

Installation Agreement for the Implementation of



LEGISTARTM

Legislative Management Software

For The
CITY OF JONESBORO
Arkansas

By
John Cichon, General Manager
Daystar Computer Systems, Inc.
Chicago, Illinois

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Windows is a registered trademark of Microsoft Corporation

Word for Windows is a registered trademark of Microsoft Corporation

SQL Server is a registered trademark of Microsoft Corporation

Oracle is a registered trademark of Oracle Corporation

Daystar Software Installation Agreement

This agreement by and between Daystar Computer Systems, Inc., an Illinois corporation (Daystar), with its principal place of business at 600 West Jackson Blvd, Suite 580, Chicago, IL 60661, and Daystar's client identified below (Client).

1. Scope

Subject to all the terms and conditions of this Agreement, Daystar will provide the software (Software) and related services described in Schedule A, Daystar Software Installation Proposal and Software and Services Description, provided that the Client has executed the Daystar Software License Agreement attached as Schedule B.

2. Customization, Installation, and Testing

All custom modifications to the Software, not including assisting Client in set up of the Software Workflow Control Tables, shall be undertaken by Daystar at its then current time and materials charges. For each modification requested, Client shall provide written specifications to Daystar, which shall be mutually agreed upon prior to commencement of such custom modification effort. The Software shall be customized, installed, and tested in accordance with the Implementation Plan attached hereto as Schedule C; provided, however, that any dates or times at which Daystar is scheduled to make specified performance under this Agreement shall be automatically postponed to the extent that Daystar is prevented from meeting such dates or times by Client or by causes beyond Daystar's reasonable control; and provided further that the sole effect of any delay by Client shall be a concomitant delay in the payment schedule set forth as Schedule C hereto or as otherwise mutually agreed to in writing.

3. Permitted Use

Until Client's Final Acceptance of the Software as defined in the Implementation Plan in Schedule A, Client agrees not to publish any of the output of the Software either in print or on the Internet nor to allow access to the Software by the general public. Client shall at all times limit the use of the Software to its employees who have been appropriately trained. Daystar shall make training for the Software available to Client pursuant to Daystar's standard training procedures.

4. Additional Daystar Services

In addition to the License, Daystar shall also provide such consulting, training, and technical services (the "Related Services") as are described in Schedule A.

5. Acceptance

Client shall have thirty (30) calendar days after installation of the Software by Daystar to perform acceptance testing of the Software. Client's acceptance of the Software shall occur at the earliest of the following: (a) the provision of written notice to Daystar of Client's acceptance; (b) Client's operational use of the Software to distribute, publish, or post on the Client's Internet web site documents generated from the Software; or (c) on the expiration of the thirty (30) calendar day performance and testing period measured from the installation date unless Client provides Daystar with written notice of any unacceptable defects or deficiencies in the Software, which defects shall be limited to the failure of the Software to substantially conform to published specifications. Upon receipt of such written description from Client, Daystar shall proceed immediately to remedy the same, in which case, acceptance shall occur upon satisfactory correction of stated defects or deficiencies.

6. Cooperation

Both Daystar and Client acknowledge and agree that successful implementation of the Software so as to become operational in the

Client's environment shall require their full and mutual good faith cooperation, including, without limitation, the fulfillment by Client of the obligations set forth below.

7. Client Obligations

In addition to providing Daystar with full, good faith cooperation and such information as may be required by Daystar in order to customize and implement the Software, Client shall

(a) make available to Daystar the appropriate computers, office and classroom space, and personnel of Client for installation and testing the Software and the training of users and system administrators;

(b) assure that the proposed users and system administrators of the Software, prior to training by Daystar in the use of the Software, have the appropriate level of competence in the use of the Windows® operating system, the Client's word processing software, the Client's Internet browser, and any networking software in use by the Client;

(c) appoint one or two employees of Client who shall have sufficient computer systems experience and organizational authority to act as coordinator of all Client activities in connection with the implementation of the Software, and to supervise all tasks undertaken by Client in connection with the modification, preparation, installation, use, and support of the Software;

(d) load and test all new revisions, updates, and patches of Software within fifteen (15) days of receipt from Daystar;

(e) provide written statements or descriptions of any software problems at Daystar's request and perform any software tests requested by Daystar support personnel who may be investigating any reported problems;

(f) provide Daystar with suitable scratch media and supplies, which media will be returned upon request, to investigate reported problems; and

(g) provide Daystar with the ability to remotely login to the Software using Internet T1 or DSL access or a phone modem at a communication rate of no less than 56 kbps. In the event that the Client chooses to have Daystar provide Internet support access via phone modem, then long distances phone charges may be charged as direct expense.

8. Price and Payment

Client shall make payment to Daystar for the Software License and Related Services in the amount and at such times as are set forth in Schedule C. At such times Daystar shall present an invoice to Client, which invoice shall be paid by Client within thirty (30) days of receipt. Failure of Client to make any payment within fifteen (15) days of receipt of the notice that payment has not been made may be deemed to be a material breach of this Agreement and shall be sufficient cause for the immediate termination of the License. Client agrees to pay interest at the rate of 1.5% per month, measured from the date of invoice, on all amounts not paid within forty-five (45) days of receipt of invoice.

9. Taxes

Client shall, in addition to the payments required hereunder, pay all sales, use, transfer, and other taxes and fees, whether federal, state or local, however designated, which are levied or imposed by reason of this transaction; excluding, however Federal and Illinois State income taxes on Daystar corporate profits and agrees to reimburse Daystar for the amount of all such taxes and fees paid or accrued by Daystar as a result of this transaction.

10. Confidentiality

Client acknowledges that the Software contains proprietary trade secrets of Daystar and hereby agrees to maintain the confidentiality of the Software in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of Client's own most confidential information. Client acknowledges that the disclosure of any aspect of the Software, of any of the confidential information referred to herein or any information which, at law or equity, ought to remain confidential, will give rise to irreparable injury to Daystar inadequately compensable in damages. Accordingly, Daystar may seek or obtain injunctive relief against the breach or threatened breach to any of the foregoing undertakings, in addition to any other legal remedies that may be available, and Client hereby consents to the obtaining of such injunctive relief.

Daystar acknowledges that in the course of implementing the Software for Client it will necessarily be supplied with confidential or proprietary information of Client concerning its business affairs, property, methods of operation, processing systems, or other information. Daystar hereby agrees to maintain the confidentiality of any such information which is clearly marked or labeled as confidential and to treat such information with the same degree of care and security as Daystar treats its own most confidential information.

All of the undertakings and obligations relating to confidentiality and non-disclosure, whether contained in this paragraph or elsewhere in this Agreement, and whether of Daystar or of the Client shall survive the termination of this Agreement for any reason.

Nothing in this paragraph shall prevent the operation of any law requiring that contracts with the Client be open to public inspection.

11. Software Support

During the first ninety (90) days after installation, Daystar will provide, with the cooperation and support of Client, remote software support for the Software as described in the Software Support Agreement attached as Schedule C hereto. Thereafter, Client may subscribe to the Software Support Agreement for an additional annual maintenance fee, the first year of which may be included in Schedule A. Client may request, in addition to the services indicated above, additional training, programming, or consulting services. If so, the services shall be paid for at the rates in effect at the time of the request.

12. Daystar Liability and Insurance

Daystar shall indemnify and hold harmless the Client for any personal injury and/or personal property damage resulting from negligence of any of Daystar's agents, officers, or employees while at Client's location in the performance of this Agreement.

Client accepts Daystar's insurance as shown in Schedule D, and such insurance shall be maintained for the term of this Agreement and any renewals thereof.

