an authorized Customer agent. These T&M services will require a detailed statement of scope, requirements and project plan agreed to by Customer. Customer and Spinnaker will typically agree to an estimate of effort and participation from Spinnaker. Customer and Spinnaker will mutually agree upon whether to engage in a T&M project as part of this Statement of Work or under a separate Statement of Work. The work will

be scheduled in advance based on the needs of the project. It will typically be subject to a mutually agreed upon target completion date. Any time spent by Spinnaker assisting with the review, development and documentation of scope, requirements and project estimates will be considered billable effort.

T&M Rates. The T&M consulting rates for Services under this Statement of Work shall be as follows:

Hourly T&M rates are in USD (United States Dollars).

JD Edwards Consulting T&M Rate Card		
Grade	Consulting Roles	T&M Rate
Application Consultants		
DIR	Application Project Manager	\$200
SP1	Lead Application Consultant	\$175
SC1	Senior Application Consultant	\$160
CNC and Technology		
DIR	CNC Project Manager	\$200
SP1	Lead CNC Consultant	\$175
SC1	Senior CNC Consultant	\$160
Development & Integration		
DIR	Development Project Manager	\$170
SP1	Lead Development Consultant	\$150
SC1	Senior Development Consultant	\$140

These Consulting rates shall be in effect for all T&M projects through December 31, 2013, unless otherwise agreed to in a separate Statement of Work. All fees due under this SOW will be invoiced in arrears on a two (2) week cycle. Payment is due Net 30 (thirty) days from date of invoice. Spinnaker will email invoice copies to the Customer Primary Business Contact and the Customer Primary Accounts Payable Contact. Mailing paper invoice copies is not required.

7. Customer Contacts.

Primary Business Contact		Primary Accounts Payable Contact	
Name:	Derrick Thomas	Name:	Cynthia Park
Address1:	69 West Washington	Address1:	69 West Washington
Address2:	Suite 2700	Address2:	Suite 2700
City, St., Zip:	Chicago, Illinois, 60602	City, St., Zip:	Chicago, Illinois, 60602
Country:	USA	Country:	USA
Phone:	(312) 603-3120	Phone:	(312) 603-1328
Email:	derrick.thomas@cookcountyil.gov	Email:	cynthia.park@cookcountyil.gov

8. Transition Period. If Customer is currently on a software maintenance contract with the Licensor, customer acknowledges that Spinnaker requires at least a thirty (30) day period of overlap with the Licensor's software maintenance period in order to conduct an effective on-boarding process. Customer shall participate in the on-boarding process to assess and document Customer's operational use of the Supported Products, implementing system access methods and assessment of Customer's environment in order to facilitate an effective transition process for Spinnaker to perform the Services under this Statement of Work.

EXHIBIT 3

Statement of Work – JD Edwards One World Financials Maintenance Services

EXHIBIT 3

STATEMENT OF WORK

- JD EDWARDS ONEWORLD FINANCIALS MAINTENANCE SERVICES

This Statement of Work is attached to, and is made a part of, that certain Agreement and Support Services Addendum between Spinnaker Support, LLC (“Spinnaker”), and Cook County, Illinois (“Customer”). (the “Addendum”). Unless explicitly stated otherwise in this Statement of Work, any capitalized terms shall have the meaning given to them in the Addendum.

1. **Supported Products.**

A. **Production System.**

Production Environment # (2) OneWorld B733.2 SP 16.1 Co-existent (Bureau of Technology)	
Customer’s System Physical Location:	118 N. Clark, Chicago, IL, USA
Customer’s System Hosted by 3rd Party?	No
Customer’s Support Team Location(s):	118 N. Clark and 69 W. Washington, Chicago, IL, USA
Customer’s Support Team Spoken Language(s):	American English
Hardware Platform:	iSeries (AS400)
Database Platform:	DB2
Operating System:	OS400 V5R4
Environments:	(1) CFMIS400 - PRD733 - One World Production Environment (2) CCDEV - DEV733 - One World Development Environment (3) CCDEV - CRP733 - One World Staging Environment
Number of Users	750
Remote System Access Method:	VPN, TeamViewer or Equivalent
Supported Runtime Languages:	American English
Customizations, interfaces and stand-alone applications:	Spinnaker will troubleshoot and debug issues that: <ol style="list-style-type: none"> i. have an interface with the core JDE software where it appears that the root cause of the issue is occurring within the JDE part of the interface (interfaces) ii. are occurring within the applications that are built from or based on the core JDE applications (customizations) iii. are occurring within applications that are built/created using the JDE toolset (stand-alone applications)

	Issue resolution for any of the above scenarios may require coordinated efforts between Spinnaker and internal staff from Customer and/or the related support team from the impacting 3 rd -party vendor. Customer will work in conjunction with Spinnaker to define the list of customizations, interfaces and stand-alone applications that interface with the JDE core applications. It is anticipated that the Customer's internal support team will handle issues in the customizations and stand-alone applications while Spinnaker provides assistance in troubleshooting them to resolution. Customer will provide user documentation and related training to meet an adequate level of knowledge transfer for these applications.
3rd-Party JDE Integrations and Interfaces:	Bottomline Optio Software Customer may add additional integrations and/or interfaces to this Statement of Work, including a new Payroll interface, without a related increase in fees.
Licensor Maintenance End Date:	April 2011
Production Environment # (3) OneWorld Xe (B733.3) SP 23_X1 (Cook County Treasurer)	
Customer's System Physical Location:	Chicago, IL, USA
Customer's System Hosted by 3rd Party?	No
Customer's Support Team Location(s):	Chicago, IL, USA
Customer's Support Team Spoken Language(s):	American English
Hardware Platform:	Microsoft Windows 2003
Database Platform:	Microsoft SQL and Oracle
Operating System:	Windows
Environments:	(1) PD7333 - B7333 Production Environment (2) PY7333 - B7333 Prototype (Test) Environment (3) JD7333 - JD7333 Pristine Environment (OLD) (4) DV7333 - B7333 Development Environment
Number of Users	15
Remote System Access Method:	VPN, TeamViewer or Equivalent
Supported Runtime Languages:	American English
Customizations, interfaces and stand-alone applications:	Spinnaker will troubleshoot and debug issues that: <ul style="list-style-type: none"> i. have an interface with the core JDE software where it appears that the root cause of the issue is occurring within the JDE part of the interface (interfaces) ii. are occurring within the applications that are built from or based on the core JDE applications (customizations) iii. are occurring within applications that are built/created using the JDE toolset (stand-alone applications)

	Issue resolution for any of the above scenarios may require coordinated efforts between Spinnaker and internal staff from Customer and/or the related support team from the impacting 3 rd -party vendor. Customer will work in conjunction with Spinnaker to define the list of customizations, interfaces and stand-alone applications that interface with the JDE core applications. It is anticipated that the Customer's internal support team will handle issues in the customizations and stand-alone applications while Spinnaker provides assistance in troubleshooting them to resolution. Customer will provide user documentation and related training to meet an adequate level of knowledge transfer for these applications.
3rd-Party JDE Integrations and Interfaces:	Vertex (PTQ); Bottomline Optio Software Customer may add additional integrations and/or interfaces to this Statement of Work without a related increase in fees.
Licensors Maintenance End Date:	April 2011

B. Supported Products. The Supported Products are the products identified by Customer and listed in the table below, limited to the database platform, operating system, hardware platform, and runtime languages specified in Section 1(A), with Tax and Regulatory Coverage as listed in the table below and as consistent with the standard product as delivered by the Licensor. Customer acknowledges and agrees that Spinnaker will limit its Services under this Statement of Work to the listed Supported Products.

Supported Product (J.D. Edwards)	Current JDE Release	Current JDE Cume Level and SP/Tools Release (if applicable)	Possible Future JDE Release	Production Environment Number
Foundation: (Includes environment runtime applications. See Section 2.A.iii. for more information)	OneWorld B733.2	SP 16.1	None	(2) Co-existent
Financials: Address Book, Accounts Receivable, Accounts Payable, General Accounting, Fixed Assets and STAR Reporting, Job Cost Accounting, World Writer, FASTR – Financial Reporting	OneWorld B733.2	SP 16.1	None	(2) Co-existent
Distribution: Inventory, Purchasing	OneWorld B733.2	SP 16.1	None	(2) Co-existent
Foundation: (Includes environment runtime applications. See Section 2.A.iii. for more information)	OneWorld Xe B733.3	SP 23_X1	None	(3)

Financials: Address Book, Accounts Payable, General Accounting	OneWorld Xe B733.3	SP 23_X1	None	(3)
----------------------------------------------------------------	--------------------------	----------	------	-----

Tax and Regulatory Coverage by Country	Country	Current or other Vendor Providing Support	Regulatory Requirement (1099, W2, etc...)	Production Environment Number
Financials: Accounts Payable, General Accounting, FASTR – Financial Reporting	USA	Customer	1099	(2, 3)
HR/Payroll: US Payroll	USA	Customer	W2	(3)

C. **Term.** The initial term for the Services under this Statement of Work shall commence on the Effective Date and shall continue until June 30, 2014. Upon amendment of this Agreement pursuant to Article 10 of this Agreement, and provided the Services hereunder continue to be generally available from Spinnaker, this Statement of Work may be renewed for renewal terms of six (6) months. The initial term and all renewal terms of this Statement of Work shall be referred to as the “**Support Period**”.

2. **Services.**

Customer acknowledges and agrees that Spinnaker will provide consulting Services under this Statement of Work to Customer under Customer’s license agreement with the Licensor as a service provider working on Customer’s behalf, and that Spinnaker may make customizations, modifications, and recommendations for changes to the Supported Products on Customer’s behalf. Services provided pursuant to this Statement of Work shall include:

A. **Product Support.** Spinnaker will provide product diagnostic services, product fixes, and/or operational workarounds for Software Issues (as defined herein) identified for the Supported Products.

i. **Support for Software Issues.** Spinnaker will only attempt to diagnose and create fixes and/or workarounds for Software Issues reported for the Supported Products. A “**Software Issue**” is defined as a code defect that meets all of the following criteria: the code defect is (i) found by Customer in the online or batch code of the Supported Products in a non-production test or development environment or in un-customized updates and fixes provided to Customer by the Licensor up through the date that Customer terminates its support services agreement with the Licensor for the Supported Products; (ii) is reported by Customer to Spinnaker during the Support Period; (iii) materially impacts Customer’s ability to process data; and (iv) causes the failure of a material feature or function of the Supported Products.

ii. **Use of Fixes and Updates.** Fixes and updates provided by Spinnaker pursuant to this Statement of Work may only be used in the number of production environments listed in Section 1. Customer may use the provided fixes and updates in other

environments as needed to test fixes and updates prior to moving the fixes and updates into production.

iii. Foundation Code, EnterpriseOne Toolset, Third Party Products, and Language Support. If listed as a Supported Product under this Statement of Work, Spinnaker will provide support for J.D. Edwards Foundation Code and Middleware. However, Customer understands and acknowledges that Spinnaker is not able to, and will not provide any fixes or updates for, the J.D. Edwards proprietary Foundation Code, EnterpriseOne Toolset, Middleware, or any third party products used, integrated or bundled with or embedded in the Supported Products since Customer nor Spinnaker have source code for these products. For purposes of example only, such third party products include, but are not limited to, operating systems, database systems, application servers, web servers, compilers, Citrix, online and batch processing tools, reporting tools, Vertex, Inc. tax processing updates, and analytic tools. Additionally, this Statement of Work expressly excludes any support for any issues related to language runtime objects other than American English, unless otherwise specified above.

