

## MASTER ENGINEERING SERVICES AGREEMENT

This AGREEMENT ("Agreement") is made this July 15, 2016 between City Of Aurora ("Client"), located at 44 E Downer Pl, Aurora, IL 60505 and GLOBAL DATA SOLUTIONS INC ("VENDOR") an IL corporation located at 2375 Heartland Road-Suite 303 Falls Church Virginia 22043 with EIN# 26-1624496 in consideration of the mutual promises and covenants in this Agreement, the parties agree as follows, intending to be legally bound:

1. **Scope of Services.** During the term of this Agreement, VENDOR will provide professional consulting and engineering, services to Client. VENDOR shall provide services: (a) in accordance with the requirements specified by the Client at the times, the location(s), and subject to the instructions and conditions determined by the Client. The VENDOR's consultant will be expected to work a minimum of 1780 hours in a contract year and a maximum of 1876 hours in a contract year (the contract year shall be assumed to begin on the Monday following acceptance by the Client.).
2. **Consultants.** When and as required by CLIENT, VENDOR shall furnish one or more Consultant(s) who are qualified engineering professionals (each, a "Consultant") and who are qualified in accordance with accepted professional industry standards to perform the services required to satisfy any and all of the requirements of a Work Order. CLIENT is completely responsible for selecting the Consultant(s) to perform services under this Agreement and related Work Orders, provided that the Client may reject any Consultant selected/submitted by VENDOR, in such cases, VENDOR shall promptly furnish another qualified Consultant.
3. **Term.** This Agreement shall be effective upon the execution hereof by the parties and shall remain in effect for an initial period of one (1) year renewable for up to two (2) additional years upon mutual consent of both parties. Issuing a new Purchase Order (PO) every year will be sufficient to extend this contract.
4. **Termination.** CLIENT or VENDOR may terminate the services under this Agreement at any time for any reason by giving 2 weeks written notice to the other party. CLIENT may terminate any individual Purchase Order with notice, on the understanding that CLIENT has terminated the Purchase Order. CLIENT will provide VENDOR, with as much notice as possible on termination of a Purchase Order.
5. **Payment.** CLIENT will pay VENDOR, for services in accordance with the billing rate(s) of \$44.28 per hour worked for the period beginning September 1 2016, and will be made within Thirty Days (30) upon receipt of the original and accurate invoice. In addition, should the Contract be renewed a 2.5% escalation will be allowed for each of the two (2) renewals. This escalation would equal \$45.39 per hour worked beginning September 1 2017 and \$46.52 per hour worked beginning September 1 2018. For each Consultant, VENDOR shall submit an original invoice on a monthly basis along with the timesheet provided by CLIENT or guidelines provided by CLIENT and approved by an authorized Client representative.
6. **Timesheets and Expense Reimbursement.** VENDOR's Consultants shall use the timesheets as provided by/or instructed by CLIENT. The time sheets, duly approved by an authorized Client representative, are to be sent via fax or email to CLIENT. Vendor shall cause each of its Contract Workers to submit an approved Time sheet to CLIENT's local

office contact no later than close of business Friday of every week. CLIENT will pay each VENDOR invoice based upon hours recorded on the approved Timesheet and the rate agreed upon on the Purchase Order. Failure by Vendor to submit approved Time Records as outlined herein will result in delays in payment. Continued failure by Vendor to comply with this Section and submit Time Records in the manner described as outlined herein will result in termination of this Agreement.

Similarly, expense statements (with original receipts attached) as pre-approved by CLIENT must be submitted to CLIENT no later than the 7th day of the month for all expenses incurred in the previous month. For example, expenses incurred in the month of January must be submitted to CLIENT no later than February 7th.

7. **Status of Parties.** VENDOR agrees and acknowledges that it is an independent Contractor with respect to CLIENT and that neither VENDOR, nor any of VENDOR's Consultants shall be considered an employee or agent of CLIENT. It is further agreed that nothing in this Agreement shall be construed to create a joint venture, partnership, association or other affiliation between the parties. It is agreed that this relationship is and shall remain that of independent parties to the contractual relationship set forth in this Agreement. Neither VENDOR., nor any of VENDOR.,'s Consultants shall be eligible to participate in any employee benefit plan or program, fringe benefit plan or program, or insurance plan or program, of any kind maintained by CLIENT in connection with the performance of services under this Agreement. VENDOR shall be solely responsible for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to services performed under this Agreement by VENDOR or VENDOR's Consultant(s).

8. **Warranty.**

(a) **Services.** VENDOR represents and warrants that it and its Consultants will provide services under this Agreement and any related Work Orders in accordance with the highest accepted industry standards. If CLIENT is not satisfied with a Consultant, for any reason, during the first two weeks such Consultant provides services under this Agreement and/or a Work Order, VENDOR, shall promptly replace that Consultant and shall not charge or invoice CLIENT for services rendered by that Consultant.

(b) **Work Product.** VENDOR., represents and warrants the originality of any work performed or Work Product (as defined herein) delivered under this Agreement, and that no portion of such Work Product violates or is protected by patent, copyright, trade secret, or other intellectual property or other rights of VENDOR., or any third party. For purposes of this Section, Work Product shall not include materials supplied by CLIENT.