13. Termination

Either party shall have the right to terminate this Agreement after fifteen (15) days written notice and failure to cure upon:

- (a) violation or breach by the other party of any material provision of this Agreement, including, but not limited to, confidentiality and payment;
- (b) the other party's becoming insolvent or making any assignment for the benefit of creditors.

The termination of this Agreement shall automatically terminate the License. All provisions hereof relating to confidentiality of the Software shall survive the termination of this Agreement.

If this Agreement is terminated for any reason by Client, Client agrees to pay Daystar for all services performed and all unreturned products delivered up to the time Daystar received notification of termination plus any reasonable costs associated with prematurely closing the project.

14. Daystar Employees and Subcontractors

No continuing relationship between Daystar and Client is intended to be created by this Agreement with the exception of the renewable annual Software Support Agreement as agreed to by Daystar and Client (Schedule D). Neither party shall represent itself to be an agent, or employee of the other, nor shall either party transact any business in the name of the other.

Daystar may use subcontractors for the installation and training services provided under this Agreement. Daystar warrants that all subcontractors will be fully trained and qualified to perform the services required. Client recognizes that the employees and subcontractors of Daystar, and such employees' and subcontractors' loyalty and service to Daystar, constitute a valuable asset of Daystar. Accordingly, Client agrees not to make an offer of employment to nor to enter into a consulting relationship with any person who is or was employed or subcontracted by Daystar within one (1) year of such person's engagement with Daystar without written consent of Daystar, except to the extent that the Client is required by law to accept an application from such person through the Client's Civil Service System.

15. Force Majeure

Either party shall be liable to the other for any loss, delay, or failure to perform due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay. Daystar will attempt to meet such extended performance times. If such extended performance times conflict with Daystar's pre-existing contractual commitments to other licensees, Daystar and Client shall use their best efforts to agree to an alternative implementation schedule.

If the parties are unable to agree upon an alternative implementation schedule, or if the delay continues for a period of (3) months or more, this Agreement may be terminated by either party and neither party shall be liable to the other for such termination provided Client pays Daystar for all work performed and expenses incurred prior to termination in accordance with this Agreement.

16. General

- (a) This Agreement and its Riders and Schedules comprise the entire agreement between the parties regarding the subject matter hereof and supercedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to the Agreement.
- (b) If any provision of this Agreement is held to be invalid or unenforceable, such decision shall not affect the validity of enforceability of the Agreement or any of the remaining provisions. Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy.
- (c) This Agreement may not be modified except in writing subscribed to by both parties.
- (d) Daystar and Client hereby agree that the location and venue for any litigation concerning this contract shall be an appropriate federal or state court located in Northern Illinois. Disputes involving this Agreement, except actions arising under the patent, trademark, or copyright provisions of the U.S. Code, shall be determined by the laws of the State of Illinois.

- (e) The Client may not assign or sub-license, without the prior written consent of Daystar, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part.
- (f) No action, regardless of form, arising out of this Agreement shall be brought by Client more than two years after such cause of action shall have accrued.
- (g) The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

17. Attachments

The following Schedules, which have been referenced above are attached hereto and are incorporated into this Agreement.

Schedule A. Daystar Software Installation Proposal and Software and Services Description

Schedule B. Daystar Software License

Schedule C. Software Support Agreement

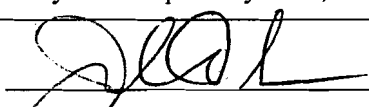
Schedule D. Daystar Liability Insurance

18. Complete Agreement

This Agreement together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire Agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of this Agreement and any attached schedules, exhibits, appendices, addenda or other materials, then the mutually executed addenda shall take precedence after which this Agreement shall take precedence.

IN WITNESS WHEREOF the parties hereto have set their hands.

Daystar: Daystar Computer Systems, Inc.

 Signature: 

 Name: John Cichon

 Title: General Manager Date: 1/30/07

Client: _____

 Signature: _____

 Name: _____

 Title: _____

Signature: _____

 Name: _____

 Title: _____ Date: _____

Signature: _____

 Name: _____

 Title: _____

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Schedule A – Legistar Product and Services Description

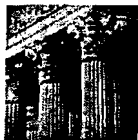
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EXECUTIVE SUMMARY

Corporate Background



Daystar Computer Systems, Inc.

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email: info@daystarnet.com Homepage: <http://www.legistar.com>

Since 1983, Daystar has had extensive experience in the design, development, installation, and support of customized office automation software for local government. Featuring the award winning Legistar system, Daystar focuses its work exclusively on the delivery of comprehensive software systems, consulting, and training for the legislative branches of City and county government, water and school districts and other legislative commissions.

City of Jonesboro Proposal Overview



The City of Jonesboro desires an integrated Agenda Workflow system that will support its internal processes and strategic direction and to facilitate access to legislative documents and procedure. The City requires a workflow software system specifically capable of the generation and maintenance of agenda documentation for use by the City Council and various other City boards, commissions, and committees.

The City of Jonesboro has determined the need for an aggressive automated approach to manage the ever-increasing workload associated with legislative workflow and related document management, report generation, imaging, information retrieval, and responsiveness to its officials and constituency. This includes internal reporting needs, and the desire to apply 21st century software technology to move toward the reduction or elimination of paper handling to whatever extent possible. At the same time this automation effort must provide a method to accurately track minutes data and notation, meeting actions, votes, attendance and to provide timely and accurate responses to requests for information.

Legistar Overview



Legistar is a comprehensive, agenda workflow management and information retrieval system designed specifically to support the legislative process in government. From drafting through assignment to various committees, departments, offices and Council Meetings, to final disposition, Legistar parallels and supports the customary flow of legislative operations, tracking every action, along with dates, free-form notation, and individual votes.

Legistar will automatically produce agendas, minutes, notices, certified copies and other legislative reports while eliminating all data entry redundancy or the need to copy and paste file information. Text and data are entered only once and then organized and stored by the system so that it can be retrieved and formatted for display or for any of Legistar's standard or custom reports. The system will improve efficiency and accuracy, streamline the current process while eliminating or reducing manpower requirements, paper production and keep the City of Jonesboro Legislative operations on the "cutting edge" of workflow, agenda and document management.

The site-licensed Legistar application allows unlimited program users to work with the system or be added at any time at no additional cost. This will provide the City of Jonesboro staff with a complete, security controlled agenda and legislative system, for an unlimited number of staff users, as well as citizen Internet access to research, calendaring and Council information.

THE LEGISTAR SYSTEM

Information Storage and Indexing

For each new legislative file in the system, the program generates a unique legislative ID tracking number for the document. A separate automatic numbering series may be maintained for enacted ordinances, resolutions, general file numbering or the operator may enter a unique identifier. A number of key data fields are available for entering pertinent record information.

Each of the data fields is automatically indexed by the system and may be used by itself or in combination with other fields for fast information retrieval. Legistar creates and maintains a dynamic link between the legislative tracking data and the text file for each file upon which the Council, committee, boards and commissions take actions.

Scanned Images and Attachments

Once legislation has been entered, Legistar allows the operator to create a reference to associated files as 'attachments' that can be viewed concurrently with the original legislative file text or data. The attachments may be word processing files, spreadsheet or database reports, URL links, e-mail or other stored images. This includes network or virtual links to most types of image files that may be stored in an existing third party document archive or retention system.

Images may be acquired across the Internet or local network (i.e. scanned plats or surveys in standard Windows file format), scanned in from a local scanner attached to the PC workstation or network scanning station, imported images from the Internet, including audio/video (.avi) or most other standard media file types (i.e. tiff, gif, wpd, doc, jpg, html, etc.).