B. Tax and Regulatory Support. Spinnaker will provide tax and regulatory updates for the Supported Products during the Support Period. Spinnaker Tax and Regulatory updates may only be used as an adjunct to the Supported Products in order for products to operate in accordance with J.D. Edwards documentation for the Supported Products. Spinnaker Tax and Regulatory updates usually include material software code updates. Spinnaker will provide only regulatory updates, including regulatory data collection and mandatory regulatory reporting for the core and non-localized versions of the Supported Products, except that Customer is solely responsible for purchasing or licensing tax updates from Vertex, Inc. as required for proper payroll (Vertex Payroll Tax Q or L Series), sales, property, Internet, VAT, and use tax processing with Supported Products during the Support Period. Customer understands and agrees such costs and fees paid to Vertex, Inc. are separate from the fees owed to Spinnaker under this Statement of Work, and Customer is responsible for contracting directly with Vertex, Inc. for such tax updates.

3. Fees. The fees applicable for Services under this Statement of Work shall be as follows:

Term of Support Period	Amount
Period 1: Effective Date to June 30, 2014	\$265,000

Fees for the initial term of this Statement of Work, Period 1, shall be invoiced in advance on July 1, 2013. Fees for any first subsequent six (6) month period of the Support Period shall be equal to 50% of the fees for the immediately preceding year plus 3%, subject to a properly authorized amendment to the Agreement. Fees for any additional subsequent six (6) month period(s) of the Support Period shall be equal the fees for the immediately preceding six (6) month period plus 3%, subject to a properly authorized amendment to the Agreement. All fees are payable in full net 30 days from invoice date. See the

example in the table below.

Example showing fees for additional periods:	
Term of Additional Support Periods	Amount
Period 2: July 1, 2014 to December 31, 2014	\$136,475
Period 3: January 1, 2015 to June 30, 2015	\$140,569

4. **Delivery of Software and Maintenance & e-Delivery Taxability.** Spinnaker will use commercially reasonable efforts to deliver any product or operational fixes, tax or regulatory updates or other electronic or hard copy deliverables provided under this Statement of Work (“Deliverables”) by making it available at the Customer location in: Chicago, Illinois, USA.

Customer agrees that in the event any physical delivery of Deliverables should occur, such delivery shall be rejected by Customer. Customer additionally acknowledges that should any Deliverables be unavailable electronically, a delay in receipt of such software or maintenance deliverable may extend until electronic delivery is available or until Spinnaker and Customer agree contractually on another form of delivery.

5. **Service Level.** Customer will be entitled to receive emergency support (within the scope of Services under this Statement of Work) twenty-four hours a day, seven days a week (including major holidays). Response time commitment for a first live conversation between Spinnaker and Customer after Customer contacts Spinnaker for support is based on the Severity/Priority of the issue as identified by the Customer, such Severity/Priority entered into Spinnaker’s Issue Tracking System, and defined as follows:

D. Severity Levels

- v. P1 (Severity/Priority 1) – Critical Priority. Defined as an urgent JD Edwards issue that requires immediate attention.
- vi. P2 (Severity/Priority 2) – High Priority. Defined as a serious JD Edwards issue that requires prompt attention.
- vii. P3 (Severity/Priority 3) – Medium Priority. Defined as a non-urgent JD Edwards issue that requires assistance within Hours of Support.
- viii. P4 (Severity/Priority 4) – Low Priority. Defined as a minor JD Edwards issue, a question or issue that requires minor research or low-priority assistance within Hours of Support.

E. **Response Time:** Response time will depend on the Severity Level of the issue. The guideline is as follows:

- iii. **P1 and P2 Issues:** Response time commitment for a first live conversation between Spinnaker and Customer after Customer creates an issue through the Spinnaker Support Tracking System (JIRA) will be 30 minutes for P1 and P2 issues.
- iv. **P3 and P4 Issues:** Response time for P3 and P4 issues between Spinnaker and Customer after Customer creates an issue through the Spinnaker Support Tracking System (JIRA) will be within the same day during normal hours of support or the following business day if the issue is reported after normal hours of support or over a weekend.

F. **Resolution Time:** Resolution time will depend on the Severity Level as entered. This may be adjusted if a work-around has been established.

- i. **P1 and P2 Issues:** P1 and P2 issues will receive the highest priority. Customer's resource will escalate to Spinnaker's resource if required and continue working the issue together until it's resolved.
- ii. **P3 and P4 Issues:** Support teams begin working P3 and P4 issues within one business day of receipt and continue working on these to completion. Customer's resource will escalate to Spinnaker's resource if required and continue working issue together until resolved.

D. Credit Schedule due to delayed Response Time:

- ii. P1 and P2 Issues: For an average monthly Response Time that exceeds the 30 minute guideline for a first live conversation between Spinnaker and Customer presented in section 5Bi above the following credits will apply based on the monthly dollar amount average (annual payment divided by 12 months.)
 - d) Average monthly Response Time: from 30 to 45 minutes – 5% credit of monthly cost.
 - e) Average monthly Response Time: from 46 to 60 minutes – 10% credit of monthly cost.
 - f) Average monthly Response Time: over 60 minutes – 15% credit of monthly cost.

6. Time and Materials (T&M) Projects.

A. JD Edwards T&M Consulting Projects. Spinnaker will provide T&M consulting services for Projects as assigned by an authorized Customer agent. These T&M services will require a detailed statement of scope, requirements and project plan agreed to by Customer. Customer and Spinnaker will typically agree to an estimate of effort and participation from Spinnaker. Customer and Spinnaker will mutually agree upon whether to engage in a T&M project as part of this Statement of Work or under a separate Statement of Work. The work will

be scheduled in advance based on the needs of the project. It will typically be subject to a mutually agreed upon target completion date. Any time spent by Spinnaker assisting with the review, development and documentation of scope, requirements and project estimates will be considered billable effort.

T&M Rates. The T&M consulting rates for Services under this Statement of Work shall be as follows:

Hourly T&M rates are in USD (United States Dollars).

JD Edwards Consulting T&M Rate Card		
Grade	Consulting Roles	T&M Rate
Application Consultants		
DIR	Application Project Manager	\$200
SP1	Lead Application Consultant	\$175
SC1	Senior Application Consultant	\$160
CNC and Technology		
DIR	CNC Project Manager	\$200
SP1	Lead CNC Consultant	\$175
SC1	Senior CNC Consultant	\$160
Development & Integration		
DIR	Development Project Manager	\$170
SP1	Lead Development Consultant	\$150
SC1	Senior Development Consultant	\$140

These Consulting rates shall be in effect for all T&M projects through December 31, 2013, unless otherwise agreed to in a separate Statement of Work. All fees due under this SOW will be invoiced in arrears on a two (2) week cycle. Payment is due Net 30 (thirty) days from date of invoice. Spinnaker will email invoice copies to the Customer Primary Business Contact and the Customer Primary Accounts Payable Contact. Mailing paper invoice copies is not required.

7. Customer Contacts.

Primary Business Contact		Primary Accounts Payable Contact	
Name:	Derrick Thomas	Name:	Cynthia Park
Address1:	69 West Washington	Address1:	69 West Washington
Address2:	Suite 2700	Address2:	Suite 2700
City, St., Zip:	Chicago, Illinois, 60602	City, St., Zip:	Chicago, Illinois, 60602
Country:	USA	Country:	USA
Phone:	(312) 603-3120	Phone:	(312) 603-1328
Email:	derrick.thomas@cookcountyil.gov	Email:	cynthia.park@cookcountyil.gov

8. **Transition Period.** If Customer is currently on a software maintenance contract with the Licensor, customer acknowledges that Spinnaker requires at least a thirty (30) day period of overlap with the Licensor's software maintenance period in order to conduct an effective on-boarding process. Customer shall participate in the on-boarding process to assess and document Customer's operational use of the Supported Products, implementing system access methods and assessment of Customer's environment in order to facilitate an effective transition process for Spinnaker to perform the Services under this Statement of Work.

EXHIBIT 4

Statement of Work – Spinnaker Q Series Integrator Implementation & Ongoing Support

EXHIBIT 4
STATEMENT OF WORK

- Spinnaker Q Series Integrator Implementation & Ongoing Support

This Statement of Work is attached to, and is made a part of, that certain Agreement and Support Services Addendum between **SPINNAKER SUPPORT, LLC** (“Spinnaker”), and Cook County Illinois (“Customer”). Unless explicitly stated otherwise in this Statement of Work, any capitalized terms shall have the meaning given to them in the Agreement.

1. Scope and Activities - Implementation and Ongoing Support Services

1.1 Spinnaker Q Series Integrator: Implementation Services and Activities

This section defines the activities to be performed by Customer and Spinnaker in support of the implementation of the Spinnaker Q Series Integrator. This Q Series Integrator will be used to interface JD Edwards World Software, A7.3 - Cume 12, with the Vertex Payroll Tax Q Series (PTQ) software.

The Objective of this service is to fully implement all components of the Q Series Integrator developed by Spinnaker through analysis, development, testing and production go-live. It requires close coordination with the Customer throughout the project. Upon go-live the Q Series Integrator will replace the current interface to the Vertex Payroll Tax L Series software in use by the Customer. The following are the Scope and Activities of this effort:

A. Customer Tasks

- Prepare a World Test Environment to be used for development of Q Series Integrator
 - Verify JDE Source Code is available and in the environment
 - Provide adequate payroll test data in the test environment, which is a comprehensive representation of the actual Production payroll data.
 - The World Test Environment shall meet the following minimum requirements:
 - A comprehensive representation of the actual Customer Production business and payroll data
 - The same OS level, including IBM updates, as the Customer Production payroll environment
 - The same JD Edwards World A7.3 release, including patches (PCCPY's), as the Customer Production payroll environment
- Obtain all PTQ Software and Support Material from Vertex. Ensure you indicate that this is for a PTL to PTQ migration for your World Software.
- Install and Configure PTQ into your World Test Environment, using Vertex-provided script.
- Create Library List with the following libraries included: Vertex, Customer Payroll and Spinnaker source and object libraries.
- Define how Spinnaker will access the Test Environment
- Grant Spinnaker users access to the Test Environment—user profiles, library list access. This includes IBM and JDE related authorities

- Grant appropriate command authorities to Spinnaker in order to complete all development and testing activities, using Spinnaker-provided command authorities instructions.
- Verify IBM licensed products and PTFs are installed. Minimum OS Level is V5R4
- Provide input and expertise, defined by mutual agreement, throughout the project as needed by Spinnaker to support the implementation
- Provide functional and regression testing
- Provide final acceptance testing and acceptance sign-off
- Coordinate go-live implementation to Production

