



We have prepared a quote for you

Managed Services

Quote # 2022000372 Version 1

Prepared for:

City of Crest Hill

Prepared by:

Brenda Quinn

Master Agreement

This Master Services Agreement (“Agreement”) between City of Crest Hill (hereinafter referred to as the “Client”), and Waident Support Solutions, LLC (d/b/a Waident Technology Solutions), an Illinois limited liability company (hereinafter referred to as the “Service Provider”), is effective as of **12/10/2022 10:42:00 AM** (the “Effective Date”) and the parties hereby agree to the following terms and conditions:

1. TERM OF AGREEMENT. The “Term” of this Agreement shall include the Initial Term and any Renewal Terms.

A. Initial Term. The term of this Agreement shall be for one (1) year from the Effective Date (the “Initial Term”), and shall be reviewed by the parties annually to address any necessary adjustments or modifications.

B. Automatic Renewal. This Agreement automatically renews for a subsequent one (1) year term (“Renewal Term”) beginning on the day immediately following any expiring Term unless either party sends the other party at least ninety (90) days’ written notice of its intent not to renew the Agreement.

2. TERMINATION.

A. Client Termination During Probationary Period. During the first ninety (90) days of the Initial Term (the “Probationary Period”), the Client has the right to terminate this Agreement for any reason by delivering written notice of termination to Service Provider. Notice of termination pursuant to this provision must be received by Service Provider within the first ninety (90) days in order for the termination under this subsection to be effective.

B. Client Termination Following the Probationary Period. The Client may terminate this Agreement upon ninety (90) days’ written notice (after any applicable cure period has expired) to the Service Provider only if:

1. The Service Provider fails to fulfill any material obligation, or otherwise cure any breach of a material term or condition under this Agreement within thirty (30) days of receiving written notice from the Client of said failure or breach.
2. The Service Provider terminates or suspends its business operations for a period of more than thirty (30) days, unless Service Provider’s rights and obligations under this Agreement are assigned to a third party in connection with the sale of the Service Provider’s business or its assets, or are otherwise transferred by operation of law as set forth below in Section 12 [Assignment]. In the event of any such assignment or transfer of Service Provider’s rights and obligations to a third-party, Client shall be provided written notice of said assignment or transfer.

C. Service Provider Termination. The Service Provider may terminate this Agreement for any reason or no reason upon thirty (30) days’ written notice to Client.

D. Termination Resulting from Force Majeure. This Agreement may be terminated due to a Force Majeure in accordance with the conditions and terms set forth in Section 9 [Force Majeure] below.

E. Obligations Upon Termination. In the event this Agreement is terminated pursuant to Section 2.B, 2.C, or 2.D above, the Service Provider agrees to assist Client in the orderly termination of services, including timely transfer of services to another designated provider. Client agrees to pay Service Provider for the actual costs it incurs while rendering such transition services. Within thirty (30) days following a termination pursuant to Section 2.B, 2.C, or 2.D above, Service Provider will refund any remaining unearned fees net of all additional expenses incurred, if any, that Client had paid in advance.

3. SCOPE OF WORK AND GRANT OF ACCESS. The services that Service Provider is providing for Client shall be specified in one or more Service Orders that shall be executed by authorized representatives of each respective party. The terms of

any such Service Order shall be incorporated into this Agreement by express reference. The Service Orders may expressly add to, limit, or modify specific terms in this Agreement in which case the terms as stated in the Service Order shall control over conflicting terms in this Agreement. If a Service Order is silent or ambiguous as to any terms, then the terms of this Agreement shall control. If, in the future, Service Provider and Client agree on additional work that Service Provider will perform for Client, the parties shall set forth the terms of the additional work in writing in additional Service Orders that shall expressly incorporate the terms of this Agreement by reference and shall be signed by authorized representatives of each party. This Agreement, together with any executed Service Orders shall be collectively referred to herein as the “Agreement” and any references to the “Agreement” shall include the terms of all active Service Orders. Client agrees to provide Service Provider with access to Client’s systems, software, equipment, and facilities where reasonably necessary in order to permit Service Provider to perform the service set forth in any Service Orders. Service Provider agrees to execute all work in a professional and workman like manner and will meet or exceed all applicable industry standards and best practices in performance of all services.

4. FEES, COSTS, AND TAXES.

A. Fees for Service Provider’s Services. Service Provider’s fee for any services or products, including monthly recurring charges, initial set-up fees, and any other charges or expenses shall be set forth in the separately executed Service Order for each service that Client requests. Unless otherwise specified on a specific Service Order, all fees and expenses charged under this Agreement and any Service Orders are due within fifteen (15) days of the invoice date (the “Payment Due Date”).

B. Late Payments. Unless otherwise provided in any separately executed Service Order, in the event a Client fails to make any payment due under this Agreement or any related Service Order on or before the Payment Due Date, Service Provider shall charge a late fee of five (5%) percent of the total outstanding balance due each month. Interest will continue to accrue each month until the balance is paid in full. In addition to charging interest on late payments, if a Client fails to pay a balance within thirty (30) days of the due date, Service Provider reserves the right to immediately suspend all services provided under this Agreement and any related Service Orders. Client will continue to be responsible for all charges under this Agreement even if Service Provider suspends the Client’s services for non-payment.

C. Costs. In addition to any fees charged under this Agreement, Client shall be responsible for payment of any costs incurred by Service Provider in rendering services for Client including, but not limited to:

1. The replacement cost of parts, repairs, equipment, or software not covered by vendor/manufacturer warranty or support;
2. The cost of any other parts, equipment, or repairs of any kind required in order for Service Provider to provide the services described herein;
3. The costs of any and all software purchases, licenses, renewals, or upgrades of any kind; and
4. The costs of any third-party vendor or manufacturer support, incident, or service/repair fees of any kind.