Approval Tracking

Approval Tracking is a fully integrated module that facilitates and tracks the sequence of review and approvals for an agenda item prior to its introduction. For example, a purchase request may be made by a staff member, drafted by another person, approved by his immediate superior, and then sent to additional persons for their review and approval before being sent on to the agenda clerk for automatic introduction on the appropriate Council or committee agenda.

Each item must be approved by every reviewer in sequence before it goes to the agenda clerk. Any 'disapproval' will halt the process and sends the item back to the originator. Standard system approval sequences are stored, as well as personal user sequences that can be reused or shared. The workflow is flexible and automatic and standard approval sequences may be modified to include or remove approvers. Each procedural step triggers optional email notifications to the appropriate users. Reviews, annotations, item edits, and approval responses are done via a totally intuitive browser form.

Automatic Agenda Creation

Legistar includes the ability to automatically generate and format agendas for any meeting body of the City from the stored data. This includes agendas for the Council, committees, other commissions, and even draft and departmental agendas. The City can define different agenda formats (header, agenda sections, etc) for each of the different groups creating an agenda.

Because all information associated with an issue is stored, sorted and organized by Legistar, the system can easily determine which items are to be included on an agenda automatically and be fine tuned or modified by the operator. This includes the ability of the system to determine when it is appropriate to list an item, which meeting body the item belongs to, and where on the agenda the item belongs. This methodology is identified during the implementation of the system and defined by your current workflow methodology.

Automatic Minutes

As easily as Legistar assembles, displays and publishes the agenda, the system allows the meeting clerk to quickly and efficiently capture the appropriate minutes data for that meeting.

While legislative issue information is the substance of what Legistar stores, the actions taken by the Council, by its committees, and by advisory boards and commissions at meetings as well as the history of actions taken by departments on those legislative matters are the essence of what Legistar tracks. Hence, the system provides means to record meeting information, generate agendas and minutes, and provide other supporting documents. For each tracked agenda item, the system captures all of the following data in the historical record, as appropriate:

- Legislative body or department taking the action;
- Action taken and date of the action;
- Verbatim action notation and full minutes text;
- Version of the text file that was current when the action was taken;
- Due date if any (used for referrals);
- Target of the action (e.g. to whom a referral is being sent);
- Date returned (mostly used for referrals);
- Mover, seconder, and individual votes (where appropriate);
- Link path to digital video recording of the meeting.

Legislative Tracking

In addition to the automatic minutes functions, each historical record may also have any free form notation of to describe the instructions on a referral, the response on a referral, the reason that an action was taken, or perhaps any discussions or background information that led up to the action.

Legistar tracks the path of each ordinance, resolution, and other legislation through the process with a series of historical records marking the life of the issue along the way. Individual routing entries, version changes, referrals to departments, final approvals and other file events are automatically captured by the system and can be queried, displayed and included in appropriate reports.

Information Retrieval

Legistar's search utilities include key number look-up, screen forms based, multi-field search-by-example and full-text document search of the legislation text or within the text of the minutes notations. The system's high-speed data search can use any number of simultaneous search parameters to do complex inquiries in a single pass.

Legistar's powerful information retrieval functions enable any number of users to simultaneously perform field searches, multi-field searches, relational searches, and various combinations of the above. Document searches may be based on either discrete data fields or on variable length text.

In addition to multi-field search capabilities, Legistar maintains a user-controlled list of topical keywords that may be used to index legislative matters for retrieval and for the generation of a printed Index of Legislative Matters. Screen searches allow the operator to type search parameters into blank fields in the same screen form used to initially enter the data.

Legislative Reports

Reports are automatically generated directly from the tracking data. The system also use its built-in sort and formatting routines, which are defined by the documents that they are intended to produce, to abstract the correct information and produce all requested documents in their different formats, such as Council and Committee Agendas, Certifications, Notices, Council and Committee Minutes.

These and other system generated reports may be displayed on screen, directed to a printer, saved to a text file or, exported in PDF or HTML format for later use or transmission to other departments via electronic mail or media transfer. This feature allows the City to post these reports directly to its home page for immediate viewing via the Internet.

The operator may also specify the printing of any subset(s) of pages of a report, rather than the entire report. Other selected Legistar reports descriptions are included in the table below.

Report Name	Purpose
Master Report	A cover sheet for hard copies of the legislation.
Legislative Text report	Printed copy of the legislation.
Signature Report	Signature page for the legislation.
Certified Copy Report	Can be printed only if a Final Action appears.
Matter Summary	Summary listing of file results from a search.
General Certification	This report creates a standard legal cover page to certify that the attached document is a full and complete legal copy.
Matters Introduced	Report displays the Matter ID# and Title for matters sponsored by a Council member.
Hearing Notice	You can select from a list of all Matters that have appeared on any Agenda and specify any meeting body and date.
Meeting Minutes Reports	Full Minutes of the meeting, including members absent and present, actions taken, vote tallies and any notes for the line item.
Meeting Attendance	Meeting attendance for each legislator, body and meeting date.
Meeting Summary	This report displays a chronological list of Matters, showing the File ID#, the File Type, Final Status, the Title, the Introduced Date and the Final Action Date.
Meeting Calendar	Displays a chronological list of all body meetings by month.
Voting Record	Displays the voting record of each body member for each legislative matter.
Public Notice Report	A report for public release for about a selected legislative matter including the suggested publish date, the status, the official text of the matter, and notations.

Legistar-InSite™ Public Access Interface Suite

The integrated Public Access Suite, which provide a complete automatic public portal for organizing, searching, and otherwise accessing public information with no required work on the part of the Legislative agenda clerks office, IT, or other City staff.

The fully integrated *InSite* public access suite provides the following components:

Legislative Matters

The Legistar *InSite File Access* link allows staff or general public users to access legislative workflow file information and reports via the Internet.

All publicly available legislative files, supporting documents and attachments, current status, important dates and more can be accessed from the Web. Legistar *InSite* Internet users can look-up and view legislative information by simple or complex field and full text search criteria. A user can then further narrow your selection, highlight those items they would like a printed report on, or view the past legislative meeting history of the item including minutes, motions and votes.

Meetings and Events Calendar

With the Legistar *InSite Meetings & Events* link, you have instant access to a dynamic calendar of all Council, Committee or other scheduled meetings and events via the Internet. Staff, legislators and citizens can view schedules along with Agendas or Minutes with the ease and flexibility of an Internet browser from anywhere in the world.

The module utilizes a dynamic link to the meeting records in your Legistar system. Simply add a new meeting in Legistar, and the scheduled event automatically appears on the Web meeting calendar on the correct date.

City of Jonesboro staff and other Internet users can do text searches of available agendas and minutes, limit the calendar display to just a particular meeting body, and view events for a particular day, month or a whole year at a time.

Offices and People Information

The Legistar *InSite Offices & People* link allows Web users to instantly look-up, view or contact Council, committee and other elected and/or appointed representatives via the Internet. Staff, legislators and citizens can view district representation information, open positions, terms of office and more with the ease and flexibility of an Internet browser from anywhere in the world.

Changes to an office holder's status or other information are instantly available through a dynamic link to your Legistar system. As you add or change office, membership or personal information in Legistar, the updated information automatically appears in Offices & People.

