HARRIS

Purchase Agreement
11/19/2007

This understanding between **Village of Barrington Hills** of 112 Algonquin Road, Barrington Hills, IL 60010 ("Purchaser") and **Harris Computer Systems** of 1850 W. Winchester Road; Suite 209, Libertyville, IL 60048 ("Harris") confirms the purchase of the following licensed software products and or services:

Item	APPLICATIONS	Recommended training hours:	Hrs/Qty	License Fee	Annual Service
AP-01	MSI-Account Payable		8	$2,250.00	$450.00
BP-01	MSI-Budget Planning		8	$2,250.00	$450.00
GL-01	MSI-General Ledger		10	$2,250.00	$450.00
UL-05	MSI Concurrent User License 5 - user		1	$1,110.00	$250.00
FP-01	Fineprint Report Viewer Single Seat		1	$100.00	$125.00
PDF-01	PDF Factory Single Seat		1	$100.00	$125.00
REL-01	Relativity ODBC Administrator - 1 seat Database Manager		1	$2,495.00	$450.00
		Sub-total		**$10,555.00**	**$2,300.00**

Item	PROFESSIONAL SERVICES	Hrs/Qty	Price	Annual Service
Implementation				
	Installation of Applications	1	$600.00	NC
Education				
	Training / On-Site Implementation	30	$4,500.00	NC
	Project Management *	1	$450.00	NC
	Estimated mileage costs for 6 to 8 on-site trips at $.485 per mile		$145.00	NC
Conversions *				
	Data Conversion (AP Vendor Master File)	1	$1,250.00	NC
	Data Conversion (AP Paid Invoice History File)	1	$1,250.00	NC
	Data Conversion (GL Chart of Accounts Master File)	1	$1,250.00	NC
	Data Conversion (GL Posted Journals History File)	1	$1,250.00	NC
	Sub-total		**$10,695.00**	**$0.00**
	Grand Total		**$21,250.00**	**$2,300.00**

PROFESSIONAL SERVICES NOTES:

* **Conversions**

Data Conversion (AP Vendor Master File)
Data Conversion (AP Paid Invoice History File)
Data Conversion (GL Chart of Accounts Master File)
Data Conversion (GL Posted Journals History File)

Note: Additional data not listed above must be manually loaded by Purchaser. All conversion numbers are estimates based on the format of the provided sample conversion data file and past data conversion experiences and assume current vendor will provide additional non-proprietary flat files for both test and live data conversion.

* **Project Management**
Remote project coordination by implementation manager; requirements gathering; coordination of forms selection and ordering;

AGREEMENT TERMS AND CONDITIONS:

1. Definition

     a. Software Applications. "Software Applications" are the computer programs explicitly listed above in the section titled "Applications".

2. Payment Terms:

Order will be processed with the return of signed document and an initial payment of 10% of the total purchase price as outlined above. Orders will not be processed until both of these two requirements are satisfied.

Fees for the Software Applications shall be invoiced after shipment to Purchaser and due thirty (30) days.

Professional Services and any applicable travel and lodging expenses, shall be billed monthly as the work is performed.

3. Delivery Media Type: CD-ROM

4. Delivery Schedule:

Harris agrees to provide a written project schedule within thirty days of the signing of this Agreement.

5. Data Conversion:

The success of a data conversion is based on the format and quality of the input data. Initial cost estimates for conversion are included in system pricing proposals but these are only estimates until inspections or sample data can be examined to verify data formats and data integrity. Only then can an accurate conversion cost can be established. Any costs associated with obtaining the data from the existing vendor are the responsibility of the Purchaser. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media formats readable by Harris. File layouts must include:

* Record size	* Field length	* Field starting and ending points
* Field name	* Field type	* Data field description

Where ever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, Purchaser will be billed at the original rate quoted above in the Conversion section of the Agreement.

6. Maintenance and support fees:

Maintenance and Support fees ("MSF") include all program updates, enhancements and general releases that Harris makes available to its customer as part of its regular software maintenance program. MSF does not include fees for any third party licenses or Harris services that may be necessary to operate an upgrade. MSF also includes access to the Harris support hot line.

Lapses in annual MSF will be monitored and will lead to denial of support, upgrade privileges and termination of Licenses. In the event of a lapse, Purchaser will be subject to reactivation fees not to exceed 40% of the current annual MSF applied to each year of the lapse including partial year lapses plus the amount representing "the lapsed" MSF. The specific services provided by the technical support staff are outlined in the Harris Software Support Agreement Standard Guidelines.

Harris also requires PC Anywhere host edition for critical support situations.

The initial maintenance amount will be billed and due the earlier of sixty (60) days from the date of signing of the Agreement or the date which represents the Completion of Services.

Maintenance and Support fees are optional. Maintenance and Support fee terms are renewable annually at the Purchaser's request.

7. Additional Customization(s):

The Purchaser and Harris have jointly reviewed the Software Applications and have determined that all items are adequate unless if noted in the Professional Services section. Customizations have not been included in this Agreement. Customization(s) or report modifications not identified in this Agreement will be quoted as requested and billed at the hourly rate of $150.00. No customizations will be undertaken without prior agreement by both parties on cost, scope of functionality, and the impact on the project schedule.

Ten percent of any fees associated with any customization services will automatically be added to Purchaser's MSF.

8. Forms:

Purchaser agrees to use standard forms unless otherwise indicated.

9. Professional Services:

Additional professional services are available on-site or via the telephone. Telephone work is billed at $150.00 per hour. On-site work is billed at $950.00 per day plus travel, lodging and per diem expenses. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event, Purchaser wishing to hold training on a Saturday, there is a $250.00 surcharge.

Application Consulting services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

10. Travel and Lodging Expenses:

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. When an employee is at or traveling to the Purchaser's offices, fifty dollars ($50.00) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

11. Grant of License

Harris hereby grants Purchaser a nontransferable, nonexclusive license under the terms of this Agreement to use the Software Applications on its equipment.

The Purchaser may not sublicense, rent, lease or assign the Software Applications. The Purchaser is expressly prohibited from reverse engineering, decompiling, or disassembling the Software Applications or from creating a derivative or modified copy of the Software Applications.

12. Warranty Disclaimer

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Licenses will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the Software Applications currently covered by MSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.
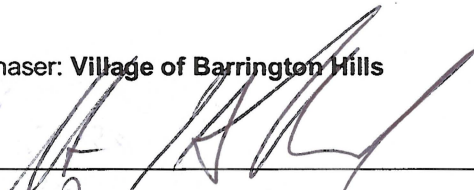
13. Limitations on Liability

Purchaser agrees that Harris' liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages and shall not exceed $100,000.00. Purchaser further agrees that Harris will not be liable for any other damages including consequential, incidental, special, exemplary damages, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss or for any claim or demand by any third party, except a claim for patent or copyright infringement with respect to Licensed Software.

14. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered and T&L expenses incurred prior to the cancellation. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

15. Acknowledge of Purchase:

By the signing of this Agreement in the space provided below, the parties acknowledge their acceptance of the purchase and agree with the terms of this sale as set forth above.

Purchaser: **Village of Barrington Hills**

By: _____   Date: 2/20/2008

Title: President

Sales Order #: 07264
Sales Representative: Jim Darukhanavala

Customer Contact:
Name: Robert Kosin
Title: Director of Administration
E-mail: rkosin@barringtonhills-il.gov
Phone: 847-551-3000
Fax: 847-551-3050

Phone: 847-362-2803 Fax: 847-362-3347   1850 W. Winchester Road; Suite 209, Libertyville, IL 60048
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