B. Spinnaker Tasks

- Provide project manager and project plan.
- Assist Customer with above tasks where requested by Customer.
- Restore and extract the Spinnaker Q Series Integrator library from Save File to Customer iSeries
- Verify authority and ownership of all Q Series Integrator objects
- Verify Test Environment is ready to perform all development activities for the project
- Modify JDE World base programs and related objects required for Q Series Integrator implementation
- Subject to Customer standard Payroll requirements:
 - Unit Test all program and object changes together with the integration to PTQ
 - Functional QA test the integration together with Customer
- Fix/resolve all reported issues found in testing
- Receive final acceptance test and sign-off by customer
- Implement into Production
- Provide IT Training of Q Series Integrator
- Provide Q Series Integrator documentation to Spinnaker
- Service Level Agreement:
 - Spinnaker will make commercially reasonable efforts to adhere to the Implementation Schedule described in section 7 below, once dates are mutually agreed upon.
 - Any change to the original dates in the Implementation Schedule will be requested in advance by Spinnaker and approved in advance by Customer.
 -

1.2 Q Series Integrator: Ongoing Support Services

Upon Q Series Integrator go-live to Production, Ongoing Support Services, as described in points A, B, C & D below, will be activated. It is the contracting for and payment of the annual Ongoing Support Services fee, defined in Section 10, which grants a Customer the right to use the Q Series Integrator solution and to receive the following post implementation services. Spinnaker shall give notice to Customer of any below-listed changes prior to

implementation:

- A. Spinnaker will provide fixes and/or operational workarounds for issues and defects found in the Spinnaker Tools. This includes the Spinnaker Q Series Integrator and all reported issues as they relate to the interface between JD Edwards Supported Products and the Vertex Payroll Tax Q (PTQ) Series software.
- B. Spinnaker will provide updates and enhancements to the Q Series Integrator which are required in order to maintain compatibility with Vertex PTQ software and any related updates.
- C. Spinnaker will provide Q Series Integrator product enhancements that may be developed by Spinnaker at its sole discretion.
- D. Spinnaker will provide access to the Spinnaker support line for general Q Series Integrator use and/or configuration questions.

2. **Service Level.** Customer will be entitled to receive emergency support (within the scope of Services under this Statement of Work) twenty-four hours a day, seven days a week (including major holidays). Response time commitment for a first live conversation between Spinnaker and Customer after Customer contacts Spinnaker for support is based on the Severity/Priority of the issue as identified by the Customer, such Severity/Priority entered into Spinnaker's Issue Tracking System, and defined as follows:

2.1 Severity Levels

- (a) P1 (Severity/Priority 1) – Critical Priority. Defined as an urgent JD Edwards issue that requires immediate attention.
- (b) P2 (Severity/Priority 2) – High Priority. Defined as a serious JD Edwards issue that requires prompt attention.
- (c) P3 (Severity/Priority 3) – Medium Priority. Defined as a non-urgent JD Edwards issue that requires assistance within Hours of Support.
- (d) P4 (Severity/Priority 4) – Low Priority. Defined as a minor JD Edwards issue, a question or issue that requires minor research or low-priority assistance within Hours of Support.

2.2 **Response Time: Response time will depend on the Severity Level of the issue. The guideline is as follows:**

- (a) **P1 and P2 Issues:** Response time commitment for a first live conversation between Spinnaker and Customer after Customer creates an issue through the Spinnaker Support Tracking System (JIRA) will be 30 minutes for P1 and P2 issues.
- (b) **P3 and P4 Issues:** Response time for P3 and P4 issues between Spinnaker and Customer after Customer creates an issue through the Spinnaker Support Tracking System (JIRA) will be within the same day during normal hours of support or the following business day if the issue is reported after normal hours of support or over a weekend.
- (c) **Resolution Time:** Resolution time will depend on the Severity Level as entered. This may be adjusted if a work-around has been established. P1 and P2 Issues: P1 and P2 issues will receive the highest priority. Customer's resource will escalate to Spinnaker's resource if required and continue working the issue together until it's resolved.

- (d) **P3 and P4 Issues:** Support teams begin working P3 and P4 issues within one business day of receipt and continue working on these to completion. Customer's will escalate to Spinnaker's resource if required and continue working issue together until resolved.

2.3 Credit Schedule due to delayed Response Time:

- (a) P1 and P2 Issues: For an average monthly Response Time that exceeds the 30 minute guideline for a first live conversation between Spinnaker and Customer presented in section 5Bi above the following credits will apply based on the monthly dollar amount average (annual payment divided by 12 months.)
- (b) Average monthly Response Time: from 30 to 45 minutes – 5% credit of monthly cost.
- (c) Average monthly Response Time: from 46 to 60 minutes – 10% credit of monthly cost.
- (d) Average monthly Response Time: over 60 minutes – 15% credit of monthly cost.

2.4 Scope Exclusions

Except as specifically defined in Sections 1.1 and 1.2, the following activities and/or services are out of scope of this agreement. If such services are required by the Customer, a separate Statement of Work to fulfill such service requests must be executed:

- A. JD Edwards Maintenance Services
- B. JD Edwards Tax & Regulatory Support Services
- C. JD Edwards Technical Managed Services (TMS)
- D. JD Edwards Application Managed Services (AMS)
- E. JD Edwards Ad hoc Support Services
- F. JD Edwards Consulting Services

3. Spinnaker Responsibilities

- A. Spinnaker will review and deliver the above-stated scope of work (Section 1.1 and 1.2) via remote access to Customer's systems, based on work activities described, as necessary and as permitted by the Customer and according to the Customer's policies.
- B. Perform its duties to the highest level of professional standards.
- C. Work closely together with the Customer in the delivery of the implementation and ongoing support activities and services described in this agreement.

4. Customer Responsibilities

- A. Customer will review, lead and deliver the above-stated scope of work (Section 1) based on work activities and tasks described.
- B. Customer will provide and schedule additional resources and subject matter experts as needed for the project activities
- C. Customer will make timely decisions to support Q Series Integrator implementation timeline, for example, two working days unless change of scope.
- D. The Customer will provide user acceptance testing and sign-off on all changes prior to moving to production.
- E. Customer will lead the project activities.

- F. Customer will work with Spinnaker to coordinate all implementation tasks.
- G. Customer will provide any documentation of current and pertinent future business processes and technology architecture that may impact the structure of the recommended designs.
- H. Customer will ensure adequate backups are performed of the affected environment(s) prior to beginning any development and implementation tasks.

5. Spinnaker’s Deliverables

- A. All work and related activities defined in sections 1.1 and 1.2
- B. Project plan documentation, prior to the Project Kickoff Meeting listed in section 7 below.
- C. Q Series Integrator solution documentation
- D. Issue Reporting – tracking and recording of all implementation and ongoing support work through JIRA, the Spinnaker ticketing system. Spinnaker shall provide Customer process flows of ticketing system and access to ticketing system.
- E. Monthly status meetings where SLAs/SLRs are discussed.

6. Key Assumptions

- A. Unspecified activities or deliverables are considered out of scope; provided that, Customer may include additional activities, directly related to the scope of this project, as needed.
- B. Customer will work with Spinnaker to lead and drive project to completion
- C. Q Series Integrator implementation scope changes will be reviewed, discussed, and where necessary, approved by the Customer Project Manager and by the Spinnaker Project Manager.
- D. Customer is committed to the success of this project and will adhere to its defined responsibilities

7. Implementation Schedule

The following implementation schedule will be developed, mutually agreed upon and adhered to by Spinnaker and Customer.

Engagement Milestones	Date
Project Kickoff Meeting	TBD
Test Environment Prepared	TBD
Spinnaker Development Project Start	TBD
Customer Acceptance Test Sign-off	On or before September 30, 2013
Q Series Integrator Go-live Date	TBD
Q Series Ongoing Support Effective	Same as Actual Q Series Integrator Production Go-Live date

8. Spinnaker Key Resources

The following Spinnaker resources will be assigned to the implementation phase:

- Engagement Manager – Mark Kreutz
- Project Manager – Tom Leier
- Developer -- Jim Egger or Equivalent
- Functional Support/QA Testing – Jeff Washburn or Equivalent

9. Customer Key Resources

The following Customer resources will be assigned to the implementation phase prior to the date of Project Kickoff Meeting in Section 7 above:

- Engagement Manager – _____
- Project Manager – _____
- Technical Lead – _____
- Functional Support/QA Testing – _____
- Final Acceptance Sign-off – _____

10. Customer Contacts

Primary Business Contact		Primary Accounts Payable Contact	
Name:	Derrick Thomas	Name:	Cynthia Park
Address1:	69 W. Washington St. #2700	Address1:	69 W. Washington St. #2700
City, St, Zip:	Chicago, IL 60602	City, St, Zip:	Chicago, IL 60602
Country:	USA	Country:	USA
Phone:	312-603-3120	Phone:	312-603-1328
Fax:	312-603-9905	Fax:	312-603-9905
Email:	derrick.thomas@cookcountyil.gov	Email:	cynthia.park@cookcountyil.gov

11. Fees Schedule

The following fees will be invoiced for the services defined herein.

Project Type	Amount	Invoice date
Q Series Integrator Solution Fee - Implementation	\$75,000	Same as Effective Date
Q Series Integrator Ongoing Support Fee -- At all times under this Agreement or its renewals subject to conditions set forth below.	\$0 (INCLUDED)	N/A

- A. The Q Series Integrator Solution Fee is payable in full net 30 days from invoice date, and Spinnaker may invoice for this Solution upon the Effective Date.
- B. The Q Series Ongoing Support Fee is included at no additional charge, so long as Customer retains Spinnaker for JD Edwards World A7.3 Payroll Maintenance Services as described in Exhibit 2 to the Agreement.
- C. The initial Q Series Integrator Ongoing Support Period under this Statement of Work shall commence on the Q Series Integrator Solution Go-Live Date and shall continue for so long as Customer retains Spinnaker for JD Edwards World A7.3 Payroll Maintenance Services as described in Exhibit 2 to the Agreement.

EXHIBIT 5

JD Edwards Software License Agreement, Addendum and Attachments

SOFTWARE LICENSE AGREEMENT
"AGREEMENT"

One Technology Way
Denver, Colorado 80237

Customer: Cook County 7/9 11/1996
Address: 115 North Clark Street
Chicago, IL 60602

Customer is a corporation of Illinois, having its principal place of business at Chicago, Illinois ("Customer").
J.D. Edwards World Solutions Company, ("J.D. Edwards"), a Colorado corporation, markets and supports certain software applications licensed hereunder as "Licensed Products".
The Licensed Products are licensed by J.D. Edwards from J.D. Edwards World Source Company, a Colorado corporation, having its place of business at the above address ("J.D. Edwards Source").
J.D. Edwards and J.D. Edwards Source are owned by J.D. Edwards & Company, a Colorado corporation, having its place of business at the above address ("J.D. Edwards Company").