Assumptions

This proposal is based on the information known at this time and on our experience and on certain assumptions regarding the City staff and their level of experience and understanding of computers and the legislative process. It is assumed that:

1. The Legistar system proposed here requires that the City have the appropriate hardware and Microsoft SQL Server or Oracle database licenses. Daystar will not be providing hardware, operating system software or upgrades as a part of this proposal.
2. The staff members to be trained on this system are familiar with standard MS-Windows functions, terminology and protocols.
3. The report styles included with this proposal can be used as is or with table defined design changes or minor formatting modifications. Revisions or additional new reports beyond the standard report format variables in Legistar may affect the final cost.
4. This proposal includes references to how the Legistar system imports scanned images as attachments to legislative records. However, this proposal does not include any scanning hardware or third party imaging software components or services that may be required to integrate with any third party products.
5. Daystar's receivables are based on a 30-day net due payment cycle for invoices. Invoices not paid in 30 days incur a 1% additional service charge payable on next invoice. Invoices paid within 21 days of invoice date receive a 1% discount credit against next invoice (excluding direct expense amounts).

In the event that these assumptions are not accurate, the products or services proposed here may require significant changes and such changes may affect the final cost.

IMPLEMENTATION PLAN

General

Daystar Project Staffing

Daystar is an efficient operation staffed by a multidisciplinary team of professionals with backgrounds and/or graduate degrees in computer science, public administration, retail marketing, corporate management, education, law, accounting, and organizational psychology.

All key staff members operate out of Daystar's Chicago office and are assigned as required, providing supporting skills depending on the task or expertise requirements needed for this project. These include customization technicians, Web specialists, database, and administrative personnel. All hourly or daily professional services will be provided at the rates indicated in the cost tables section.

Daystar Project Management

Daystar will assign a Legistar Project Manager to work with the City to make sure that the project is completed successfully and in a reasonable time frame. The Cost Tables include an estimate for project management time based on the expected project length.

If the project temporarily halts at the City's request or if the City is not available to work on the project resulting in any significant delay, then the Daystar project manager will re-evaluate the project deliverables schedule possibly resulting in significant changes to the original project deliverables deadlines.

Implementation Team

Daystar will gather preliminary information and samples and will then send a team of specialists on-site. Depending on the scope of the project and the experience of the team members assigned, the installation team may be made up of one to three members made up of project management, trainer, or technical staff as needed.

Phase Acceptance

At the conclusion of each phase of the project schedule, Daystar and City Project Managers will evaluate the deliverables as described in that phase. Upon the consent of the City Project Manager a formal phase completion sign-off will be executed. Consent of the Project Manager will be based on satisfactory delivery and completion of that phase and will not be unreasonably withheld.

In the event there are minor conditions required for completion of a particular project phase, and upon mutual consent of Daystar and City Project Managers that the conditions are not significant enough to prevent procedure to the next phase, the City Project Manager may execute a sign-off of the phase and list the aforementioned conditions to be completed prior to the end of the next phase of the schedule.

Procedure

I - Project Planning

During this phase, Daystar submits its proposal to City of Jonesboro and provides the City with any additional information required. Any technical and procedural issues will be worked out, and the City and Daystar agree to a final contract acceptable to both parties. Finally, a schedule is prepared listing who will be responsible for accomplishing what tasks and target dates for completion.

II - Implementation and Installation

During this phase of the system implementation, Daystar will submit the document generation and information management procedures, and standard report format adjustments of the system for review by the City Clerk. Implementation will include discussions with the City Clerk about desired procedural improvements and a review of the City Council workflow as it applies to Legistar.

Daystar will deliver, install and test the completed Legistar software system on the City provided computer hardware. The operation of the Legistar software itself is substantially determined by a series of City-defined tables and environment variables.

Upon installation, these variables will also be initialized by Daystar to conform to the current detailed specifications of the City and integrated into the system. They may be easily modified later by Daystar or by the system administrator based on training included with the installation by Daystar. As contracted for, Daystar integrates the City logo, standard signatures and other unique elements into the Legistar system from bitmap images provided by the City.

III - Training

Training Session Overview

Training is delivered in a combination of formal training classes and free-form assistance or 'help-desk' sessions. The exact combination and schedule is based on the number of users, their skill and task level, determined during the Project Planning Phase. Typically, a general user course will include three to four morning hours of classroom training followed by several afternoon hours of general technical assistance as the students apply what they learned.

Training Session Detail

Group Type	Participants	Type of Training - Course Description
View Only	All Departments	The View Only training shows the user how to search in Legislative Files, Agendas and Minutes and how to access and produce reports.
Legislative File Entry	Selected Department Users	Gives the user all the detailed information to create a Legislative File, including drafting the text, adding sponsors, attachments, etc.
Agenda Creation	Individuals who maintain the Calendar	Training on how to create and maintain an Agenda, by generation or by moving adding or deleting items. Also, how to produce an Agenda report and post to Internet.
Minutes Processing	Individuals who process the Journal	Minutes Module training on how to process minutes, taking action on files, voting, vote types, consent and reporting and post to Internet.
Administration	Primary User and/or System Administrators	Training on maintaining system administration tables, data, security, will review all tables with the System Administrator. This training is completed before any user training.

Typically, training groups consist of 6 to 8 individuals with similar responsibilities and training requirements. In addition, Daystar provides system administration training to 2 to 4 staff members who are assigned the overall administrative tasks of the system. This proposal includes training for up to 8 regular staff members and up to 4 administrators.

Training sessions are scheduled to minimize the impact on personnel production time while coordinating the training events with the Council agenda schedule. This scheduling also takes into account other City schedules and personnel vacation or other away time.

It is assumed that the participants in this training have a working familiarity with the standard Microsoft Windows conventions and terminology. Technical assistance to the staff is available via toll free support line during the Performance Period and on-site help-desk assistance is available. Total training days of this fashion typically run for four days for a group of six to eight students at one time. All training is delivered on-site unless otherwise arranged.

Documentation

Daystar provides its documentation in digital form and permits the City to reproduce the manual and material entirely or in sections as needed. This allows the City to print just those sections that may be appropriate for a particular staff member or task assignment. In addition, it has been our experience that the cost associated with the City's printing of the documentation is substantially less than the cost of the documentation if provided by Daystar. However, if the City desires Daystar to provide printed documentation, then the printing costs for manuals are listed in the attached cost tables.

IV - Roll-out Period

The Roll-out Period is a four week performance period during which the City would perform a series of planned parallel operations tests of the software with live data in order to exercise every aspect of the system's functionality. During the Performance Period, Daystar will continue to provide technical and procedural assistance, as needed to the Legistar users and system administrators as they are implementing full use of the system. This period ends after 4 weeks or upon discontinuation of parallel operations and commencement of exclusive Legistar operational use.

V - Post-Installation Report Customizations (Optional)

Based on our initial review of the City legislative procedures and Agenda format, no customizations are anticipated to be needed. Report modifications can be provided as a post-installation, professional service to provide custom modifications to the installed system as desired. Customizations will be registered and maintained under annual software maintenance and support. Annual maintenance costs may be increased as a result of provided customizations.

Daystar will provide these on-site post-installation customization services on a time and materials basis. If desired, Daystar can provide an estimated allowance of customization time and estimated travel expense to be included in the Cost Tables, based on our experience with the size and type of installation proposed here.

Operational and Enhancement Review

During the Training and Roll-out phases the Client gets a good feel for the full capabilities of the Legistar system and may wish to expand or modify some functionality. Daystar will conduct a post-installation review of the system with the Client and identify possible additional enhancements or other Legistar application module considerations that will allow the Client to optimize the performance and return on its Legistar investment.

Software Maintenance & Support

The provisions of Daystar's standard support are described in the sample Daystar Software Support Agreement provided in the Appendix section of this proposal. Software Support contracts with Daystar are annually renewable at the published costs in effect at the time.

Daystar Ongoing Support requires that:

1. The client maintains a current support contract for that particular version of the software application, and
2. The local host operating system, database and any other interdependent third party software application licenses are current and remain supportable by their respective vendors.