Whenever reasonably possible or practicable, Service Provider will provide Client advance notice of any impending costs or expenses covered under this Section, however Client acknowledges that sometimes circumstances may prevent Service Provider from reasonably obtaining advance approval for certain expenditures. Client agrees that, whether advance approval was obtained or not, Client shall pay all such costs incurred by Service Provider on Client’s behalf. Such costs shall be billed in addition to Client’s monthly fee and shall be paid by the Payment Due Date. Service Provider reserves the right to require Client to advance funds needed for extraordinary expenses.

D. Taxes. In addition to service fees and costs, Client shall be responsible for all applicable local, state, or federal taxes that are due and reflected on Client’s invoice. If a Client is exempt from any taxation, Client shall provide Service Provider with a valid exemption certificate for the applicable jurisdiction.

5. CONFIDENTIALITY.

A. Confidential Information. In the performance of the services under this Agreement, Service Provider and Client may have access to or be exposed to information of the other party not generally known to the public, including, but not limited to software, product plans, marketing and sales information, customer lists, “know-how,” or trade secrets which may be designated as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, “Confidential Information”). Confidential Information may not be shared with third parties unless such disclosure is to personnel of Service Provider or Client, including employees, agents and subcontractors, on a “need-to-know” basis in connection with either party’s performance obligations pursuant to this Agreement, so long as such personnel have agreed to treat such Confidential Information under terms at least as restrictive as those herein.

B. Protection of Confidential Information. Each party agrees to take precautions to maintain the confidentiality of Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a like-kind nature, but in no case less than a commercially reasonable standard of care. The foregoing shall not include information, which, (A) was known by one party prior to its receipt from the other, or is, or becomes, public knowledge without the fault of the recipient, (B) is received by the recipient from a source other than a party to this Agreement, (C) is independently developed by a party without causing a breach of the terms hereunder, or (D) a party is required to disclose in response to an order by a court or governmental agency, provided that advance written notice of the disclosure is provided to other party.

C. Prompt Notice of Unauthorized Disclosure. The parties agree to promptly notify one another upon becoming aware of a confirmed use, accidental or unlawful destruction, loss or unauthorized disclosure of either party’s Confidential Information under circumstances that might reasonably be construed as a violation of this Agreement.

D. Survival. This Section 5 shall survive the expiration or termination of this Agreement for a period equal to the **later of either:** a) three (3) years; or b) the date on which both parties have either returned each other’s Confidential Information (if any), or securely destroyed that Confidential Information with the written consent and direction of the other party.

6. PROPRIETARY RIGHTS. As between Client and Service Provider, unless otherwise agreed to in writing and signed by authorized representatives of the parties, Service Provider will own all right, title and interest in and to the products and services provided by Service Provider. This Agreement shall not transfer or convey to Client or any third party any right, title or interest in, or to, the products and services provided by Service Provider, but only a limited right of use as granted in and revocable in accordance with this Agreement. Service Provider agrees to transfer to Client all right, title and interest in and to any equipment purchased by Client, excluding any right, title or interest in, and to, any software belonging to Service Provider that is installed on the Client’s systems or equipment.

In addition, Client agrees that Service Provider is the owner of all right, title and interest in all intellectual property in any work, including, but not limited to, all inventions, methods, processes, and computer programs including any source code or object code, (and any enhancements and modifications made thereto) contained within the services and/or products provided by Service Provider that were developed or owned by Service Provider (collectively the “Works”) and used in connection with the performance of its services under this Agreement. Client hereby assigns to Service Provider all right, title and interest in, and to, any copyrights that Client may have in, and to, such Works; provided, however, that such Works shall not include Client’s Confidential Information as defined in Section 5 [Confidentiality] of this Agreement or other information that previously belonged to Client or that is rightfully owned by a third party.

During the term of this Agreement and any Renewal Terms, Service Provider grants to Client a limited, non-exclusive license to use such Works solely in order for Client to receive the services provided by Service Provider hereunder. Client acknowledges that any such license expires upon the termination or expiration of this Agreement.

7. NON-SOLICITATION/NON-HIRE AGREEMENT.

A. Employee Non-solicitation. Client acknowledges that Service Provider has invested significant resources in acquiring, training, and developing its employees and that Service Provider has an express interest in maintaining a stable workforce. Client therefore agrees that during the period of this Agreement (including any subsequent Renewal Terms) and for a period of one (1) year after the termination or expiration of this Agreement, Client expressly agrees that Client shall not, directly or indirectly, solicit for employment or employ any current employee of Service Provider or any individual that Service Provider employed within the six (6) month period immediately preceding the expiration or termination of this Agreement. This restriction is limited to those employees of Service Provider with whom Client had direct or indirect contact with during the performance of services under this Agreement.

B. Remedies for Breach.

1. Injunctive Relief. Client acknowledges that violation of the employee non-solicitation provision set forth in Section 7.A above will cause irreparable damage to Service Provider, the exact amount of which may not be subject to reasonable or accurate ascertainment. Therefore Client hereby consents that in the event of such a violation, Service Provider shall, as a matter of right, be entitled to injunctive relief to restrain Client, or any person or entity acting for, or on behalf of Client, from violation the employee non-solicitation provision set forth in Section 7.A without the necessity of posting bond. Client agrees that in the event Service Provider seeks an injunction against Client, the one (1) year restrictive time period will not begin to run until such time as a court or arbitrator grants injunctive relief to Service Provider and any time periods between the violation of the employee non-solicitation provision and the date injunctive relief is granted will not be credited towards the one (1) year restriction period.

2. Liquidated Damages. In the event Client breaches the employee non-solicitation provision in Section 7.A, at the sole discretion of Service Provider, Service Provider may elect an alternative remedy to injunctive relief and actual damages in the form of liquidated damages. The parties agree that the liquidated damages that the Service Provider may elect shall be an amount equal to the value of the solicited employee's gross salary and benefits paid in in the twelve (12) months preceding the Client's solicitation. Client agrees that this amount of damages is a reasonable estimate of what Service Provider's actual damages would be.