1. DEFINITIONS The following terms shall mean:

Affiliate(s)
Those entities under common control and ownership of the entity first identified as the Customer above, such common control and ownership being defined as the direct or beneficial ownership of a voting interest of at least fifty percent (50%) or the right or power, directly or indirectly, in elect a majority of the Board of Directors, or the right or power to control management.
Customer
The entity first identified above as Customer and its Affiliates.
Designated Processor
The computer processing unit(s) (CPU) identified in each Attachment to this Agreement.
License Fee
The fee defined in Section 15(A).
Licensed Product(s)
The source and object code for application programs and control language procedures, any Software Updates, the media in which the programs are delivered, and the associated documentation. Operations control and utility programs, including report writers, shall be provided in object code only.
Maintenance
Support Line and Software Update services provided to Customer under the Maintenance Agreement.
Published Product Specifications
All on-line help material included within the Licensed Product, and all of the user, technical, and training guides (in whatever media) associated with the Licensed Product, as they may exist from time to time.

(ii) remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the Licensed Products,
(C) Customer shall notify J.D. Edwards in writing of any model change to a Designated Processor.

4. CUSTOMER'S CHOICE OF DESIGNATED PROCESSOR Sizing is the process of estimating the amount of computer equipment and types of hardware and software features needed to execute the Licensed Products on the Designated Processor under particular circumstances and to achieve certain performance goals. J.D. Edwards will perform a sizing only upon Customer's request and using the Customer's own data and estimates. Customer shall have all responsibility for the choice of the Designated Processor, its features, and the use of the Licensed Products to achieve any performance goals. WITH RESPECT TO THIS SECTION, J.D. EDWARDS MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. J.D. EDWARDS ALSO MAKES NO WARRANTY AS TO THE ADEQUACY OR CAPACITY OF THE DESIGNATED PROCESSOR OR AS TO THE PERFORMANCE OF THE LICENSED PRODUCTS ON THE DESIGNATED PROCESSOR TO THE EXTENT SUCH PERFORMANCE IS RELATED TO THE ADEQUACY OR CAPACITY OF THE DESIGNATED PROCESSOR.

5. PROPRIETARY RIGHTS (A) The Licensed Products provided under this Agreement have substantial monetary value and are proprietary to J.D. Edwards Source. The Licensed Products may include copyrighted works and trade secrets, and may include Licensed Products for which a patent has been applied for or issued. The Licensed Products may also include copyrighted and proprietary material of third parties to which J.D. Edwards and J.D. Edwards Source has been granted a right to use and distribute. J.D. Edwards Source, and any third party supplier shall retain ownership of all rights, title and interest to its Licensed Products and all versions thereof. All enhancements and modifications made by J.D. Edwards which are provided under the warranty or Software Update provisions of this Agreement will remain proprietary to J.D. Edwards Source and are considered a part of the Licensed Products under this Agreement. The Licensed Products bear a copyright legend which in no way reduces the trade secret, proprietary, and/or confidential nature of the Licensed Products.

2. LICENSE GRANT In consideration of Customer's promises contained in this Agreement, J.D. Edwards grants to Customer, and Customer accepts, subject to the terms and conditions set out in this Agreement, a non-exclusive and non-transferable perpetual limited license to use the Licensed Products indicated in the Attachments which may be executed from time to time by the parties and which shall then be attached to this Agreement and shall become a part hereof. J.D. Edwards represents that it possesses all rights and interests in the Licensed Products necessary to enter into this Agreement.

3. LICENSE USE (A) Customer shall use the Licensed Products on the Designated Processor(s) identified in Attachments attendant to this Agreement. Customer shall not copy the Licensed Products or allow their use by others without the written permission of J.D. Edwards except for Customer's production, backup, archival, and in-house disaster recovery purposes. Customer will reproduce and include the copyright, trade secret or other restrictive and proprietary legends from the original on all copies. All copies will be subject to the terms of this Agreement. The Licensed Products may be used only by Customer, and not for the benefit of any third party, including but not limited to, commercial timesharing or service bureau or other rental or sharing arrangements. The Licensed Products may be used only in the country in which they are first installed and may only be moved to another country with the prior written permission of J.D. Edwards.

(B) Customer shall notify J.D. Edwards immediately of any unauthorized possession, use or knowledge of any Licensed Products. Customer shall promptly furnish J.D. Edwards with full details of such situation and assist in preventing any recurrence thereof and cooperate at J.D. Edwards' expense in any litigation or other proceedings reasonably necessary to protect the rights of J.D. Edwards and J.D. Edwards Source.
(C) THE LICENSED PRODUCTS CONTAIN SOFTWARE PROTECTION PROCEDURES. IF THERE OCCURS ANY UNAUTHORIZED USE OF THE LICENSED PRODUCTS, SUCH SOFTWARE PROTECTION PROCEDURES WILL LIMIT ACCESS TO THE LICENSED PRODUCTS OR COMPLEMENTARY PRODUCTS. The function of the software protection procedures is documented in J.D. Edwards Source's Published Product Specifications. J.D. Edwards represents that all software protection procedures will only limit access to the Licensed Products and will not destroy any of Customer's programs or data. Further, if the software protection procedures have been enabled when there is no unauthorized use by Customer, J.D. Edwards will, on a highest priority basis, assist Customer in returning to normal operations at no charge to Customer.

(B) Customer shall not:
(i) reverse engineer any part of the Licensed Products, provided, however, that if the Licensed Products are located in a Member State of the European Community such activities shall be permitted solely to the extent, if any, permitted by Article 4 of the Council Directive of 14 May 1993 on the Legal Protection of Computer Programs and any implementing legislation therefor;
(ii) distribute, sell or otherwise transfer any part of the Licensed Products; and

This Agreement, including its Attachments and Amendments and the terms and conditions on its second page, is a complete and exclusive statement of the agreement between the parties, which supersedes all prior or concurrent proposals and understandings, whether oral or written, and all other communications between the parties relating to its subject matter. This Agreement shall not be effective until executed by Customer and accepted by an authorized representative of J.D. Edwards.

Accepted by J.D. Edwards World Solutions Company and effective as of NOV 23 1995 19

J. D. EDWARDS WORLD SOLUTIONS COMPANY
By: Allen Winder
Authorized Signature
Allen Winder
Vice President & Gen. Manager

By signature, signer certifies that signer is authorized to execute this Agreement on behalf of Customer.
CUSTOMER
By: John H. Stroger Jr
Authorized Signature
John H. Stroger Jr
President Board of County Commissioners

SOFTWARE LICENSE AGREEMENT

6. RIGHT TO MODIFY Customer has the right to modify the Licensed Products without the consent of J.D. Edwards. Modifications to the Licensed Products made by Customer, its employees or third-party agents (and not made by J.D. Edwards) shall be the property of Customer. J.D. EDWARDS MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING ANY MODIFIED PORTIONS OF THE LICENSED PRODUCTS. No modifications, including the Developed Software, shall reduce J.D. Edwards Source's ownership of the Licensed Products.

7. WARRANTIES

(A) Licensed Products: J.D. Edwards warrants that for a period of six (6) months following the date of delivery of the Licensed Products to Customer's first designated site, the Licensed Products will perform in all material respects in accordance with the J.D. Edwards Source Published Product Specifications in effect at the date of this Agreement. J.D. Edwards further warrants that the J.D. Edwards Source Published Product Specifications are accurate in all material respects. However, J.D. Edwards makes no warranties regarding any third party products licensed on Attachment C hereunder except as otherwise provided on that Attachment. J.D. Edwards shall have no responsibility for problems in the Developed Software caused by alterations or modifications made by Customer or a third party, or arising out of the malfunction of Customer's equipment or other software products not supplied by J.D. Edwards.

8. WARRANTY EXCLUSION

(A) THIS AGREEMENT IS A LICENSE AND IS NOT A SALE OF GOODS. (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. EXCLUSIVE REMEDIES

For any breach of warranties contained in Section 7 of this Agreement, Customer's exclusive remedy shall be as follows:

(A) Licensed Products: Customer shall have six (6) months following delivery of the Licensed Products to Customer's first designated site to verify that the Licensed Products conform in all material respects with J.D. Edwards Source Published Product Specifications. Customer shall provide written notice of any material nonconformance to J.D. Edwards within this six (6) month period. Such notice shall be in sufficient detail to allow J.D. Edwards to duplicate the nonconformance. J.D. Edwards shall, at no additional charge, correct such nonconformance or provide a mutually acceptable plan for correction by sixty (60) days following the receipt of Customer's notice by J.D. Edwards. Should J.D. Edwards fail to provide such correction or mutually acceptable plan by such date, Customer's sole and exclusive remedy shall be to terminate this Agreement as a default incapable of cure by written notice in accordance with the termination provisions hereof. Notwithstanding the payment provisions hereof, Customer shall be entitled to receive a refund of the License Fees paid. Such notice of termination must be received by J.D. Edwards within ten (10) days following the date for correction or plan for correction.

10. INDEMNITIES

(A) J.D. Edwards agrees to indemnify, defend and hold Customer harmless from and against any loss, cost, damage, liability, or expense (including reasonable legal fees) suffered or incurred by Customer in connection with any patent, copyright or other infringement claim by any third party; provided, however, that Customer permits J.D. Edwards to defend, compromise or settle said claim of infringement and provides J.D. Edwards all available information, assistance and authority to enable J.D. Edwards to do so. However, J.D. Edwards shall have no liability for any claims of infringement that depend upon the use of the Licensed Products in conjunction with non-J.D. Edwards software or other non-J.D. Edwards products or upon a use of the Licensed Products in an unusual or unintended manner.

(B) J.D. Edwards further agrees that if Customer is prevented from using the Licensed Product(s) due to an actual or alleged infringement of any patent, copyright or other intellectual property right, then at J.D. Edwards' option, J.D. Edwards shall promptly either:

- (i) procure for Customer, at J.D. Edwards' expense, the right to continue to use the Licensed Product(s);
(ii) replace or modify the Licensed Product(s), at J.D. Edwards' expense, so that the Licensed Product(s) become non-infringing; or
(iii) terminate this Agreement and return Customer's license fees for the infringing Licensed Product(s) in the event the neither (i) or (ii) are reasonably feasible.

(C) Subsections (A) and (B) of this Section shall constitute J.D. Edwards' entire obligation to Customer with respect to any claim of infringement.

(D) (i) J.D. Edwards agrees to indemnify Customer from and against all costs and liabilities, including reasonable legal fees, which Customer may be required to pay for claims due to injuries to persons or damage to property, pertaining to the furnishing of services or software by J.D. Edwards under this Agreement. However, this subsection shall not apply where such injury or damage is caused by the negligence or willful misconduct of Customer, its agents, or employees.

(ii) Customer agrees to indemnify J.D. Edwards from and against all costs and liabilities, including reasonable legal fees, which J.D. Edwards may be required to pay for claims due to injuries to persons or damage to property caused by Customer during the conducting of training or consulting services under this Agreement. However, this subsection shall not apply where such injury or damage is caused by the negligence or willful misconduct of J.D. Edwards, its agents, or employees.

11. LIMITED LIABILITY EXCEPT FOR FAILURE TO COMPLY WITH THE PROPRIETARY RIGHTS OR OTHER INFRINGEMENT INDEMNITY PROVISIONS CONTAINED HEREIN:

(A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR A MONETARY AMOUNT GREATER THAN THE AMOUNTS PAID PURSUANT TO THIS AGREEMENT.