The Daystar Software Support Agreement details the professional support, times, technical information and other described details including:

Patches

Patches are sometimes needed to correct a unique error or bug identified in the base Legistar application and as described in the Support Agreement. Patch kits are usually very specific and may only apply to a limited number of Legistar users. In this case the patches are downloaded to the affected installations for automatic updating to the application. These patches are provided at no cost per the terms of the support agreement.

Updates

System updates are collections of general patches and new product features that have been made since the last update. Updates are downloaded for automatic updating to the application. These updates are typically released 2 to 4 times a year and are provided at no cost per the terms of the support agreement.

Upgrades

Product upgrades are new product version releases of the Legistar application. Clients are usually not required to upgrade to a new release provided the support agreement remains current. In the event that a client wishes to upgrade to a new product version, Daystar will contract for a new installation of the system. The contract price will include any applicable license fee credit for the previously installed Legistar version.

City and Daystar staff will conduct an Analysis review to identify any new issues or process changes. Daystar will provide data conversion services, training, project management and other services required for the successful implementation of the new version release.

Remote System Administration Management

In addition to those services described in the Annual Maintenance Agreement, Daystar can optionally provide remote administration services as part of the on-going annual Software Maintenance and Support program. These services would include:

- Adding or deleting staff members, officials and office information,
- Modifying and maintaining database security information,
- Maintenance of user security groups and permissions,
- Maintenance of existing or new committees or other meeting bodies,
- Maintenance of all workflow and system administration tables,
- Assistance to City staff related to database back-up procedure.

If the City selects this option, Daystar will adjust the price tables accordingly.

Our Understanding of the City Needs

This proposal includes software components and associated services to satisfy the needs of the City based on our best understanding of how we believe the Legistar system can address the stated or implied functional requirements. Daystar has responded in good faith and as accurately as possible to those requirements, however, these answers cannot be construed as a warranty of any kind.

For some requirements, Legistar may offer a more cost effective or preferable procedural alternative to achieve the desired result. In other cases, requirements for a customized solution may be too general for a specific time and cost estimate. To address such variables, at the request of the City, Daystar can include a customization allowance to be used towards changes, product integration, and minor adjustments or modifications to reports to meet the City's needs. Notwithstanding any contract language to the contrary, Daystar makes no warranties except the express warranty contained in the final contract.

COST PROPOSAL

Cost Tables

Delivery Milestone Schedule

The proposed schedule below includes delivery milestones and partial payments that are normal in the implementation of a project of this type. Actual scheduling, terms, and tasks are reasonably negotiable to meet local requirements and actual scheduling and time frame may change based on mutual consent.

Cost Table Description		Total Cost	Support	
Cost Summary	Table A - Application Software & WEB Products	23,600	\$8,980	
	Table B - Training & Supplemental Service Options	24,000	-	
	Sales, Use or other local taxes (if applicable)	-		
	Standard Daystar Implementation Contract Acceptance Discount**	\$ (1,500)		
	ESTIMATED PROJECT DELIVERABLES TOTALS:		\$ 46,100	\$8,980
	Table C - Estimated Travel Costs and Expenses (Billed as incurred)	4,578		
	Annual Maintenance following installation	8,980		
PROJECT DELIVERY TOTAL WITH 1st YEAR SUPPORT:		\$ 59,658		

** This cost proposal assumes that acceptance of Daystar's standard contract for the implementation services described here, and required for the successful delivery of the system. A discount has been provided to the client for use of this standardized agreement. In the event that the Client desires any changes to this agreement, then this discount will be waived.

Milestone - Product/Service Description	Est. Weeks	Percent	Payment
I. PROJECT PLANNING Client and Daystar and project managers work out technical and scheduling issues. Daystar remotely gathers initial core data, sets up clients application database, incorporates base parameters.	2	20%	\$9,220
II. IMPLEMENTATION & INSTALLATION Daystar and Client project managers clarifies data entry and workflow details and training scheduling. Daystar completes table set-up, integrates any options and remotely installs software. Client begins initial 90 day Warranty/Support period.	3	30%	\$13,830
III. TRAINING Daystar provides contracted training including on-site technical assistance (if any).	1	40%	\$18,440
IV. PERFORMANCE PERIOD Client commences warranty and initiates two to four week parallel operations & planned performance test period. Daystar provides remote system support and performs any adjustments per contract. Client goes live for standard operation.	4	10%	\$4,610
Estimated Project Delivery Sub-total:			\$46,100
V. POST INSTALLATION TECHNICAL MODIFICATIONS If desired, the proposed project will include a customization allowance to be used towards report modifications or other minor system modifications that require technical services. These will be used and billed on a time-and-materials basis for those changes specifically authorized by the client.	Billed as Incurred		
Estimated Project Total (w/optional customization service allowance, if any):			\$46,100

Estimated Travel Expenses Cost Expenses are estimates only. All reasonable out-of-pocket travel expenses will be billed to the client without	Billed as incurred	\$4,578
Annual Maintenance Period Daystar continues to provide remote software support as needed for remainder of Warranty/Support period.	Support Due	\$8,980

* This milestone and billing schedule anticipates delivery of the proposed system with both the Daystar and Client staff working in an efficient fashion to accomplish the indicated tasks above. Certain items are estimates based on our understanding of project requirements and the ability of the Client to meet scheduling and approval goals. The milestone periods and delivery amounts due are subject to adjustment based on actual service hours delivered in that phase.

LEGISTAR SYSTEM PROPOSAL FOR THE CITY OF JONESBORO, ARKANSAS

Cost Worksheet

Table A - LICENSED AND INSTALLED	Locally Licensed <u>Installed</u> Application or Product Description	Qty	License or Item Unit	Total	Annual Support Maintenance
	Legistar-Web Application License	1	15,100	15,100	6,430
	InSite - Public Access Suite	1	4,000	4,000	1,200
	Legistar System Administration Module	1	2,500	2,500	750
	Approvals Tracking System Module (ATS)	1	2,000	2,000	600
	Legistar Members Active Voting System (AVS)				
	Legistar Internet On-line Submittal (OLS)				
APPLICATION SOFTWARE TOTAL:				23,600	\$8,980

Table B - IMPLEMENTATION SERVICES	Training or Service Type Description	Days/Unit	Quantity	Unit Cost	Total Cost	
	Custom Database Set Up (Council & Committees)	flat fee	1	5,000	5,000	
	Remote User Training (5 3-hour sessions)	n/a		-	-	
	Other Remote Training (per 3-hour session)	n/a		-	-	
	On Site User Training Course (up to 8 staff members)	4.5	1	7,000	7,000	
	On-Site Approval Tracking Training (Up to 8 staff members)	2	1	3,000	3,000	
	On-Site System Administrator Training (Up to 4 staff members)	2	1	3,000	3,000	
	On-Site Start Up Assistance	3.5		-	-	
	Other On-Site Training/Tech Assistance/Management (Daily)	1	4	1,500	6,000	
	Total Number of On-Site Training and Service Days (Rounded):			13	INSTALL COST: \$	24,000
	Travel Time (One day per round trip)		Daily	750	-	
	Programming or Technical Services Allowance (Hourly)		Hourly	180	-	
	Data Conversion Allowance (Hourly)				-	
	Legistar User Training Manual*		Cost Per Manual	135	-	
Legistar System Administrator Training Manual*		Manual	65	-		
ALL OTHER PRODUCTION AND TRAINING SERVICES TOTAL:				\$	24,000	

*Cost for printed documentation - Electronic documentation included at no charge

Table C - ESTIMATED COSTS	Expense Description	Qty	Unit Price	Total
	Round Trip Air/Train Fare	3	350	1,050
	Per Diem (Actual rate is GSA approved per diem rate)	14	42	588
	Hotel	14	150	2,100
	Car Rental	14	60	840
	Shuttle, Taxi & other local ground transportation		30	
	Local Mileage (if applicable)		0.42	
	ESTIMATED PROJECT TRAVEL EXPENSES & DIRECT COSTS TOTAL:			
OPTIONAL 'NOT TO EXCEED' PROJECT TRAVEL EXPENSES & DIRECT FIXED COST:				\$6,867

Taxes

It is understood that the City of Jonesboro is a non-taxable entity and this proposal does not include any potential taxes, fees, or other local tax liabilities. If this understanding is not accurate, the City of Jonesboro is responsible for and shall pay all sales, use and other taxes for products or services provided under this license where applicable.