3. Non-Exclusive Remedies. In the event Service Provider seeks injunctive relief and not liquidated damages, injunctive relief shall be a non-exclusive remedy and Service Provider shall be entitled to pursue any other remedy (other than liquidated damages) available to Service Provider at law or equity including, but not limited to, actual and/or punitive damages to the extent provided for in this Agreement.

4. Survival. This Section 7 shall survive the expiration or termination of this Agreement for a period of up to one (1) year.

8. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

A. Disclaimer of Warranties

SERVICE PROVIDER (INCLUDING ITS AFFILIATES, SUBCONTRACTORS AND AGENTS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, MEMBERS, MANAGERS, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "SERVICE PROVIDER PARTIES") MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR NON-INFRINGEMENT. CLIENT UNDERSTANDS THAT SERVICE PROVIDER'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK.

B. Limitation of Liability.

1. Limitation on Types of Damages.

EXCEPT AS EXPRESSLY PROVIDED FOR IN SECTION 10 [INDEMNIFICATION], SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.

THE SERVICE PROVIDER PARTIES SHALL NOT BE LIABLE FOR ANY DAMAGES: (i) RELATING TO ANY PART OF CLIENT'S NETWORK, OR ANY ENVIRONMENT, SOFTWARE, HARDWARE OR OPERATIONAL TECHNOLOGY, THAT SERVICE PROVIDER IS NOT OBLIGATED TO MONITOR OR SERVICE PURSUANT TO THIS AGREEMENT; (ii) RELATING TO LOSSES ATTRIBUTABLE TO ANY SERVICES OR PRODUCTS OFFERED BY SERVICE PROVIDER THAT CLIENT EXPRESSLY DECLINED INCLUDING ALL "DECLINED SERVICES" IDENTIFIED IN ANY SERVICE ORDERS EXECUTED IN RELATION TO THIS AGREEMENT; (iii) RELATING TO ANY LOSS CAUSED BY DENIAL-OF-SERVICE ATTACKS, SYSTEM HACKS OR INFILTRATIONS, RANSOMWARE, VIRUSES, OR OTHER MALICIOUS CODE OR SOFTWARE; (iv) LOSSES CAUSED BY POWER FAILURE; (v) LOSSES CAUSED BY INTERNET SERVICE PROVIDER OUTAGES, SLOW-DOWNS, OR DELAY; (vi) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS; (vii) LOST OR CORRUPTED DATA OR SOFTWARE; (viii) LOSS OF USE OF CLIENT'S SYSTEM(S) OR NETWORK; (ix) LOSS OF BUSINESS OPPORTUNITY; OR (x) BUSINESS INTERRUPTION OR DOWNTIME.

2. Additional Limitation on Liability for Breach of Section 5 [Confidentiality].

IN ADDITION TO ALL OTHER LIMITATIONS OF LIABILITY IN THIS AGREEMENT, SERVICE PROVIDER SHALL NOT BE LIABLE FOR BREACH OF, OR SUBJECT TO ANY OBLIGATIONS UNDER, SECTION 5 [CONFIDENTIALITY] RESULTING FROM A HACK, INTRUSION, OR INFILTRATION BY A THIRD PARTY INTO CLIENT'S NETWORK, TECHNOLOGY ENVIRONMENT, SOFTWARE, HARDWARE, OR INFORMATION TECHNOLOGY SYSTEMS, UNLESS THE HACK OR INTRUSION WAS MADE THROUGH DEVICES THAT SERVICE PROVIDER IS OBLIGATED TO MONITOR AS PART OF THE SERVICES RENDERED UNDER THIS AGREEMENT AND THE HACK OR INTRUSION WAS CAUSED DIRECTLY BY SERVICE PROVIDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

3. Aggregate Limit on Damage Amount.

EXCEPT AS PROVIDED IN SECTION 10 [INDEMNIFICATION], THE SERVICE PROVIDER PARTIES' RESPECTIVE AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY AND ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE SERVICE PROVIDER'S REMAINING PER CLAIM LIMIT AT THE TIME OF SETTLEMENT OR JUDGMENT ON ANY OF SERVICE PROVIDER'S APPLICABLE LIABILITY INSURANCE POLICIES, IF ANY. IF THE CLAIM IS NOT A COVERED CLAIM UNDER ANY LIABILITY POLICY HELD BY SERVICE PROVIDER, THEN THE AGGREGATE LIABILITY SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CLIENT TO THE SERVICE PROVIDER AS A MONTHLY FEE FOR SERVICES RENDERED DURING THE TWELVE (12) MONTH PERIOD BEFORE SERVICE PROVIDER WAS FIRST NOTIFIED OF THE CLAIM.

4. Liability Limitations Generally.

The foregoing limitations, exclusions and disclaimers shall apply, regardless of whether the claim for such damages is based in contract, warranty, strict liability, negligence, tort, or otherwise. Insofar as applicable law prohibits any limitation herein, the parties agree that such limitation will be automatically modified, but only to the extent necessary so as to make the limitation permitted to the fullest extent possible under such law. The parties agree that the limitations on liabilities set forth herein are agreed allocations of risk constituting in part the consideration for Service Provider's provision of services to Client, and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy – even if a party has been advised of the possibility of such liabilities.