(B) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER

ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(C) THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

12. ARBITRATION

All disputes involving this Agreement shall be submitted to a panel of three (3) arbitrators appointed and operating under the Uniform Arbitration Act and the procedural rules of the American Arbitration Association. Such panel shall include only persons with computer software industry experience. Each party shall choose one (1) arbitrator, and the third arbitrator shall be chosen by the two (2) arbitrators thus selected by the parties. The location of the arbitration hearing will be chosen by the party not initiating the arbitration or action. The written decision of the arbitrator shall be final, binding and convertible to a court judgment in any appropriate jurisdiction.

13. TERMINATION

(A) If either party materially breaches this Agreement, the other party may give written notice of its desire to terminate and the specific grounds for termination and, if such default is capable of cure and the party in default fails to cure the default within thirty (30) days of the notice, the other party may terminate this Agreement. If such default is incapable of cure, the other party may terminate this Agreement immediately upon written notice of its desire to terminate. Upon termination, the License to use the Licensed Products shall be immediately revoked and all Licensed Products and supporting materials will be returned to J.D. Edwards or destroyed and an affidavit supplied to J.D. Edwards certifying destruction. Confidentiality obligations shall survive this Agreement.

(B) In the event an Affiliate ceases to comply with the definition of Affiliate herein, J.D. Edwards' may, at its option, terminate this Agreement between J.D. Edwards and the former Affiliate according to the termination provisions hereof.

14. EMPLOYEE RECRUITING

Each party acknowledges that the other party's employees are critical to the servicing of its customers. Each party agrees not to employ or otherwise engage the other party's employees for a period of six (6) months following any employee's last involvement in the performance of this Agreement. Should a party violate this provision, the hiring party will pay the other party fifty percent (50%) of the former employee's annual salary. Such payment shall be the other party's sole remedy with respect to the hiring party. However, such payment does not restrict the other party's rights or remedies as they relate to such former employee.

15. PAYMENT

(A) In consideration for the License granted herein, Customer will pay to J.D. Edwards the License Fee listed on any Attachment attendant to this Agreement. Customer agrees to pay seventy-five percent (75%) of the License Fees upon the execution of this Agreement and any Attachment attendant to this Agreement, and the remaining twenty-five percent (25%) within thirty (30) days after delivery of the Licensed Product.

(B) In addition to the charges due under this Agreement, and even if Customer shall provide a tax exemption number or affidavit of exemption, Customer shall be responsible for all taxes including sales, use, property, excise, value added and gross receipts levied on this Agreement or the Licensed Products, except taxes based on J.D. Edwards' net income.

(C) Customer agrees to pay for all uncontested amounts due under this Agreement within thirty (30) days after the date of invoice. Customer shall have thirty (30) days after the invoice date to contest in good faith the amounts and items charged. Past due uncontested amounts will bear interest of one and one-half percent (1 1/2%) per month from the due date at the highest rate permitted by law if late.

(D) All payments made hereunder are nonrefundable except as otherwise specifically provided otherwise in this Agreement.

16. GENERAL

(A) The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach.

(B) All notices shall be in writing and sent by certified mail, postage prepaid, return receipt requested to the address written above or such other address as notified by the other party and such notice shall be deemed to be made on the fifth (5th) day after such mailing.

(C) All disputes involving this Agreement, except actions arising under the patent and copyright provision of the U.S. Code, shall be determined under the law of the State of Colorado. No action, regardless of forum arising out of this Agreement, may be brought by either party more than one (1) year after the claiming party knew or should have known of the cause of action or action.

(D) Except as provided in this subsection, this Agreement may not be assigned by either party and any attempted assignments which do not adhere to these provisions shall be void. However, either party may, upon written notice to the other party, assign this Agreement to any Affiliate. J.D. Edwards may assign this Agreement in the event of the sale of all or substantially all of its assets or equity.

(E) If any provision of this Agreement is held to be invalid or unenforceable, such decision shall not affect the validity or enforceability of the Agreement or any of the remaining provisions.

(F) The parties herein are independent contractors and neither party nor its employees, directors, agents or consultants shall hold itself out to be or allow itself to be considered as an agent or employee of the other party.

**ADDENDUM TO THE SOFTWARE
LICENSE AND
MAINTENANCE AGREEMENT**One Technology Way
Denver, Colorado 80237

Customer Cook County A/B #414646
 Address 118 North Clark Street
Chicago, IL 60602

This Addendum is made by and between J.D. Edwards World Solutions Company ("J.D. Edwards") and Customer in consideration of their mutual promises and subject to its Terms and Conditions.

This Addendum amends the Software License Agreement and Maintenance Agreement ("Agreement") dated NOV 23 1998, by and between J.D. Edwards and Customer by its Terms and Conditions.

ARTICLE 1, DEFINITIONS, of the Software License Agreement and Maintenance Agreement are amended by the deletion of the Definition of "Affiliate(s)".

ARTICLE 2, LICENSE GRANT, of the Software License Agreement is modified by redesignating the existing Subsection as Subsection "(A)," adding the following new language to Subsection (A) and adding the following new Subsections (B) and (C):

"The source code for the operations and control programs which is withheld from J.D. Edwards' World Software Licensed Products consists of the following:

Operations and Menu Controls, including Machine Interface Software, Electronic Mail, Menu Manager, Security Officer, and Unattended Night Operations
 Report writers, including Dreamwriter, Worldwriter, and FASTR Help
 Software Design Aid/Report Design Aid
 World CASE/Development Environment

All such source code will be included in J.D. Edwards' escrow provision if such is elected by Customer. For clarification purposes, as stated in the Article 1, Definitions, of this Agreement, the source and object code for application programs and control language procedures, are provided as part of the Licensed Products.

"(B) Customer has licensed the Licensed Products on a special bid basis. Customer has the right to the use of the J.D. Edwards Licensed Products by any of its employees, all of which shall be concurrent users. Upon J.D. Edwards' written request, and to expedite the provision of Software Protection Codes to Customer, Customer shall certify in writing on an annual basis to J.D. Edwards the number of employees as of the previous December 31. Should Customer's employee count increase to the extent that access to the Licensed Products is prevented by the Software Protection Code, Customer may provide an interim written certification and request a new Software Protection Code, which J.D. Edwards will provide. Customer's initial user count shall be 10,000 users.

"(C) Customer, being a governmental entity, may at some point in the future outsource the operation or management of certain offices, institutions, or functions in or for which it will use the Licensed Products under this Agreement. Customer may utilize any third party that Customer retains as its agent to operate or manage any of such offices, institutions, or functions (the "Agent"), so long as the Agent acts under contract with Customer and under Customer's control. Prior to any such outsourcing, Customer shall obtain the agreement of Agent to be bound by the terms and conditions of this Agreement. Customer shall be responsible for and indemnify J.D. Edwards from all acts and omissions to act of any such Agent that relate to the Licensed Products provided to Customer under this Agreement. Except as provided in this Outsourcing Provision,

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Customer may not assign or transfer any of its rights and obligations under this License to any third party without J.D. Edwards' prior written approval."

ARTICLE 3, LICENSE USE, Subsection (C) of the Software License Agreement is amended by inserting the following language at the beginning of the sentence:

"Customer shall have the right to replace the processor on which the software is installed; however,"

ARTICLE 5, PROPRIETARY RIGHTS, Subsection (C), of the Software License Agreement is modified by adding the following language:

"Notwithstanding anything to the contrary in this Agreement, J.D. Edwards shall be entitled to withhold a software protection code ("SPC") from Customer solely in the event a court of competent jurisdiction holds in a temporary restraining order granted after a hearing for which J.D. Edwards provided advance written notice to Customer, a preliminary injunction, or a final order, that J.D. Edwards may withhold such SPC from Customer because of material breach of this Agreement by Customer or any of its Agents. If Customer requests an SPC from J.D. Edwards and has not complied with the notice requirement in Article II, Section 2(C) which states that Customer shall notify J.D. Edwards in writing of any model change to a Designated Processor, J.D. Edwards shall provide Customer with an SPC valid for a period of ninety (90) days from date of issuance. Upon Customer's compliance with such notice requirement, J.D. Edwards shall provide Customer with an SPC. In any event, all SPCs, other than the ninety (90) day temporary SPC referenced above, issued to Customer by J.D. Edwards will be for periods of one (1) year. Customer may obtain a new SPC thirty (30) days in advance of the expiration of the current code."

ARTICLE 7, WARRANTIES, Subsection (A) of the Software License Agreement is amended as follows:

"period of six (6) months" is changed to "period of eighteen (18) months."

ARTICLE 7, WARRANTIES, of the Software License Agreement is amended by adding the following new Subsections (B) and (C); and **ARTICLE 3, WARRANTY**, of the Maintenance Agreement is amended by redesignating the existing subsection as Subsection "(A)" and adding the following new Subsections (B) and (C):

"(B) J.D. Edwards warrants that the Licensed Products, when used in accordance with its Published Product Specifications, upon installation shall in all material respects be capable of accurately processing, providing and/or receiving date data from, into, and between the twentieth and twenty-first centuries (including the years 1999 and 2000 and leap year calculations), provided that all other products (e.g. hardware, software, middleware, firmware, and any other systems) used in combination with the Licensed Products properly exchange date data with the Licensed Products

"(C) J.D. Edwards further warrants that, to the best of its knowledge, after employing reasonable commercial means to detect viruses, at the time of shipment from J.D. Edwards the Licensed Products are free of any and all viruses, or other computer software code (except for the software protection procedures described under this Agreement) or devices which are designed to halt, disrupt, or sabotage the operation of the Licensed Products."

ARTICLE 9, EXCLUSIVE REMEDIES, introductory sentence of the Software License Agreement is modified as follows:

"For any breach of warranties contained in Section 7 of this Agreement Customer's exclusive remedy against J.D. Edwards shall be as follows:"

ARTICLE 9, EXCLUSIVE REMEDIES, Subsection (A) of the Software License Agreement is modified as follows:

Each occurrence of the phrase "six (6) months" is changed to "eighteen (18) months"

ARTICLE 10, INDEMNITIES, Subsection (A), of the Software License Agreement is amended as follows:

"J.D. Edwards agrees to indemnify, defend and hold Customer harmless from and against any loss, cost, damage, liability, or expense (including reasonable legal fees and administrative expenses) suffered or incurred by Customer in connection with any patent, copyright, trademarks and trade secrets or other infringement claim by any third party; provided, however, that Customer permits J.D. Edwards to defend, compromise or settle said claim of infringement and provides J.D. Edwards all available information, assistance and authority to enable J.D. Edwards to do so. However, J.D. Edwards shall have no liability if and to the extent by which any claims of infringement depend upon the use of the Licensed Products in conjunction with non-J.D. Edwards software or other non-J.D. Edwards products or upon a use of the Licensed Products in a manner not contemplated by the Published Product Specifications."