Price Guarantee

Except for those items specifically identified as estimates, the figures listed in the cost section of this proposal may be used as a fixed price bid for the proposed equipment, software, and services. Daystar guarantees these prices for ninety (90) days from the date of submission of this proposal.

Statement of Costs

Travel Expenses and Direct Costs

General: When providing on-site services listed in this Proposal, all out-of-pocket travel expenses will be billed to City of Jonesboro without mark-up. Normally, all on-site event scheduling requiring the participation of Daystar personnel will be arranged and agreed to no less than 14 days prior to commencement of the on-site event.

Any changes to a scheduled on-site event made less than 14 days prior to the commencement of the event resulting from a Client requested change or caused by actions or inactions by the Client, will incur a charge equal to one day of programming services plus any direct costs or programming charges incurred as a result of making such scheduled event changes.

Although the estimated travel expenses are based on the delivery of specific services requiring a specific number of trips at specific estimated costs, the actual number of trips and travel costs may vary. Daystar may provide a fewer or greater number of days of on-site services than what are estimated in the cost analysis as long as the total travel budget is not exceeded because of the need for additional on-site services.

Daystar will use all reasonable efforts to keep travel costs within the original travel estimates. At any time that Daystar anticipates that the total travel and direct expenses will exceed the budget originally estimated, then Daystar will notify the City of such projected overages prior to incurring the expense. Travel time in excess of two hours from Daystar's home office in Chicago is subject to an hourly service travel rate of 50% normal billing rate.

Ground Transportation: Mileage will be reimbursed at the rate of 42¢ per mile plus tolls and parking fees for ground transportation using Daystar employees own vehicle. Necessary cabs, limousines, and mass transit trips will be reimbursed in full. Daystar will be reimbursed for the cost of a rental of a car plus tolls, parking fees, and gas while on company business when a car rental has been authorized.

Hotels & Government Rates: Hotel choices for overnight stays will be based on proximity and the availability of government rates when possible.

Weekends and Holidays: When economically advantageous to both Daystar and the City, Daystar may arrange an on-site trip to include an adjacent Saturday and/or Sunday. The City will reimburse Daystar for hotel, per diem, and car rental (if trip included rental car) for weekend stays provided that the total cost of any weekend stay does not exceed the travel expenses that would have been incurred if the stay had not included the Saturday and/or Sunday stay.

Per Diem: Generally, expenses for meals and minor personal travel needs will be reimbursed at a flat rate per day, which will vary depending on location in accordance with the GSA schedule for per diem meal allowances. When accounting for per diem costs for partial days, the full day per diem will be adjusted with percentage credit of 20% for breakfast, 20% for lunch and 40% for dinner.

Banking Services

The Cost Sheets specify service hours and days required for the successful implementation of the Legistar system proposed here based on the best available information, Daystar's experience, and our understanding of the City's requirements. At City of Jonesboro's option, charges associated with one type of service may be applied toward other Daystar products or services of equal value or 'banked' and applied to other Daystar services at a future date.

Legistar Server System Requirements

Prerequisite Licensing

Legistar requires the appropriate Microsoft SQL database license installed on the City hardware and, the report function requires a Crystal reports developer license from Business Objects Corporation. The cost section of this proposal does not include these licenses which would be in addition to the project cost proposed here.

If the City already owns the appropriate prerequisite Crystal and database licenses then there is no additional cost. If the City does not have the appropriate licensing, then it is available directly from the appropriate vendor and can be contracted for separately with GSA pricing. If Jonesboro desires Daystar Computer Systems, Inc. to provide either or both of these third party licenses, then they may be contracted for additional cost at prevailing retail price.

General Configuration

The Server Configuration depends on the transaction load on the system. A single CPU Server is only recommended for applications with less than 10 simultaneous users. With the typical usage pattern a server with two CPUs can handle about 20 simultaneous users and a server with 4 CPUs can handle about 50 simultaneous users.

Specifications

Single Server deployment

Processor: Intel P4 series or above

Processor count: 2

RAM: 2 GB

Disk Space: 60 GB

Operating System: Microsoft Windows server 2003 Standard Edition

Database: SQL Server 2000\2005

Reporting: Crystal Reports 10 Developer Edition

Optional Legistar-Matrix™

LegistarMatrix synchronizes your Legistar records (including file attachments) with a central repository of data on our server. This optional component provides the following benefits to you and your constituents:

Disaster Recovery: Provides off-site backup and disaster recovery for all of your high-transaction data and legislative attachments.

Enhanced Support: Allows Daystar to more quickly diagnosis any data problems by giving us access to real-time back up of your data.

Secure Public Access: Provides a hosted version of our public access Internet suite, InSite, for your City/county. This hosted version of Legistar InSite module will:

- Eliminate common network security concerns associated with public access to Legistar data by locating public records on our secure server - outside your firewall.
- Eliminate installation, integration, administration time, and responsibilities associated with local installation of InSite, whether you host your own Web site or with another provider.
- Eliminate infrastructure costs associated with allowing public access to legislative records.
- Eliminate the time and expenses associated with receiving, installing, and integrating new releases of the Legistar InSite software.

Schedule B - Daystar Software License

This Software License is granted by Daystar Computer Systems, Inc., an Illinois corporation (Daystar), with its principal place of business at 600 West Jackson, Chicago, IL 60661, to the Licensee identified here as:

Name: CITY OF JOLIET, ILLINOIS

Contact: _____

Address: _____

Phone: _____

Software: _____

License#: _____

1. License

Subject to Licensee's acceptance of and agreement with all of the terms and conditions hereof, Daystar hereby grants a perpetual, nonexclusive, and non-transferable license (License) to use the Daystar's software application (Software), as described below. Licensee is permitted one installation of the server data base portion of the Software. The License also permits an unlimited number of concurrent client workstation or Internet connections to the Software, although Licensee's use may be further governed by the performance or license limitations from third party providers of components of its network, data base, and hardware environment.

2. Permitted Use

The Software or portions thereof shall be used by Licensee only on Licensee's own computer equipment and only for the processing of Licensee's own business.

Licensee shall not use the Software in the operation of a service bureau or in any other manner that would permit or allow the use of the Software, or any portion thereof, in connection with transactions in which Licensee is not involved. Licensee shall under no circumstances assign, sublicense, or otherwise transfer the License to any other entity.

Until Licensee's Final Acceptance of the Software, Licensee may not publish any of the output of the Software either in print or on the Internet nor to allow access to the Software by the general public. Licensee shall at all times limit the use of the Software to its employees who have been appropriately trained. Daystar shall make training for the Software available to Licensee pursuant to Daystar's standard training procedures.

The Software is being provided to Licensee in executable object code form only. Licensee may not modify, translate, de-compile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software, nor adapt the Software in any way to create a derivative work.