5. Time Limitation to Initiate Any Claim for Breach of this Agreement.

ANY ACTION, LAWSUIT, OR CLAIM BY THE CLIENT FOR BREACH OF THIS AGREEMENT OR FOR ANY CLAIM ARISING FROM THIS AGREEMENT **MUST BE BROUGHT WITHIN THE EARLIER OF: A) ONE (1) YEAR OF THE DATE UPON WHICH THE CAUSE OF ACTION ACCRUES; OR B) WITHIN ONE (1) YEAR OF THE TERMINATION OF THIS AGREEMENT.** CLIENT EXPRESSLY ACKNOWLEDGES THAT THIS CONTRACTUAL LIMITATION ON THE TIME TO ASSERT A CLAIM IS REASONABLE EVEN THOUGH IT IS SHORTER THAN THE LIMITATIONS PERIOD THAT MAY OTHERWISE BE APPLICABLE AT LAW. IF THIS CONTRACTUAL TIME LIMITATION IS DEEMED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE AS WRITTEN, THE TIME TO ASSERT A CLAIM FOR BREACH OF THIS AGREEMENT SHALL BE THE SHORTEST TIME PERIOD OTHERWISE PERMITTED IN A CONTRACT BY ILLINOIS LAW.

9. FORCE MAJEURE. Neither party shall be liable to the other party for any failure to perform any of its obligations under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, catastrophic weather event (tornado, hurricane, blizzard), terrorist strike, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, the other party may immediately terminate this Agreement by giving written notice to the delayed party.

10. INDEMNIFICATION.

A. Client Indemnification of Service Provider.

Client shall defend, indemnify, and hold harmless Service Provider and its members, managers, employees, contractors, agents, and assigns (the "Service Provider Indemnified Parties") from and against any third-party claims of damages (of any kind including consequential, special, or punitive damages), lost profits, orders, decrees, judgments, liabilities, claims, actions, subpoena compliance, lawsuits, costs and expenses (including, without limitation, all costs of litigation and attorney's fees) (the "Claims") asserted against the Service Provider Indemnified Parties arising out of or resulting from: (i) Client's infringement of intellectual property rights, including, without limitation, copyright, trademark, trade secret, patent, and common law rights in connection with Client's information and data, networks, software, and computer systems; (ii) violations of any applicable laws or policies by Client including, without limitation, in connection with Client's information and data, networks, software and computer systems; (iii) assertions that Service Provider's performance under this Agreement for the benefit of the Client violates any law or the rights of a third party; (iv) failure by Client to secure all necessary consents, permits, and licenses, including without limitation, in connection with Client's information and data, networks, software and computers systems; (v) breach of any warranty by Client; (vi) theft, misappropriation, intentional or unintentional disclosure, loss, corruption, or destruction of any data, Confidential Information, or private information belonging to Client, Client's customers, or Client's employees; (vii) violation or breach of any privacy laws or regulations by Client; (viii) Client's breach of this Agreement; (ix) any negligence, intentional misconduct, or other wrongful acts or omissions by Client or Client's employees or agents that result in any bodily injury, death, or tangible property damage; (x) assertions that Service Provider is compelled by contract or legal process to disclose Client information (including Confidential Information) in Service Provider's possession or control; and (xi) any assertion that Service Provider was not authorized to provide the services requested by Client.

B. Service Provider Indemnity of Client.

Subject to the limits of Service Provider's applicable per claim limit of liability coverage applicable, Service Provider shall defend, indemnify, and hold harmless Client and its members, managers, employees, contractors, agents, and assigns (the "Client Indemnified Parties") from and against any third-party claims of damages (of any kind including consequential, special, or punitive damages), lost profits, orders, decrees, judgments, liabilities, claims, actions, lawsuits, costs and expenses

(including, without limitation, all costs of litigation and attorney's fees) (the "Claims") incurred by the Client Indemnified Parties arising out of or resulting from: (i) Service Provider's infringement of intellectual property rights, including, without limitation, copyright, trademark, trade secret, patent, and common law rights in connection with Service Provider's information and data, networks, software, and computer systems; (ii) violations of any applicable laws by Service Provider; (iii) breach of any warranty by Service Provider; (iv) any negligence, intentional misconduct, or other wrongful acts or omissions by Service Provider or Service Provider's employees or agents that result in any bodily injury, death, or tangible property damage; and (v) any assertion that Service Provider was not authorized to provide the services requested by Client.

C. Indemnification Procedures.

Should one party seek defense and indemnification from the other under this Agreement, the party seeking defense and indemnity shall (i) promptly notify the other party in writing of any claim, suit or proceeding for which defense and indemnity is sought, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby; and upon acceptance of the duty to defend and indemnify, (ii) allow the defending and indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. In no event may either party enter into any third-party agreement which would, in any manner whatsoever, affect the rights of the other party, or bind the other party in any manner to such third party, without the prior written consent of the other party. If any party refuses to provide defense when a proper claim for indemnification is tendered, the party seeking defense may retain counsel of its choosing to defend the claim and may seek immediate indemnification of all fees and costs that are incurred in providing that defense from the indemnifying party. Unless otherwise specified in any court order, judgment, award, or settlement agreement, any party obligated to indemnify another party shall make any required indemnity payments including, but not limited to, judgments, settlements, or attorney's fees, within thirty (30) days of when the payment obligation first becomes settled or final.

11. INDEPENDENT CONTRACTOR RELATIONSHIP; SUBCONTRACTING. The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement. Neither party will use the other party's name (except internal use only), trademark, logos, or trade name without the prior written consent of the other party.

12. ASSIGNMENT. Service Provider has the right to assign, subcontract or delegate in whole or in part this Agreement, or any rights, duties, obligations or liabilities under this Agreement, by operation of law or otherwise upon thirty (30) days' notice to Client. Client may not assign its rights or obligations under this Agreement except with the express written consent of Service Provider. Notwithstanding the foregoing, either party may assign this Agreement without the consent of the other party to a successor in connection with a merger, sale of all or substantially all of such party's assets, or other change of control provided that the assignee shall then receive the benefit of and be bound by the terms of this Agreement. In the event of an assignment by Client, the Client shall remain liable to Service Provider in the event the Client's assignee breaches or fails to perform Client's obligations under this Agreement.