ARTICLE 12, ARBITRATION, of the Software License Agreement and ARTICLE 8, ARBITRATION, of the Maintenance Agreement are deleted in their entirety and the following inserted in lieu thereof:

"Dispute Resolution

(A) In the event any dispute between J.D. Edwards and Customer, either with respect to the interpretation of any provision of this agreement or with respect to the performance by J.D. Edwards or by Customer hereunder can not be resolved by the Customer's Project Manager and J.D. Edwards, such dispute shall be resolved as specified in this section.

1. Upon the written request of either J.D. Edwards or the Customer, both J.D. Edwards and the Customer will appoint a designated representative who does not devote substantially all of his or her time to performance under this Agreement, whose task it will be to meet for the purpose of endeavoring to resolve such dispute.

2. The designated representatives shall meet as often as necessary to gather and furnish to the other all information with respect to the matter in issue which is appropriate and germane in connection with its resolution.

3. Such representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto.

4. During the course of such negotiation, all reasonable requests made by either J.D. Edwards or the Customer to the other for nonconfidential information reasonably related to this Agreement, will be honored in order that both J.D. Edwards and the Customer may be fully advised of the other's position.

5. The specific format for such discussions will be left to the discretion of the designated representatives but may include the preparation of agreed-upon statements of fact or written statements of position furnished to the other.

(B) If the designated representatives cannot resolve the dispute, then the dispute shall be escalated to the County Bureau Chief and the Director of Fiscal Management and the Vice President, Public Services Area, for their review and resolution. If the dispute cannot be resolved by such officers, then J.D. Edwards and the Customer may initiate formal proceedings. Except in the case of emergencies requiring temporary injunctive relief, in which case judicial proceedings may be initiated without prior resort to the dispute resolution process described above, formal proceedings for the judicial

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resolution of any such dispute may not be commenced until the earlier of:

1. the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely; or
2. J.D. Edwards and the Customer making a joint determination on whether or not to pursue the matter through the utilization of non-binding mediation, the details of which would be determined at the time of such a decision; or
3. 30 days after the initial request to negotiate such dispute; or
4. 30 days before the statute of limitations governing any cause of action relating to such dispute would expire.

(C) J. D. Edwards and the Customer expressly waive their right to a trial by jury in any formal proceeding arising hereunder.

(D) Any settlement discussions are subject to Federal Rule of Evidence 408. Any litigation with respect to the interpretation of provisions of this Agreement, with respect to the performance by J.D. Edwards, or by the Customer hereunder, or otherwise relating to this Agreement or J.D. Edwards or the Customer's obligations hereunder, will be filed only in the United States District Court for the Northern District of Illinois.

(E) Except where clearly prevented by the area in dispute or in the event of non-payment by the Customer of the charges herein, or a portion thereof, both J.D. Edwards and the Customer agree to continue performing their respective obligations under this Agreement while the dispute is being resolved unless and until such obligations are terminated or expire in accordance with the provisions hereof."

ARTICLE 13, TERMINATION, of the Software License Agreement, Subsection (A) and ARTICLE 9, TERMINATION, of the Maintenance Agreement are amended as follows:

"thirty (30) days" is changed to "forty-five (45) days"

ARTICLE 13, TERMINATION, of the Software License Agreement is amended by deleting Subsection (B).

ARTICLE 14, EMPLOYEE RECRUITING, of the Software License Agreement and ARTICLE 10, EMPLOYEE RECRUITING, of the Maintenance Agreement are deleted in their entirety and the following inserted in lieu thereof:

"J.D. Edwards' management involved in the performance of this Agreement, and Customer's management will not directly target for employment each other's employees involved in the performance of this Agreement for a period of one year after the termination or expiration of this Agreement ("Non-Solicitation Period"). However, if such an employee independently submits an application for employment, their application will receive the same consideration as all other applicants. Should a Customer or J.D. Edwards employee involved in the performance of this Agreement be hired by the other Party during the Non-Solicitation Period, then such employee will not be assigned as follows: for a Customer employee hired by J.D. Edwards, such employee would not be assigned to the J.D. Edwards practice in J.D. Edwards Public Services Area for a period of one year after the termination or expiration of this Agreement; for an J.D. Edwards employee hired by Customer, such employee would not be assigned to the Cook County Bureau of Finance, Financial Management Information System project. This provision shall not be interpreted as preventing J.D. Edwards or Customer from proceeding with normal employee recruiting processing including, but not limited to, electronic and print media, trade shows and college campus recruiting."

Section 15, PAYMENT, Subsections (A) and (B) of the Software License Agreement are struck and replaced by the following:

"In consideration for the License granted hereunder, Customer agrees to pay to IBM Corporation for the benefit of JDE on a non-refundable basis except to the extent provided elsewhere in this Agreement the Software License Fees enumerated in Customer's separate agreement with IBM Corporation."

Section 16, GENERAL, Subsection (C) of the Software License Agreement and Section 12, GENERAL, Subsection (C) of the Maintenance Agreement are amended as follows:

"State of Colorado" is replaced with "State of Illinois"

Section 16, GENERAL of the Software License Agreement Subsection (D) is struck and replaced by the following:

"Except as provided in this subsection and as otherwise provided in Section 2(C) of this Agreement, this Agreement may not be assigned by either party and any attempted assignment which does not adhere to these provisions shall be void. However, J.D. Edwards may, upon written notice to Customer assign this Agreement to any entity under common control and ownership of J.D. Edwards, such common control and ownership being defined as the direct or beneficial ownership of a voting interest of at least fifty percent (50%) or the right or power, directly or indirectly, to elect a majority of the Board of Directors, or the right or power to control management. J.D. Edwards may assign this Agreement in the event of the sale of all or substantially all of its assets or equity."

Section 16, GENERAL, of the Software License Agreement is amended by the addition of the following new Subsection (G):

"J.D. Edwards warrants that it is not a party to any intellectual property suit that would affect the Customer's right to use the Licensed Products, nor does J.D. Edwards have knowledge of any pending intellectual property claim that would affect the Customer's right to use the Licensed Products."

Section 16, GENERAL, of the Software License Agreement is amended by the addition of the following new Subsection (H) and Section 12 of the Maintenance Agreement is amended by the addition of the following new Subsection (G):

"This Agreement shall not become effective unless approved and accepted by the Customer's Board of Commissioners as indicated by their signature hereon."

Section 16, GENERAL, of the Software License Agreement is amended by the addition of the following new Subsection (I):

"Attachment D and Exhibit A to Attachment D shall be attached to the Software License Agreement."

Section 16, GENERAL, of the Software License Agreement is amended by the addition of the following new Subsection (J):

"J.D. Edwards agrees that Customer may provide for Disaster Recovery Services either on a computer processing unit which may be owned or leased by Customer, or on a processor provided for Disaster Recovery by a third party organization. In the event that Customer requires Disaster

Recovery Services, Customer will promptly notify J.D. Edwards of the model, serial number and location of the processor to be used for Disaster Recovery ("Disaster Recovery Processor") by Customer.

"This license is granted only for the Licensed Products installed on Customer's Designated Processor and not for any other Licensed Products installed on any other processor(s). The Licensed Products loaded upon a Disaster Recovery Processor will only be operational, other than for disaster recovery test purposes, in case of disaster conditions and inoperability of Customer's Designated Processor(s). Immediately upon Customer's Designated Processor(s) regaining operable status, or the replacement of the Designated Processor(s) pursuant to Article 3(C) of this Agreement, Customer agrees to cease using the Licensed Products on the Disaster Recovery Processor, except as needed to restore the Designated Processor(s) to proper operating condition. Should Customer choose to utilize Disaster Recovery services provided by a third party organization, Customer agrees to provide J.D. Edwards with a copy of Customer's service agreement with the third party and an original J.D. Edwards Non-Disclosure Agreement executed by the third party. Customer agrees to be fully responsible to J.D. Edwards for all damages, including lost profits and consequential damages, if applicable, for any unauthorized use, disclosure, or duplication of the Licensed Products by the third party organization or any other unauthorized party in the course of, or arising out of, Disaster Recovery efforts."

ARTICLE 1, DEFINITIONS, of the Maintenance Agreement is amended by the insertion of the following after the definition for "Customer"

"Initial Maintenance Period

The twelve (12) months following delivery of the Licensed Products to Customer's first designated site during which Maintenance shall be provided to Customer at no charge."

ARTICLE 1, DEFINITIONS, of the Maintenance Agreement is amended by the deletion of "Period of Coverage" and its definition, and its replacement with the following:

"Period of Coverage

The time period during which the Maintenance services shall be available under this Agreement. The initial Period of Coverage begins at the completion of the Initial Maintenance Period."

ARTICLE 1, DEFINITIONS, of the Maintenance Agreement is amended by the deletion of "Software Update" and its definition, and its replacement with the following:

"Software Updates

Program updates (including cumulative releases containing corrections to the Licensed Products) and new system versions and releases provided during the Initial Maintenance Period and any additional Period of Coverage."

ARTICLE 2, MAINTENANCE SERVICES, Subsection (B), of the Maintenance Agreement shall be amended by the addition of the following language at the end of the Subsection:

"Notwithstanding the foregoing, after the third (3rd) year of the Maintenance Period, Customer shall be allowed to cancel Maintenance Services within sixty (60) days of receipt of an invoice for Maintenance Services."

ARTICLE 2, MAINTENANCE SERVICES, Subsection (C), of the Maintenance Agreement shall be deleted in its entirety and replaced with the following:

"(C) Support Line services shall be provided in accordance with J.D. Edwards' Support Line policies in effect at the completion of the Initial Maintenance Period and at the beginning of each

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annual renewal of the Period of Coverage. Fees for reinstatement of lapsed Maintenance services shall be charged in accordance with J.D. Edwards' policy for reinstatement fees in effect on the date of such reinstatement."

ARTICLE 2, MAINTENANCE SERVICES, of the Maintenance Agreement is amended by adding the following new Subsection (F)

"(A) Maintenance and Support

"J.D. Edwards shall provide Customer with the Premier Maintenance Support Service from J.D. Edwards. This level of support includes unlimited application and technical assistance available 7 days a week, 24 hours a day. Premium Maintenance also provides on-line support services, including:

- Access to software release schedules
- Inquiries on the Customer's software shipping history
- Hot bulletins, tips and techniques
- Downloadable software updates
- Electronic requests for assistance

"(B) Support Plan

"J.D. Edwards will provide Customer with standard technical system documentation. This will be delivered in CD-ROM format.

"(C) J.D. Edwards will provide updates to Customer at no additional charge as a part of the Customer's maintenance agreement, provided Customer is current in their maintenance fees. These software updates become a part of the J.D. Edwards' licensed products. Staying current on the J.D. Edwards software release assures the Customer of ongoing support. Software update services are classified as follows:

- Major Release - A major software release includes enhancements and database changes to important files that are shared by many systems. These major releases are typically provided every twelve (12) to eighteen (18) months. As part of Quality Assurance, J.D. Edwards will schedule an upgrade planning session with the Customer after project completion to insure that the Customer's software release is elevated to the then current level.
- Cumulative Update - A cumulative update will be issued to Customer periodically. It includes multiple defect corrections and may include enhancements. To facilitate installation of the Cumulative Update, J.D. Edwards will usually not include application-specific instructions or database changes on the Cumulative Update.
- Untested Quick Fix - An untested quick fix will be provided to Customer if it is needed to fix a critical error but cannot wait for the next Cumulative Update. Quick Fixes, will be applied only when deemed absolutely necessary by the Project Managers."