In addition to the indemnity described, if an infringement claim threatens CLIENT's continued use of any Work Product completed by VENDOR., under this Agreement, VENDOR., shall in the following order and at no cost to CLIENT or the Client: (i) obtain the right for CLIENT and the Client to continue use of such Work Product, (ii) repair or modify the Work Product so it is both non-infringing and functionally and operationally equivalent to the Work Product initially delivered or (iii) provide replacement Work Product which is functionally and operationally equivalent to the Work Product initially delivered. If none of the foregoing is possible, then CLIENT shall have the immediate right to terminate this Agreement with full refund of all fees paid by CLIENT hereunder which relate to such Work Product.

(c) **Necessary Employee Contracts.** VENDOR represents and warrants that it has or will obtain appropriate agreements with its employees, consultants and others, including any permitted Vendors, whose services it may require, sufficient to enable full compliance with all the provisions of this Agreement.

**(d) Conformity of Work Product.** VENDOR represents and warrants that for a period of one (1) year after VENDOR delivers Work Product to CLIENT, such Work Product shall conform to the specifications in this Agreement and the applicable Work Order. In the event that the Work Product does not conform to such specifications, VENDOR, shall, within thirty (30) days of notice from CLIENT, without additional cost to CLIENT, restore such Work Product to conformity or prepare a plan to do so which is acceptable to CLIENT, or refund all fees paid to VENDOR under the applicable Work Order.

**9. Confidentiality.** VENDOR acknowledges that during the course of performing this Agreement and related Work Orders, it shall have access to CLIENT's trade secrets and confidential information. VENDOR., agrees that all such information shall be used only to accomplish the project and fulfill its obligations under this Agreement and any related Work Orders, and for no other purpose. VENDOR., agrees that they shall in no manner reveal or disseminate such information to any third party. VENDOR understands that such trade secrets and confidential information shall include all past, present and/or future plans, provisions, designs, forms, formats, procedures, methods and other information relating to CLIENT's technology, technical data, products, patents, copyrights, research and development programs, legal and marketing data and other technical and business information. Confidential information and trade secrets do not include: (i) information already known to VENDOR on the date of this Agreement and was obtained without any breach of confidentiality of other parties; (ii) information which is or becomes part of the public domain through no fault of VENDOR; and (iii) information which is known or able to be ascertained by a non-party of ordinary skill in computer design and programming.

Upon termination of this Agreement or Work Order, or upon request of CLIENT, VENDOR shall return to CLIENT all records, notes, data, memoranda, models, and equipment of any nature that are in VENDOR's control and that are CLIENT's property or relate to CLIENT's business.

**10. Non-Competition and Non-Solicitation.** This Section shall be effective during the term of this Agreement and any renewals thereof, and for one year after the expiration of the initial period and any renewal periods, whichever is later. In addition, VENDOR represents and warrants that it has obtained or will obtain a binding commitment from any employee who provides services under this Agreement or any related Work Order to refrain from voluntarily informing any Client of his or her employment status with VENDOR, VENDOR, additionally agrees not to provide or attempt to provide (or advise others of the opportunity to provide) directly or indirectly, any services to any such Client to which VENDOR., has been introduced, or about which VENDOR., has received information through CLIENT or through any business partner of CLIENT for which VENDOR has performed services or to which VENDOR was introduced under this Agreement.

During the term of this Agreement and for one year following its termination, VENDOR shall not offer any employment or other form of services directly or indirectly either by itself or through its affiliates to any individual employed by CLIENT's. In addition, CLIENT shall not offer any employment or other form of services directly or indirectly either by itself or through its affiliates to any of the individuals employed by VENDOR.

**12. Intellectual Property.** VENDOR., agrees that all ideas, inventions, improvements, documents, information or other data generated or developed while rendering services pursuant to this Agreement and related Work Orders, including but not limited to any and all source and object code, applicable documentation, information, data, models, equations, studies, calculations, solutions, reports, drawings, process flows, modifications and/or adaptations of existing software and inventions developed or reduced to practice by VENDOR., while providing such services (hereinafter 'Work Product'), shall be the sole and exclusive property of CLIENT and may be used by CLIENT for any purpose whatsoever without VENDOR., consent, and without obligation of any further compensation to VENDOR., and shall be delivered by VENDOR., to CLIENT. Consultant shall not

use any portion of the Work Product in any projects for any third party.

To the extent permitted by law, any Work Product created as a result of this Agreement will constitute "works made for hire," and the ownership of such Work Product will vest in CLIENT at the time it is created. To the extent such Work Product does not constitute "works made for hire" under applicable law, Consultant and VENDOR hereby assign and transfer to CLIENT all right, title and interest that VENDOR, and or Consultant, may now or hereafter have in that Work Product, subject to the limitations set forth below. VENDOR shall promptly disclose to CLIENT all such Work Product. VENDOR., shall take such action (including, but not limited to, the execution, acknowledgment, delivery and assistance in preparation of documents or the giving of testimony) as may be requested by CLIENT to evidence, transfer, vest or confirm CLIENT's right, title and interest in such Work Product.