13. NOTICES. Notices sent to either of the parties under this Agreement must be in writing and shall be sent via e-mail or facsimile followed by an additional copy transmitted via registered or certified mail, return receipt requested, or by commercial overnight courier with delivery signature requested using the following contact information:

If to Service Provider:

Waident Support Solutions, LLC
c/o John Ahlberg
526 Crescent Blvd., Suite 300
Glen Ellyn, Illinois 60137
Phone: (630) 547-7007
Fax: (630) 547-7001

If to Client:

City of Crest Hill
c/o Timothy Stinnett
1610 Plainfield Road
Crest Hill, IL 60403
Phone: (815) 741-5100
Email: Tstinnett@cityofcresthill.com

Email: jahlberg@waident.com

Notices shall be deemed delivered upon **the earlier of:** (i) actual receipt, or (ii) if sent via overnight courier or delivery service - one day following the deposit of the notice with the delivery service with all delivery fees prepaid. Either party may change its contact information for purposes of notice by notifying the other party in writing.

14. ALTERNATIVE DISPUTE RESOLUTION; WAIVER OF TRIAL BY JURY; GOVERNING LAW; VENUE; AND ATTORNEY'S FEES.

A. Alternative Dispute Resolution. Except to the extent injunctive relief is necessary to protect or enforce a party's rights under Section 5 [Confidentiality], Section 6 [Proprietary Information], or Section 7 [Non-Solicitation/Non-Hire], the parties agree that all disputes between them shall be governed by the terms in this Section 14.

B. Mediation. In the event a dispute between the parties arises under this Agreement (other than as stated in Section 14.A), the parties agree to submit the dispute to mediation before a qualified mediator agreed upon by the parties. If the parties cannot agree upon a mediator within thirty (30) days, or the mediation cannot be completed within sixty (60) days, the dispute shall be resolved through binding arbitration.

C. Binding Arbitration. Except as stated in Section 14.A above, any controversy or claim arising out of or relating to this Agreement or the breach thereof, that is not resolved by Mediation shall be settled by binding arbitration. Unless otherwise agreed by the parties, the arbitration shall take place in DuPage County, Illinois, and be conducted in accordance with the laws of the State of Illinois by three arbitrators, one of whom shall be appointed by Client, one by Service Provider, and the third shall be appointed by the first two arbitrators. Except as otherwise agreed to by the parties, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association, except with respect to the selection of arbitrators which shall be as provided in this Section. Judgment upon the award rendered by a majority of the arbitrators may be entered in any court having jurisdiction thereof. The expenses of arbitration, and the fees of the arbitrators, shall be paid by the party determined by the arbitrators as the non-prevailing party.

D. Determination of Issues Relating to Arbitrability. Only the arbitrators, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement including, but not limited to any claim that all or any part of this arbitration provision is void or voidable.

E. Waiver of Trial by Jury. To the extent any dispute not otherwise determined by the mediation or arbitration provisions of this Section 14 is instead heard by a court of law, the parties expressly agree to waive their respective rights to a trial by jury.

F. Designated Venue. The parties agree that any claim, dispute, lawsuit, or action in law or equity arising from or relating to this Agreement that is not otherwise determined by the mediation or arbitration provisions of this Section 14 shall be brought exclusively within courts of the State of Illinois located in DuPage County, Illinois. Both the Client and the Service Provider agree to submit to the personal jurisdiction of said court and waive any objections to personal jurisdiction or venue in such court.

G. Governing Law. The parties agree that the interpretation, validity, performance, enforcement, termination, of this Agreement and any dispute, claim or controversy (of any type including, but not limited to contract, tort, statutory, or any basis in law or equity) arising out of, or related to, this Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of law rules.

H. Attorney's Fees and Costs. In the event Service Provider must initiate or defend against any litigation or arbitration involving the Client in connection with the construction, interpretation, validity, performance, and/or breach of this Agreement, Service Provider shall be entitled to recover its costs of said action, including its reasonable attorney's fees, from

Client.

I. Reservation of Rights and Remedies. Subject to the provisions of this Section 14, Service Provider expressly reserves all rights and remedies available in law or equity to enforce its rights in connection with this Agreement. Service Provider may pursue one or all of its remedies at any time and pursuit of one remedy shall not act as a waiver of any other right or remedy that may be available to Service Provider.

15. ENTIRE AGREEMENT, MODIFICATION, SEVERABILITY, AND COUNTERPARTS.

A. Entire Agreement. This Agreement, including any appendices, schedules, or work orders shall together constitute the entire agreement between the parties with respect to its subject matter and shall supersede all prior oral and written understandings, agreements, memoranda, communication, terms or conditions between the parties.

B. Modification. This Agreement may not be modified or amended except by agreement of both parties memorialized in writing and signed by authorized agents for each party, or by judicial modification.

C. Severability. If any provision of this Agreement is determined to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect. With respect to any provision(s) determined to be invalid or unenforceable, such provision(s) shall be deemed reformed to the extent necessary to be valid and enforceable so as to accomplish the intention of the parties as is most nearly possible.

D. Counterparts and Signatures. This Agreement may be executed in separate counterparts which together shall comprise one and the same instrument. Signatures transmitted via electronic mail, facsimile, or through any other industry standard electronic signature collection method shall be as valid and binding on the parties as if it were an original ink signature.

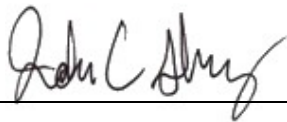
16. HEADINGS AND CONSTRUCTION. The Section Headings in this Agreement are for reference only and shall have no effect on the substantive terms of this Agreement. The parties acknowledge and agree that they are sophisticated business, commercial, and/or governmental enterprises and that each has been provided the opportunity to have this Agreement reviewed by legal counsel of their choice. Both parties acknowledge that this Agreement is the result of an arms-length transaction by parties with equal bargaining power. As such, the parties expressly agree that this Agreement shall not be construed more strictly against one party than another merely because it may have been primarily prepared by counsel for one of the parties.