ARTICLE 3, WARRANTY, of the Maintenance Agreement, the first Subsection is redesignated as Subsection (A) and amended to read as follows:

"During the Initial Maintenance Period and Period of Coverage, J.D. Edwards warrants that the Licensed Products will perform in all material respects in accordance with the J.D. Edwards Source Published Product Specifications as they may exist during the Initial Maintenance Period and Period of Coverage. Such Published Product Specifications shall be accurate in all material

respects but shall be subject to amendment from time to time to conform with functionality contained in new releases of the Licensed Products."

ARTICLE 5. EXCLUSIVE REMEDY, of the Maintenance Agreement, shall be modified by redesignating the existing Subsection as Subsection "(A)," and adding the following new Subsection (B):

"Notwithstanding the foregoing, J.D. Edwards obligations to provide corrections and/or telephone support for OneWorld Software release B73.3 and World Software release A7.3 only shall be as follows

i) For OneWorld Software release B73.3 corrections shall be provided for a period of twenty-four (24) months from the date of general commercial availability (not an alpha or beta release) of B73.3. Telephone support shall be provided through June 30, 2001. Upgrade paths shall be provided through June 30, 2001.

ii) For World Software release A7.3, pursuant to the Warranty provisions of the Software License Agreement corrections shall be provided for a period of eighteen (18) months from the date of this Agreement. Telephone support shall be provided through June 30, 2001. Upgrade paths shall be provided through June 30, 2001."

ARTICLE 11, PAYMENT, Subsection (A), of the Maintenance Agreement is deleted in its entirety and replaced with the following:

"(A) Maintenance fees are payable by Customer as an annual charge with the first payment due at the expiration of the Initial Maintenance Period. If Customer fails to remit Maintenance fees, J.D. Edwards will have no duty to provide the Maintenance services specified under Article 2."

ARTICLE 11, PAYMENT, Subsection (A), of the Maintenance Agreement is amended by the addition of the following:

(i) In consideration of Customer's agreement to license an enterprise-wide license herewith, J.D. Edwards shall invoice Customer for Maintenance services as follows:

(1) For the first twelve (12) months after execution of this Agreement, Maintenance Fees for this period shall be \$57,564.

(2) J.D. Edwards agrees to provide a credit for this amount.

(ii) The foregoing shall apply regardless of the fact that Customer's actual user count may be below the specified number for Support Line during the applicable period. After this twelve (12) month period, Customer agrees to pay Maintenance Fees pursuant to the terms of this Addendum."

ARTICLE 11, PAYMENT, Subsection (C), of the Maintenance Agreement is amended by the addition of the following at the end of the Subsection:

"Interest charges shall not accrue until sixty (60) days after the date of the invoice."

ARTICLE 11, PAYMENT, of the Maintenance Agreement is amended with the addition of the following new Subsection (F):

"(F) At the expiration of the Initial Maintenance Period, (Year 1), the annual price for Maintenance shall be five hundred seventy-five, six hundred forty dollars (\$575,640).

Confidential

J.D. Edwards may increase its list prices annually for Maintenance. However, J.D. Edwards agrees not to increase its list prices over the greater of either five percent (5%) per year for Years 3, 4 and 5, and eight percent (8%) for Years 6 and 7, or the national rate of inflation for the preceding twelve (12) month period, as measured for the Consumer Price Index by the United States Bureau of Labor Statistics. J.D. Edwards may carry forward for one (1) year the right to apply any increase not made during the previous year."

THIS ADDENDUM, INCLUDING THE AGREEMENT OF WHICH IT IS A PART, IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR OR CONCURRENT PROPOSALS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS ADDENDUM AND THE AGREEMENT. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the terms and conditions of this Addendum and those contained within the Agreement, the terms and conditions of this Addendum shall prevail. All other terms and conditions remain unchanged and are ratified hereby.

THIS ADDENDUM SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CUSTOMER AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF J.D. EDWARDS AT ITS PLACE OF BUSINESS.

Accepted by J.D. Edwards World Solutions
Company and effective as of

NOV 23 1998

J.D. EDWARDS WORLD SOLUTIONS CO.

By [Signature]
(Authorized Signature)

Allen Winder
(Print or Type Name)

Vice President & Gen Mgr.
(Title)

By execution, signer certifies that signer is authorized to execute this Addendum on behalf of Customer

CUSTOMER

By [Signature]
(Authorized Signature)

John H. Stroger, Jr.
(Print or Type Name)

President Board of County Commissioners
(Title)



**MAINTENANCE AGREEMENT
"AGREEMENT"**

One Technology Way
Denver, Colorado 80237

Customer Cook County A/B #414646
Address 118 North Clark Street
Chicago, IL 60602

Customer is a corporation or Public Entity having its principal place of business at Chicago, Illinois ("Customer");

J.D. Edwards World Solutions Company, ("J.D. Edwards"), a Colorado corporation, markets, and supports certain software applications referenced herein as "Licensed Products";

The Licensed Products are licensed by J.D. Edwards from J.D. Edwards World Source Company, a Colorado corporation, having its place of business at the above address ("J.D. Edwards Source");

J.D. Edwards and J.D. Edwards Source are owned by J.D. Edwards & Company, a Delaware corporation, having its place of business at the above address ("J.D. Edwards Company");

Maintenance Services - J.D. Edwards provides to Customer and Customer accepts, subject to the terms and conditions of this Maintenance Agreement ("Agreement"), Maintenance services indicated below:

Short Duration Continuation of the Initial Maintenance Period. Period of Coverage: One (1) year(s). The Period of Coverage begins upon shipment of the Licensed Products to the first designated site. PREMIER Maintenance, if selected below, is also available for this Period of Coverage. Customer may not elect to include any of the Licensed Products or Licensed Users from the Maintenance services during the Period of Coverage. During the Period of Coverage, Customer may be billed additional Maintenance fees resulting from the addition of Licensed Users or from the change of service type from Standard to Premier.

Payment: Customer agrees to pay the fees specified below upon execution of this Agreement. If Customer does not pay the amount specified below upon execution of this Agreement, Customer agrees to pay at J.D. Edwards' then-current prices for the Period of Coverage specified above within thirty (30) days of invoicing by J.D. Edwards. Unless canceled by either party by written notice no less than thirty (30) days prior to the end of the Period of Coverage, this Agreement and the Period of Coverage shall automatically extend for one (1) year at the then current prices.

Existing J.D. Edwards Customers Only: For existing Customers converting to Suite Pricing, your Maintenance fees will in no event be lower than your Maintenance fees under your previous pricing structure (your "Maintenance Fee Base"). Your Maintenance Fees will remain the same as the Maintenance Fee Base unless and until you license sufficient Users under Suite Pricing (or until J.D. Edwards list price for Maintenance Suite Pricing increases) so that the Suite Maintenance fees exceed the Maintenance Fee Base. If that occurs, you will be then billed for Maintenance fees based on your number of Users under Suite Maintenance.

Select Type:

- Standard Maintenance Fee
- PREMIER Maintenance Fee
- Re-Initiation Charge: _____

Maintenance Fees

(If paying upon execution, plus taxes, if applicable)

User Type Licensed Count: _____

SPECIAL BID

Sales Tax	N/A
Total Maintenance Fees:	\$275,640.00

This Agreement, including its Amendments, if any, is a complete and exclusive statement of the agreement between the parties, which supersedes all prior or concurrent proposals and understandings, whether oral or written, and all other communications between the parties relating to its subject matter. This Agreement shall not be effective until executed by Customer and accepted by an authorized representative of J.D. Edwards.

Accepted by J.D. Edwards World Solutions Company and executed as of 1/98
 J.D. EDWARDS WORLD SOLUTIONS COMPANY
 By: Allen Winder
 (Authorized Signature)
Allen Winder
 (Print or Type Name)
Vice President & Gen. Manager
 (Title)

By execution, signer certifies that signer is authorized to execute this Agreement on behalf of Customer
 CUSTOMER
 By: John H. Steger Jr.
 (Authorized Signature)
John H. Steger Jr.
 (Print or Type Name)
President Board of County Commissioners
 (Title)

MAINTENANCE AGREEMENT
Terms and Conditions

1. DEFINITIONS - The following terms shall mean:

Affiliate(s)

Those entities under common control and ownership of the entity first identified as the Customer on page one, such common control and ownership being defined as the direct or beneficial ownership of a voting interest of at least fifty percent (50%) or the right or power, directly or indirectly, to elect a majority of the Board of Directors, or the right or power to control management.

Customer

The entity first identified as the Customer on page one and its Affiliates.

Licensed Product(s)

The Licensed Products shall be defined as only the Licensed Products as defined in the Software License Agreement and its Attachments and Addenda and for which J.D. Edwards has expressly agreed to offer a warranty in the Software License Agreement.

Period of Coverage

The time period during which the Maintenance services shall be available under this Agreement. The initial Period of Coverage begins upon shipment of the Licensed Products to the first designated site.

Published Product Specifications

All on-line help material included within the Licensed Products and all of the user, technical, and training guides (in whatever media) associated with the Licensed Products, as they may exist from time to time.

Software Updates

Program updates (including cumulative releases containing corrections to the Licensed Products) and new system versions and releases provided during the Period of Coverage.

Support Line

Includes unlimited telephone support during normal Support Line hours, including research time performed by the Support Line staff. It does not cover training, set-up of hardware or software, and programming consultation.

2. MAINTENANCE SERVICES (A) Maintenance includes the Software Updates and Support Line services. Maintenance is offered by J.D. Edwards for only the Licensed Products under the Software License Agreement and its Attachments licensed for use on a specific Designated Processor for which J.D. Edwards has expressly agreed to offer a warranty under the Software License Agreement. Customer may not elect to exclude any of the Licensed Products from the Maintenance services during the Period of Coverage. If the Licensed Products are being used in a client/server or Configurable Network Computing environment, Customer agrees to make a reasonable effort to establish and maintain an internal competency center or help desk to assist in coordinating the Maintenance provided under this Agreement by providing a central point of contact with the J.D. Edwards Support Line.

(B) Unless canceled by either party by written notice no less than thirty (30) days prior to the end of the Period of Coverage, the Period of Coverage for Maintenance shall automatically extend for one (1) year at J.D. Edwards' then current prices.

(C) Support Line and Software Update services shall be provided in accordance with J.D. Edwards' policies in effect at the beginning of each annual renewal of the Period of Coverage. Fees for reinstatement of lapsed Maintenance services shall be charged in accordance with J.D. Edwards' policy for reinstatement fees in effect on the date of such reinstatement.

(D) All software or data delivered by the Support Line shall become part of the Licensed Products.

(E) Customer is responsible for the installation of upgrades from one release or version to the next of the Licensed Products.

3. WARRANTY During the Period of Coverage, J.D. Edwards warrants that the Licensed Products will perform in all material respects in accordance with the J.D. Edwards Source Published Product Specifications as they may exist during the Period of Coverage. Such Published Product Specifications shall be accurate in all material respects but shall be subject to amendment from time to time to conform with functionality contained in new releases of the Licensed Products.