3. Copies

The License includes the right to make two security backup copies of the Software provided that (a) reasonable security precautions are taken to prevent the unauthorized copying or disclosure of the Software or any part thereof, and (b) that at all times Daystar's ownership of the Software is disclosed by prominent display of Daystar proprietary and copyright notices.

4. Software Ownership

Daystar represents that it is the owner of the Software and that it has the right to modify and to grant the License for use of the Software. All modifications, changes, enhancements, conversions, upgrades, or additions made to the Software and all related documentation, whether made by Daystar, Licensee, or a third party, under this or any other agreement, are and shall be the sole and exclusive property of Daystar, including all applicable rights to patents, copyrights, trademarks, and trade secrets inherent therein, which shall be considered a part of the Software, and shall be included in the license hereby granted to the Licensee.

7. Confidentiality

Licensee may not sell, transfer, publish, disclose, display or otherwise make available to others any source code, object code, documentation, or other material relating to the Software. Licensee shall assist Daystar in identifying and preventing any unauthorized use or disclosure of the source code or object code of the Software or of any portion of the Software, or any of the algorithms or logic contained therein. Without limitation of the foregoing, Licensee shall advise Daystar in the event that Licensee learns or has reason to believe that any person who has had access to the Software, or any portion thereof, has violated or intends to violate the terms of this License; and the Licensee will cooperate with Daystar in seeking injunctive or other equitable relief in the name of Licensee or Daystar against any such person.

All of the undertakings and obligations relating to confidentiality and non-disclosure, whether contained in this paragraph or elsewhere in this License, and whether of Daystar or of the Licensee, shall survive the termination of this License for any reason. Nothing in this paragraph shall prevent the operation of any law requiring that contracts with the Licensee be open to public inspection.

8. Software Acceptance

Licensee shall have thirty (30) days after installation of the Software by Daystar to perform acceptance testing of the Software. Licensee's acceptance (Acceptance) of the Software shall occur at the earliest of the following: (a) the provision of written notice to Daystar of Licensee's acceptance; (b) Licensee's operational use of the Software to publicly distribute in paper form or post on the Internet documents generated from the Software; or (c) on the expiration of the thirty (30) day performance and testing period measured from the installation date unless Licensee provides Daystar with written notice of any unacceptable defects or deficiencies in the Software, which defects shall be limited to the failure of the Software to substantially conform to published specifications including authorized customization specifications. Upon receipt of such written description of defects from Licensee, Daystar shall proceed immediately to remedy the same, in which case, acceptance shall occur upon satisfactory correction of stated defects or deficiencies.

9. Limited Warranty

Daystar represents to Licensee that during the first twelve (12) months after installation, the Software shall function in conformity with the Software User Manual provided at the time of installation. Daystar further represents that upon written notification to Daystar within the warranty period of any material failure of the Software to function in conformity to said specifications, Daystar will, during its normal business hours and at no cost to Licensee, use reasonable efforts to correct such errors which are reproducible and verifiable by Daystar, excluding any errors caused by uses of the Software which were not in accordance with the User Manual. In the event that the Software is found to be defective in such respect, and that notice with respect to such defect has been given as provided above, Daystar's sole obligation under this warranty is to remedy such defect within a reasonable time.

This warranty specifically applies only to the standard Software application and does not include any customizations to the Software, whether performed by Daystar, by Licensee, or by any third party. Licensee agrees that Daystar shall be sole judge of whether or not any reported defect is attributable to the standard Software or to customizations made to the Software.

THE WARRANTY STATED ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY DAYSTAR. DAYSTAR DOES NOT MAKE AND LICENSEE HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DAYSTAR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS LICENSE OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS HEREIN ALLOCATE THE RISKS OF PRODUCT AND SERVICE NONCONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND OF OTHER APPLICABLE LAWS. THE FEES PAID BY LICENSEE FOR THIS LICENSE REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS LICENSE.

THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF DAYSTAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE. IN ANY EVENT, THE TOTAL LIABILITY OF DAYSTAR TO LICENSEE FOR DIRECT DAMAGES SHALL BE NO GREATER THAN THE FEES PAID BY LICENSEE FOR THIS LICENSE.

The express warranty contained herein, but not the exclusion, and waivers of warranties contained herein, shall terminate and become null and void if any modifications are made to the Software without Daystar's written authorization.

10. Indemnification

Daystar will at its own expense defend any action brought against Licensee to the extent that such action is based on a claim that any aspect of the Software used within the scope of this License infringes any patents, copyrights, licenses, or trade secrets, provided that Daystar is immediately notified in writing of any such claim, and provided further that Daystar shall have the exclusive right to control such defense, and further provided that Licensee does not negotiate or settle any such claim, lawsuit, or proceeding without Daystar's prior written approval.

If, as a result of any such claim, litigation, or threat thereof, Daystar or Licensee is permanently enjoined from using the Software by a final, non-appealable decree, or if Daystar believes that the Software is likely to become the subject of a claim of infringement, Daystar at its sole option and expense may procure for Licensee the right to continue to use the Software, or at its sole option and expense, may replace or modify the Software so as to settle such claim, litigation or the threat thereof. If such settlement or such modifications of the Software is not reasonably practical, after giving due consideration to all factors including financial expense, Daystar may discontinue and terminate the License upon written notice to Licensee and shall refund to Licensee the unamortized portion of the license fees payable hereunder based upon a five (5) year straight-line depreciation, such depreciation to

commence on the date hereof.

The foregoing states the entire liability of Daystar with respect to infringement of any copyrights, patents, or trade secrets by the Software or any parts thereof, and Licensee hereby expressly waives any other such liabilities.

11. Termination

Either party shall have the right to terminate this License after thirty (30) days written notice and failure to cure upon: (a) violation or breach by the other party of any material provision of this License, including, but not limited to, permissible use, confidentiality, and payment; (b) the other party's becoming insolvent or making any assignment for the benefit of creditors. In addition, Licensee may terminate this License at any time for convenience after five (5) days notice to Daystar.

The termination of this License shall automatically terminate all of Licensee's rights to use the Software including the data base and data held therein. In the event of the termination hereof, Daystar shall have the right to the return of the Software, and all copies thereof wherever located, and all documentation thereto, without notice or demand. Upon any termination, Licensee shall immediately cease all use of the Software. Within five (5) days after the termination of the license granted hereunder, Licensee shall return to Daystar the Software, or upon request by Daystar destroy the Software and all copies thereof and certify in writing that the same have been destroyed. Notwithstanding the foregoing, all provisions hereof relating to confidentiality of the Software shall survive the termination of this License.

14. General

- (a) The headings used in this License are for convenience only and are not intended to be used as an aid to interpretation.
- (b) Daystar shall not be liable to the other for any loss, delay, or failure to perform due to causes beyond its reasonable control.
- (c) If any provision of this License is held to be invalid or unenforceable, such decision shall not affect the validity of enforceability of the License or any of the remaining provisions. Failure by either party to exercise any right or remedy under this License does not signify acceptance of the event giving rise to such right or remedy.
- (d) This License may not be modified except in writing subscribed to by both parties.
- (e) The Licensee may not assign or sub-license, without the prior written consent of Daystar, its rights, duties or obligations under this License to any person or entity, in whole or in part.
- (f) The location and venue for any litigation concerning this contract shall be an appropriate federal or state court located in Northern Illinois. Disputes involving this License, except actions arising under the patent, trademark, or copyright provisions of the U.S. Code, shall be determined by the laws of the State of Illinois.
- (g) Licensee may not assign or sub-license, without the prior written consent of Daystar, its rights, duties or obligations under this License to any person or entity, in whole or in part.

Daystar Software Support Agreement

An Agreement by and between Daystar Computer Systems, Inc., an Illinois corporation (Daystar), with its principal place of business at 600 W. Jackson Blvd., Chicago, IL 60661, and Daystar's client identified below (Licensee).