17. SURVIVAL. The provisions of Section 5 [Confidentiality], Section 6 [Proprietary Rights], Section 7 [Non-solicitation]; Section 8 [Disclaimer of Warranties; Limitation of Liability]; Section 10 [Indemnification]; Section 12 [Assignment]; and Section 14 [Alternative Dispute Resolution, Waiver of Trial by Jury; Governing Law; Venue and Attorney's Fees] shall all survive the termination or expiration of this Agreement.

WHEREFORE, by their execution hereunder, the parties acknowledge and agree to all the terms and conditions set forth in this Agreement and represent and warrant that the undersigned have the full authority on behalf of their respective parties to execute and bind their party to this Agreement.

Waident Technology Solutions - Aurora
Office

City of Crest Hill



By: **Brenda Quinn,**

Date Executed: 11/10/2022

By: **Timothy Stinnett**

Date Executed:

Managed Services Agreement

This Support Solutions Service Order dated 11/10/2022 is entered into between Waident Technology Solutions, LLC (“Service Provider”) and City of Crest Hill “Client” as part of the Master Services Agreement (“Agreement”) executed by the Parties and effective as of 12/10/2022 10:42:00 AM. **This Service Order expressly incorporates all of the terms and conditions of the Agreement as if set fully set forth herein and this Service Order is to be considered a part of said Agreement.** To the extent there are terms or conditions stated in this Service Order that conflict with terms and conditions in the Agreement, the terms or conditions in this Service Order shall control.

A. TERM. This Support Solutions Service Order shall be in effect beginning on the “Effective Date” and, except as otherwise specified herein, shall continue until cancelled by either party under the same permissible circumstances, and in the same required manner for termination of the Master Services Agreement as set forth therein. Expiration or Termination of the Master Services Agreement shall also terminate this Service Order.

B. SERVICE PROVIDER FEES AND EXPENSES

1. System Support Service Fee. The monthly fee for the System Support Service Package purchased by the Client as outlined on Appendix A is \$9,600.00 per month. In addition, there shall be a one-time setup fee of \$10,000.00.

2. Service Provider Expenses. In addition to the fee for System Support Services, Client is responsible for reimbursement of all expenses reasonably incurred by Service Provider in performing the services under this agreement specifically for Client including, but not limited to the costs of any hardware, parts, equipment, software, software licenses, renewals or updates, fees required to be paid for any necessary third-party vendor or manufacturer support charges or fees; as well as postage and shipping.

C. THE CLIENT’S SYSTEM ENVIRONMENT.

1. Existing Environment Parameters. The details regarding the Client’s system environment, including total users, locations, and servers are, as follows:

Total Users	60
Total Locations	6
Total Servers	6

Client acknowledges and understands that the fee charged by Service Provider for Support Services is based, in substantial part, upon the Client’s existing system environment. Service Provider reserves the right to evaluate the Client’s system environment for changes throughout the Term of this Service Order. To the extent Service Provider determines that the Client has made changes that materially alter the system environment from the previous system environment, Service Provider reserves the right to modify the fee charged under this Service Order accordingly.

2. Client System Environment Minimum Standards. In order for Client’s existing environment to qualify for Service Provider’s Support Services, the following minimum requirements must be met:

- a. All Servers with Microsoft Windows Operating Systems must be running Windows 2012 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed;
- b. All Desktop PC’s and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 10 or

later, and have all of the latest Microsoft Service Packs and Critical Updates installed;

c. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported;

d. The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email;

e. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored, and send notifications on job failures and successes; and

f. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.

As technology evolves, these minimum standards will also change. When a new requirement is introduced for a Client's system environment to meet minimum standards, following written notice from the Service Provider of the new requirement, the Client shall be given a reasonable amount of time by the Service Provider to upgrade the service environment. The upgrade time period shall be set by the Service Provider in its sole discretion based upon the circumstances giving rise to the need for the change in minimum standards.

Should the Client refuse to maintain its system environment at the minimal standards set forth herein or as modified by Service Provider from time to time, or should the Client refuse to upgrade the system environment when a new standard is set by the Service Provider within the time period required, the Service Provider shall have the right to immediately terminate all support services under this Service Order upon thirty (30) days' written notice to Client.

Client may retain Service Provider to perform all actions required to upgrade Client's system environment to meet the applicable minimum standards, but any such upgrade work shall be set forth on a separate Service Order and the fees and expenses for such work shall be separate from, and in addition to, the fees and expenses for support services set forth herein.

D. SCOPE OF SUPPORT SERVICES

1. System Support Coverage. The Client has elected a package of System Support Services described in the attached Appendix A. Appendix A sets forth the types of support coverage the Client has purchased, the frequency of the support service provided, as well as the Service Provider's response level. The terms of Appendix A are expressly incorporated herein by reference.

2. Support Request Service Flow. The procedure for making a support service request under the package purchased by Client, and the Service Provider's process for handling service requests made under this package, are set forth on Appendix B to this Service Order which is expressly incorporated herein by reference.

3. Additional Services. Certain services are available to Client but are not included within the System Support Service package purchased by the Client. These available services and their associated service fees and/or expenses are set forth in the schedule attached as Appendix C which is expressly incorporated herein by reference.

WHEREFORE, by their execution hereunder, the Parties acknowledge and agree to the terms of service set forth in this Support Solutions Service Order and reconfirm all of the terms and conditions set forth in the Master Services Agreement previously executed by the Parties. The undersigned each represent and warrant that they have the full authority on behalf of their respective party to execute and bind their party to this Agreement.