Nothing in this Agreement shall obligate VENDOR to assign or offer to assign any of its rights in an invention for which no equipment, supplies, facilities or trade secret information of CLIENT or CLIENT's Client was used and which was developed entirely on VENDOR., own time, unless: (a) the invention relates directly to the business of CLIENT, or to CLIENT or the Client's actual or demonstrably anticipated research or development; or (b) the invention results from any work performed by VENDOR for CLIENT.

**13. Indemnification.** VENDOR shall indemnify, defend and hold harmless CLIENT and it's respective parents, affiliates, subsidiaries, directors, officers, shareholders, employees, agents and representatives from and against any and all liability claims, demands or causes of action, including reasonable attorney's fees, resulting from: (a) any act or omission by such VENDOR or its Consultants, officers, agents or employees in connection with this Agreement or related Work Order; or (b) any breach by VENDOR., of any provision, warranty or representation in this Agreement or related Work Order. In addition, VENDOR shall indemnify CLIENT from and against all liability and loss, including reasonable attorney's fees, in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to services performed under this Agreement and any related Work Order, as VENDOR, and any Consultant(s), shall not be considered and employee of CLIENT.

**14. Limitation of Liability.** In no event shall CLIENT be liable to VENDOR., for any third party claim or for any indirect, special or consequential damages, including but not limited to lost profits, in connection with or arising out of this Agreement or any related Work Order, whether or not CLIENT has been advised of the possibility of such damages. CLIENT makes no representations or guarantees, expressed or implied, regarding the total number of hours that VENDOR may work or revenue that may ultimately be derived by VENDOR as a result of this Agreement.

**15. Insurance.** VENDOR shall maintain liability insurance in favor of the Client, in amounts satisfactory to the CLIENT, to cover VENDOR indemnification responsibilities set forth above. Prior to performing work under this Agreement, VENDOR shall provide CLIENT with a Certificate of Insurance, evidencing such insurance coverage and naming CLIENT as an additional non-contributory insured, as set forth in. "Exhibit C" for General Liability, Automobile Liability, Workers Compensation and Employer Liability 1,000,000, With Umbrella liability 5,000,000.00.

**16. Other Agreements.** VENDOR., represents that its execution, delivery and performance of this Agreement shall not violate any other employment, nondisclosure, confidentiality, consulting or any other agreement to which VENDOR is a party or by which it may be bound. VENDOR shall not use, in the performance of the services hereunder, or disclose to CLIENT or its Client any confidential

or proprietary information of any other party if such use or disclosure would violate any obligation or duty that **VENDOR.**, owes to such other party. Consultant's compliance with this Section shall not prohibit, restrict or impair **VENDOR** performance of services and its other obligations and duties to **CLIENT**.

**17. Priority.** During the term of this Agreement, **VENDOR** shall allocate all reasonable and necessary resources to perform the services or a particular Work Order in an expedient manner until completion. **VENDOR** acknowledges that time is of the essence in the performance of services under this Agreement.

**18. Subcontracting by VENDOR.** **VENDOR** may subcontract specific project assignments under this Agreement only after obtaining written permission from **CLIENT**.

**19. Assignment.** Neither party may assign its rights and obligations under this Agreement nor relate any Work Order without the express written consent of the other party

**20. Severability; Governing Law; Choice of Venue.** If any term or provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such term or provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. This Agreement and any related Work Orders should be governed by the law of the State of Illinois, without regard to principles of conflicts of laws. Any legal action to interpret or enforce the terms of this Agreement or any related Work Orders shall be brought only in the Circuit Court of Kane County, Illinois.

**21. Notices.** Any notice, request or other communication made or given in connection with this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by registered or certified mail, return receipt requested, or by facsimile or by hand delivery, to those listed below at their following respective addresses or at such other address as each may specify by notice to the others:

**To VENDOR:**  
**Global Data Solutions, Inc.**  
**2735 Hartland Rd Ste 303**  
**Falls Church VA 22043**  
**Attn: Legal Department**

**To CLIENT:**  
**City of Aurora**  
**44 E Downer Pl,**  
**Aurora, IL 60507**  
**Attention: City Traffic Engineer**

**23. Waiver.** The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

**24. Entire Agreement.** This Agreement shall inure to the benefit of and shall be binding upon **CLIENT**, its successors and assigns and shall be binding upon **VENDOR**, its successor and assigns, in accordance with its terms. This Agreement shall supersede any and all existing oral or written agreements, representations, or warranties between **VENDOR** and **CLIENT**. It may not be amended

except by a written agreement signed by both parties.

**IN WITNESS WHEREOF, the parties have executed this Agreement, intending to be legally bound, as of the day and year written above.**

**Accepted by:**

**Accepted by:**

**GLOBAL DATA SOLUTIONS INC**

**CITY OF AURORA**

**By** \_\_\_\_\_

**By** \_\_\_\_\_

**Name: Nageswara Rao Morampudi**

**Name:**

**Title: President**

**Title:**

**Date:**

**Date:**