Licensee: CITY of JOLIET ILL Primary Contact: _____

Address: _____ Phone: _____ Email: _____

Software: Legistar™ Installation Date: _____ Serial No.: _____

Effective Date: _____ Renewal Date: _____ Initial Fee: _____

1. TERM:

The term of this Agreement is defined by the Effective and Renewal Dates indicated above. At the Renewal Date and at each subsequent anniversary of the Renewal Date, this Agreement shall be automatically renewed for the following one (1) year period at the Daystar charge in effect at that time for similar maintenance, unless either party gives written notice at least thirty (30) days prior to the end of the current Agreement period that it wishes to modify or cancel this Agreement.

2. SCOPE OF SERVICES:

Daystar shall provide software support services requested by Licensee in relation to Licensee's use of the Daystar software listed described above (the Software). This Agreement includes support services under the following classifications:

CLASSIFICATION (A) Unlimited services:

- Investigation and correction of any software problems reported by Licensee or discovered by Daystar;
- In house application maintenance including automatic partial data base replication;
- Interim version updates as they are made available;
- Technical assistance on the use of the Software.

CLASSIFICATION (B) Billable services (all services and expenses not specifically listed above) including:

- Report modifications and remote database maintenance;
- Installation services for Software updates;
- Any on-site or remote services requested by Licensee;
- Travel time and travel related expenses;
- Expenses beyond normal operational costs related to the delivery of any services as described in this Agreement.

Daystar will not perform any Classification (B) services without written authorization to perform such services from Licensee. Daystar will provide written or faxed estimates of any Classification (B) services when such estimate is requested by the Licensee.

3. OBTAINING SUPPORT:

The Licensee may report any service requests to Daystar via email at support@daystarnet.com or fax to (312) 896-5052 or voice at (312) 559-0900 or such other phone numbers or email addresses as Daystar might provide.

Unless special arrangements are made, Daystar will provide software support by phone during its regular business hours (7 AM to 7 PM Central Time). When deemed necessary by Daystar or requested by Licensee, Daystar will make arrangements to provide face-to-face support services either on Licensee's site or at Daystar's offices. Daystar will respond to telephone inquiries within two (2) business hours.

4. SOFTWARE UPDATES:

During the course of this Agreement, Daystar will provide copies of any updates or new feature releases of the software at no cost to the Licensee other than the costs of installation. Any programming time associated with any such installation may be charged against this Agreement as a Classification (B) service.

5. DAYSTAR FEE SCHEDULE:

The following table lists Daystar's standard rates for various service in effect at the time of this Agreement:

Consultation/Training	\$1600/day
Analysis/Programming	\$200/hour
Clerical Support Time	\$ 40/hour

All other services not identified as Classification (A) services in Section 2. SCOPE OF SERVICES will be billed at a cost no greater than Daystar's rates indicated above. The Licensee will pay Daystar reasonable travel and other out-of-pocket expenses associated with any services provided under this agreement. Such out-of-pocket travel expenses shall not exceed the current published GSA rates for Licensee's location.

6. LICENSEE'S OBLIGATIONS:

As conditions to receiving support under this Agreement, Licensee agrees to:

- Load and test all new revisions and updates of Daystar software within fifteen (15) days of receipt by Licensee.
- Perform any software tests requested by Daystar support personnel who may be investigating any reported problems.
- Provide written statements or descriptions of software problems at Daystar's request.
- Provide Daystar with suitable scratch media and supplies to investigate reported problems. These will be returned upon request.
- Consult Daystar prior to installing any Operating system patches, updates or service packs that may be applied to the Legistar server for assurance that they have passed our certification testing for compatibility.
- Provide Daystar with the ability to remotely login to the system running the Daystar software using Internet T1, DSL or dial-up modem access.

7. REMOTE CONNECTIVITY:

All installation, problem diagnosis, upgrades, and remote system administration support services specified in this agreement will be delivered via remote electronic connection to the Clients Legistar Server.

Internet or modem dial-up: Licensee is responsible for purchase, installation and on-going maintenance of any hardware or local communications services required. This includes Internet access, ISP services, modem and phone line. All installation, troubleshooting, updates, remote system administration, and any other support services specified in this Agreement will be delivered via remote electronic connection to the Licensee's Legistar Server.

Remote connection software will be the choice of the licensee's Information Technology Department. Ongoing acceptance or use of a particular communications software program or protocol is subject to change.

In the event that the Licensee specifies any software or communications methodology that incurs any cost to Daystar, all work and costs will be provided on a time and materials basis and payable by the Licensee.

In the event that Daystar and the Licensee are unable to mutually agree on an acceptable remote communications protocol, Support Services under this agreement will be restricted to those that can be provided via voice phone, email or on-site support. All on-site visits will be billed on time and materials basis plus travel expenses.

8. CHARGES:

The initial fee as listed above for this Software Support Agreement shall be due and payable on or before the first day of the Agreement period. All support services described herein may be charged against this support Agreement.

Daystar will invoice Licensee monthly with a detailed accounting for all Classification (B) services and expenses provided. Licensee agrees to pay invoices within 30 calendar days of receipt.

Licensee shall have the right to review and reject or deny authorization for payment of any charges and costs which have not been previously authorized under the terms of this agreement, provided that the Licensee provides Daystar written notice of any such termination within 10 days of receipt of the invoice. The balance of the invoice will remain due within 30 calendar days of the invoice date.

Licensee shall pay all sales, use and other taxes, and all shipping and handling costs, phone modem time costs associated with Classification (B) support services provided by Daystar. Such items shall be included on invoices at direct cost without mark-up.

Invoices remaining unpaid beyond 30 calendar days may be subject to 1% interest per month.

9. LIMITATIONS TO LIABILITY:

DAYSTAR DOES NOT WARRANT THAT ITS PRODUCTS OR SERVICES ARE ERROR FREE AND DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO ITS SOFTWARE PRODUCTS AND SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS.

IN NO EVENT SHALL DAYSTAR BE LIABLE FOR ANY LOSS OF DATA OR PROFITS, CONSEQUENTIAL, INCIDENTAL OR ANY SPECIAL INDIRECT DAMAGES OF ANY KIND AS A RESULT OF DAYSTAR'S DELIVERY, PERFORMANCE, OR FAILURE TO PERFORM SERVICES UNDER THIS AGREEMENT OR FOR ANY USE, THE RESULTS OF SUCH USE, OR INABILITY TO USE ANY SOFTWARE OR SERVICES FROM DAYSTAR PROVIDED UNDER THIS AGREEMENT, EVEN IF DAYSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DAYSTAR'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY LICENSEE UNDER THIS AGREEMENT.

10. MISCELLANEOUS:

- a. If any provision of this Agreement shall be held invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- b. Failure to pay any invoice on the date due, or failure by Licensee to perform an obligation or covenant under this Agreement shall be a default under this Agreement. Upon default Daystar, in its sole discretion, may terminate this Agreement immediately upon written notice of Licensee.
- c. Neither party may assign this Agreement, or any rights hereunder, without prior written approval of the other party.
- d. Failure by either party on one occasion to insist on full or timely performance by the other party of any obligation under Agreement shall not be deemed a waiver of such performance, and shall not prevent enforcement of such obligation on other occasions.
- e. The terms and conditions of this agreement shall supercede any conflicting terms or conditions contained in any purchase orders, work orders, or other instructions or orders to deliver any products or services specified in this agreement.

ACCEPTANCE

For Daystar

Signature: _____

Printed Name: _____

Title: _____

Date: 1/30/07