APPENDIX A – MANAGED SERVICES SUPPORT

1. Coverage

Helpdesk and Vendor Management of Client's technology systems will be provided to the Client by Service Provider through remote or onsite means between the hours of 7:00 am – 7:00 pm Central Standard Time, Monday through Friday, excluding public holidays. ***Network Monitoring Services will be provided 24 hours a day/ 7 days a week/ 365 days a year. All services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions of Appendix C.*** Hardware costs of any kind are not covered under the terms of this Agreement.

Support and Escalation

Service Provider will respond to Client's requests under the provisions of **Appendix B**, and ***with best efforts after hours or during holidays***. Requests must be opened by Client's personnel, by email to Service Provider's Help Desk, or by phone, if email is unavailable. Each call will be assigned a Request number for tracking. Service Provider's escalation process is detailed in **Appendix B**.

Service outside Normal Working Hours aka "after hours or during holidays"

Emergency services performed outside of the hours of 7:00 am – 7:00 pm Central Standard Time Monday through Friday shall be subject to provisions of **Appendix C**.

Service Calls Where No Trouble is found

If Client requests onsite service and no problem is found or reproduced, Client shall be billed at the current applicable rates as indicated in **Appendix C**.

2. Additional Maintenance Services

Hardware/System Support

Service Provider shall provide support of all hardware and systems specified in **Appendix C**, provided that all Hardware is covered under a currently active Vendor Support Contract or replaceable parts are readily available, and all Software is Genuine, Currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement.

Virus Recovery for Current, Licensed Antivirus protected systems

In the event Client's system is damaged by a virus infection not detected and quarantined by the latest Antivirus definitions, Service Provider will perform an attempted recovery of the system which shall be covered under the terms of this Agreement. This Service is limited to those systems protected with a currently licensed, Vendor-supported Antivirus solution.

Monitoring Services

Service Provider will provide ongoing monitoring and security services of all critical devices as indicated in **Appendix B**. Service Provider will provide monthly reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, Service Provider shall make every attempt to rectify the condition in a timely manner through remote means.

Should Third-Party Vendor Support Charges be required in order to resolve any issues, these will be charged to the Client after first receiving the Client's authorization to incur them.

3. Additional Services aka Services not included by this Agreement

Service rendered under this Agreement does not include:

1. Parts, equipment or software not covered by vendor/manufacturer warranty or support.
2. The cost of any parts, equipment, or shipping charges of any kind.
3. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
4. The cost of any Third-Party Vendor or Manufacturer Support or Incident Fees of any kind.
5. The cost to bring Client's environment up to minimum standards required for Services.
6. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
7. Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider.
8. Maintenance of Applications software packages, whether acquired from Service Provider or any other source ***unless as specified in Appendix C.***
9. Programming (modification of software code) and program (software) maintenance ***unless as specified in Appendix C.***
10. Training Services of any kind.

Service Provider will make every effort to provide Client an estimate or quote for any of these items as listed in subparagraph (1) through (10) in this section 3 if and when such services are necessary so Service Provider can continue to provide the services contemplated by this Agreement. Client understands it is responsible for the cost or expense of these additional services as listed herein even if Service Provider is unable to inform Client in advance of them being incurred.

Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in hours)	Resolution time (in hours)	Escalation threshold (in hours)
Service not available (all users and functions unavailable).	1	Within 1 hour	ASAP - Best Effort	2 hours
Significant degradation of service (large number of users or business critical functions affected).	2	Within 1 hours	ASAP - Best Effort	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 4 hours	ASAP - Best Effort	24 hours
Small service degradation (business process can continue, one user affected).	4	within 4 hours	ASAP - Best Effort	48 hours

Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with Third-Party (Vendor) Support Engineers to resolve the most complex issues.

APPENDIX B – SERVICE REQUEST ESCALATION PROCEDURE

1. Support Request is Received
2. Request is Created
3. Issue is Identified and documented in Help Desk system
4. Issue is qualified to determine if it can be resolved through Tier 1 Support

If issue can be resolved through Tier 1 Support:

5. Level 1 Resolution - issue is worked to successful resolution
6. Quality Control –Issue is verified to be resolved to Client's satisfaction
7. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 1 Support:

8. Issue is escalated to Tier 2 Support
9. Issue is qualified to determine if it can be resolved by Tier 2 Support

If issue can be resolved through Tier 2 Support:

10. Level 2 Resolution - issue is worked to successful resolution
11. Quality Control –Issue is verified to be resolved to Client's satisfaction
12. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 2 Support:

13. Issue is escalated to Tier 3 Support
14. Issue is qualified to determine if it can be resolved through Tier 3 Support

If issue can be resolved through Tier 3 Support:

15. Level 3 Resolution - issue is worked to successful resolution
16. Quality Control –Issue is verified to be resolved to Client’s satisfaction
17. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 3 Support:

18. Issue is escalated to Onsite Support
19. Issue is qualified to determine if it can be resolved through Onsite Support

If issue can be resolved through Onsite Support:

20. Onsite Resolution - issue is worked to successful resolution
21. Quality Control –Issue is verified to be resolved to Client’s satisfaction
22. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Onsite Support:

Client Decision Point – request is updated with complete details of all activity performed

APPENDIX C – ADDITIONAL SERVICES SCHEDULE

Description	Frequency	Included in Maintenance
<i>General</i>		
Document software and hardware changes	As performed	YES
Testing failover redundant internet connections	Bi-Monthly	YES
Monthly reports of work accomplished, work in progress, etc.	Monthly	YES
<i>Servers</i>		
Manage Servers (Physical and Cloud)	Ongoing	YES
Check print queues	As needed	YES
Monitor all Server services	Ongoing	YES
Keep Service Packs, Patches and Hot fixes current as per company policy	Monthly	YES
Monitor event logs	As things appear	YES
Monitor hard drive free space on server	Ongoing	YES
Email Server user/mailbox management	As needed	YES
Office 365 user/mailbox management	As Needed	YES
Monitor Active Directory	As needed	YES
SQL server management	As needed	YES
Reboot servers if needed	As needed	YES
Scheduled off time server maintenance	As needed	YES
Install supported software upgrades	As needed	YES
Set up and maintain groups (executive, admin, printers, sales)		