4. WARRANTY DISCLAIMER (A) THIS AGREEMENT PROVIDES LICENSES AND SERVICES AND IS NOT A SALE OF GOODS.

(B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. EXCLUSIVE REMEDY For any breach of warranty under Section 3 of this Agreement, Customer's exclusive remedy shall be the following. J.D. Edwards agrees to correct any material nonconformance of the unmodified portion of the Licensed Product(s) to J.D. Edwards Source Published Product Specifications as so additional charge subject to the following conditions. J.D. Edwards' obligation to provide corrections under this provision shall apply only to (1) the most current version of the Licensed Product, and (2) the most preceding version of the Licensed Product but only during the six (6) month after normal release of the most current version. However, corrections generally made available to all Customer in the ordinary course as a part of Software Updates (through the issuance of cumulative releases) are not governed by and are in addition to this provision. Customer shall provide notice to J.D. Edwards in sufficient detail to allow J.D. Edwards to duplicate the nonconformance. Should J.D. Edwards fail to provide such correction, Customer's sole and exclusive remedy shall be to receive a refund of Maintenance fees paid for the nonconforming Licensed Product(s) for the Period of Coverage during which the nonconformance occurred.

6. INDEMNITY (A) J.D. Edwards agrees to indemnify Customer from and against all costs and liabilities, including reasonable legal fees, which Customer may be required to pay for claims due to injuries to persons or damage to property pertaining to the furnishing of services or software by J.D. Edwards under this Agreement. However, this subsection shall not apply where such injury or damage is caused by the negligence or willful misconduct of Customer, its agents, or employees.

(B) Customer agrees to indemnify J.D. Edwards from and against all costs and liabilities, including reasonable legal fees, which J.D. Edwards may be required to pay for claims due to injuries to person or damage to property caused by Customer during the conducting of training or consulting services under this Agreement. However, this subsection shall not apply where such injury or damage is caused by the negligence or willful misconduct of J.D. Edwards, its agents, or employees.

7. LIMITED LIABILITY (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR A MONETARY AMOUNT GREATER THAN THE AMOUNTS PAID OR DUE PURSUANT TO THIS AGREEMENT; AND

(B) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

8. ARBITRATION All disputes involving this Agreement, except actions arising under the patent and copyright provisions of the U.S. Code, shall be submitted to a panel of three (3) arbitrators appointed and operating under the Uniform Arbitration Act and the procedural rules of the American Arbitration Association. Such panel shall include only persons with experience in the areas of information technology or computer software licensing, installation or implementation. Each party shall choose one (1) arbitrator, and the third arbitrator shall be chosen by the two (2) arbitrators thus selected by the parties. The location of the arbitration hearing will be chosen by the party not initiating the arbitration or action. The written decision of the arbitrators shall be final, binding and convertible to a court judgment in any appropriate jurisdiction.

9. TERMINATION If either party materially breaches this Agreement, the other party may give written notice of its desire to terminate and the specific grounds for termination. If such default is capable of cure and the party in default fails to cure the default within thirty (30) days of the notice, the other party may terminate this Agreement. If such default is incapable of cure, the other party may terminate this Agreement immediately upon written notice of its desire to terminate. Upon termination, all warranties hereunder shall be void and any services shall be provided only on a time and materials basis. Re-initiation of Maintenance after a lapse in coverage is subject to J.D. Edwards' acceptance and re-initiation fee. Confidentiality, indemnity and dispute resolution obligations shall survive this Agreement.

10. EMPLOYEE RECRUITING Each party acknowledges that the other party's employees are critical to the servicing of its customers. Each party agrees not to employ or otherwise engage the other party's employees for a period of six (6) months following any employee's last involvement in the performance of this Agreement. Should a party violate this provision, the hiring party will pay the other party fifty percent (50%) of the former employee's annual salary. Such payment shall be the other party's sole remedy with respect to the hiring party. However, such payment does not restrict the other party's rights or remedies as they relate to such former employee.

11. PAYMENT (A) Maintenance fees are payable by Customer as an annual charge with the first payment due upon execution of this Agreement. If Customer fails to remit Maintenance fees, J.D. Edwards will have no duty to provide the Maintenance services specified under this Agreement. Fees for reinstatement of lapsed Maintenance services shall be charged in accordance with J.D. Edwards' policy for reinstatement fees in effect on the date of such reinstatement. All payments made hereunder are non-refundable except as specifically provided otherwise in this Agreement.

(B) In addition to the charges due under this Agreement, and even if Customer shall provide a tax exemption number or affidavit of exemption, Customer shall be responsible for all taxes including sales, use, property, excise, value added and gross receipts levied on this Agreement except taxes based on J.D. Edwards' net income.

(C) Customer agrees to pay for all unremitted amounts due under this Agreement within thirty (30) days after the date of invoice. Customer shall have thirty (30) days after the invoice date to contest in good faith the amounts and items charged. For the unremitted amounts will bear interest of one and one-half percent (1 1/2%) per month from the due date or the highest rate permitted by law if late.

(D) Training, installation, set-up, consulting, custom design, and computer programming services are provided on a time and materials basis under separate agreement at J.D. Edwards' then current standard hourly rates and shall be in addition to any other charges provided for herein.

(E) All amounts owed in and payable under this Agreement shall be denominated in United States Dollars and shall be payable in ready funds in United States Dollars to payee's account at payee's designated United States bank. Unless notified otherwise in writing by Customer, J.D. Edwards will invoice all amounts to Customer's address as it appears on this Agreement.

12. GENERAL (A) The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach.

(B) All notices shall be in writing and sent by certified mail, postage prepaid, return receipt requested to the address written above or such other address as notified to the other party and such notice shall be deemed to be made on the fifth (5th) day after such mailing.

(C) All disputes involving this Agreement, except actions arising under the patent and copyright provision of the U.S. Code, shall be determined under the law of the State of Colorado without regard to its conflict of laws provisions. No action, regardless of form arising out of this Agreement, may be brought by either party more than one (1) year after the signing party knew or should have known of the cause of arbitration or action.

(D) If any provision of this Agreement is held to be invalid or unenforceable, such decision shall not affect the validity or enforceability of the Agreement or any of the remaining provisions.

(E) The parties hereto are independent contractors and neither party nor its employees, directors, agents, or consultants shall hold itself out to be or allow itself to be considered as an agent or employee of the other party.

(F) To expedite the process of entering into this Agreement, the parties acknowledge that Transmitted Copies of the Agreement, if any, shall be equivalent to original documents until such time as original documents are completely executed and delivered. Transmitted Copies shall mean copies which are reproduced or transmitted via photocopy, facsimile, or other process of complete and accurate reproduction and transmission.

EXHIBIT 6

Evidence of Insurance

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
06/13/13

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

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

PRODUCER Cherry Creek Ins. Agency, Inc. Suite 500 5660 Greenwood Plaza Blvd. Greenwood Village, CO 80111 Scott Asbury	303-799-0110 303-799-0156	CONTACT NAME: Jana Cardinal PHONE (A/C, No, Ext): 720-212-2067 E-MAIL ADDRESS: JanaC@thinkccig.com	FAX (A/C, No): 303-799-0156
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Spinnaker Support, LLC 231 Milwaukee St Ste 200 Denver, CO 80206	INSURER A: Hanover Insurance		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			ZD49529669	05/01/13	05/01/14	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ Included
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			ZD49529669	05/01/13	05/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/>					BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>					BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>		UH49529691	05/01/13	05/01/14	EACH OCCURRENCE	\$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>					AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Employee Dishonesty			ZD49529669	05/01/13	05/01/14	Emp Dish	250,000
							Ded	1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 As required by written contract or written agreement, Cook County is included as Additional Insured for ongoing and completed operations under General Liability on a primary and non-contributory basis.

CERTIFICATE HOLDER**CANCELLATION**

County of Cook
 Cook County Office of the
 Chief Procurement Officer
 118 N Clark St Rm 1018
 Chicago, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NOTEPAD

INSURED'S NAME **Spinnaker Support, LLC**

SPINN-6
OP ID: DL

PAGE **2**
DATE **06/13/13**

COVERAGE: Professional Liability
INSURER: Travelers Casualty and Surety Company of America
POLICY #: 105714777 Claims Made / Retro 05/13/13
EFFECTIVE: 05/13/13 - 12/01/13
LIMIT: \$2,000,000 / \$25,000 SIR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2013

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York, NY 10038-3551	CONTACT NAME: Risk Management Department		
	PHONE (A/C, No, Ext): (866) 443-8489	FAX (A/C, No): (800) 889-0021	
E-MAIL ADDRESS: work.comp@trinet.com			
INSURED TriNet HR Corporation and all its affiliates and subsidiaries* Spinnaker Support LLC (Endorsed as alternate employer) 9000 Town Center Parkway Bradenton, FL 34202	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Commerce & Industry Ins Co		19410
	INSURER B: Illinois National Ins Co		23817
	INSURER C: Ins Co State of Penn		19429
	INSURER D: Nat'l Union Fire Ins Co		19445
	INSURER E: New Hampshire Ins Co		23841
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY						EACH OCCURRENCE	\$	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG	\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident)	\$	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			039401238 (FL)	07/01/2013	07/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		039401257 (TN)	07/01/2013	07/01/2014			\$2,000,000
D	If yes, describe under		N/A	039401254 (OK)	07/01/2013	07/01/2014			E.L. EACH ACCIDENT
E	DESCRIPTION OF OPERATIONS below			039401234 (CO)	07/01/2013	07/01/2014			E.L. DISEASE-EA EMPLOYEE
E				039401258 (TX)	07/01/2013	07/01/2014			E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): 7533 / 6H5

* TriNet HR II, Inc. and TriNet HR V, Inc.

CERTIFICATE HOLDER**CANCELLATION**

Cook County
 118 N Clark St, Suite 1018
 Chicago, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2013

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York, NY 10038-3551	CONTACT NAME: Risk Management Department		
	PHONE (A/C, No, Ext): (866) 443-8489	FAX (A/C, No): (800) 889-0021	
E-MAIL ADDRESS: work.comp@trinet.com			
INSURED TriNet HR Corporation and all its affiliates and subsidiaries* Labor Contractor for Spinnaker Support LLC 9000 Town Center Parkway Bradenton, FL 34202	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Commerce & Industry Ins Co		19410
	INSURER B: Illinois National Ins Co		23817
	INSURER C: Ins Co State of Penn		19429
	INSURER D: Nat'l Union Fire Ins Co		19445
	INSURER E: New Hampshire Ins Co		23841
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY						EACH OCCURRENCE	\$	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS-COMP/OP AGG	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$								
B E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			039407497 (WI) 039404538 (MN)	07/01/2013 07/01/2013	07/01/2014 07/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N							\$2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A						\$2,000,000
									\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): 7533 / 6H5

* TriNet HR II, Inc. and TriNet HR V, Inc.

CERTIFICATE HOLDERCook County
118 N Clark St, Suite 1018
Chicago, IL 60602**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

EXHIBIT 7

Board Authorization