Set up and maintain groups (accounting, admin, printers, sales, warehouse, etc.)	As needed	YES
Check status of backups	Daily	YES
Alert Client to dangerous conditions		
Memory running low		
Hard drive showing sign of failure		
Hard drive running out of disk space		
Controllers losing interrupts		
Network Cards report unusual collision activity	As needed	YES
Educate and correct user errors (deleted files, corrupted files, etc.)	As needed	YES
Clean and prune directory structure, keep efficient and active	As needed	YES

Backup and Disaster Recovery

Monitor and manage backup activity	As Needed	YES
Restore backup files on a regular basis to ensure normal operation	As Needed	YES
Perform system restores of servers and PC's when necessary	As Needed	YES

APPENDIX C – ADDITIONAL SERVICE SCHEDULE
(CONTINUED)

Description	Frequency	Included in Maintenance
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Devices

Manage Desktops and laptops including mobile employees	Ongoing	YES
Manage Network Printers and scanners	Ongoing	YES
Manage Other Networked Devices	Ongoing	YES
Manage Smart phones	Ongoing	YES

Networks

Check router logs	As needed	YES
Performance Monitoring/Capacity Planning	Ongoing	YES
Monitor switches and internet connectivity, and make sure everything is operational	Ongoing	YES
Maintain office connectivity to the Internet	As needed	YES

Security

Confirm that antivirus virus definition auto updates have occurred	As needed	YES
Confirm that antispyware updates have occurred	As needed	YES
Confirm that backup has been performed on a daily basis	As needed	YES
Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies	As needed	YES

Permissions and file system management	As needed	YES
Set up new users including login restrictions, passwords, security, applications	As needed	YES
Set up and change security for users and applications	Ongoing	YES

Applications

Ensure Microsoft Office Applications are functioning as designed	As needed	YES
Ensure Adobe Acrobat Applications are functioning as designed	As needed	YES
Ensure Intuit QuickBooks Applications are functioning as designed	As needed	YES

Telecommunications

VOIP and IP Telephony updates and troubleshooting	As needed	YES
Internet connectivity troubleshooting	As needed	YES
Telephone provider troubleshooting	As needed	YES

APPENDIX C – ADDITIONAL SERVICE SCHEDULE (CONTINUED)

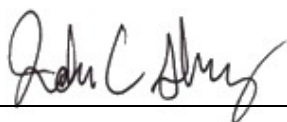
Service Rates

Labor	Rate
Remote PC Management/Help Desk 7am-7pm CST M-F	INCLUDED
Remote Printer Management 7am-7pm CST M-F	INCLUDED
Remote Network Management 7am-7pm CST M-F	INCLUDED
Remote Server Management 7am-7pm CST M-F	INCLUDED
24x7x365 Network Monitoring	INCLUDED
Lab Labor 7am-7pm CST M-F	INCLUDED
Onsite Labor 7am-7pm CST M-F	INCLUDED
Remote PC Management/Help Desk 7:01pm-9pm M-F	INCLUDED
Remote Printer Management 7:01pm-9pm M-F	INCLUDED
Lab Labor 7:01pm-9pm M-F	INCLUDED
Onsite Labor 7:01pm-9pm M-F	Time and a Half of Current Hourly Rate
Remote Labor All Other Times	Time and a Half of Current Hourly Rate
Lab Labor	Time and a Half of Current Hourly Rate

All Other Times	
Onsite Labor All Other Times	Time and a Half of Current Hourly Rate
Third-Party Vendor Support Charges Required to resolve issues	outside scope of agreement, charges incurred are client's responsibility
All services falling outside the MSA, aka Projects and separately invoiced, e.g. list provided in paragraph 8	outside scope of agreement, charges incurred are client's responsibility
Costs associated with updating Client's environment to meet Minimum Standards	outside scope of agreement, charges incurred are client's responsibility

Waident Technology Solutions - Aurora
Office

City of Crest Hill



By: **Brenda Quinn,**

By: **Timothy Stinnett**

Date Executed: 11/10/2022

Date Executed:

Professional Services

Description	Price	Qty	Ext. Price
One time On-boarding	\$10,000.00	1	\$10,000.00
Subtotal:			\$10,000.00

Monthly

Description	Recurring	Qty	Ext. Recurring
Fully Managed Services for 60 users	\$9,600.00	1	\$9,600.00
Monthly Subtotal:			\$9,600.00

Managed Services

**Prepared by:****Waident Technology Solutions -
Aurora Office**Brenda Quinn
630-947-0014
bquinn@waident.com**Prepared for:****City of Crest Hill**1610 Plainfield Road
Crest Hill, IL 60403
Timothy Stinnett
(815) 741-5100
Tstinnett@cityofcresthill.com**Quote Information:****Quote #: 2022000372**Version: 1
Delivery Date: 11/10/2022
Expiration Date: 12/10/2022

Quote Summary

Description	Amount
Professional Services	\$10,000.00
Total:	\$10,000.00

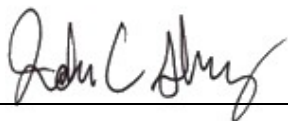
Monthly Summary

Description	Amount
Monthly	\$9,600.00
Monthly Total:	\$9,600.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**Waident Technology Solutions - Aurora
Office****City of Crest Hill**

Signature: _____



Name: John Ahlberg

Title: CEO

Date: 11/10/2022

Signature: _____

Name: Timothy Stinnett

Date: _____