

CONSULTING AND SOLUTIONS SERVICES MASTER AGREEMENT

This CONSULTING AND SOLUTIONS SERVICES MASTER AGREEMENT (this "Agreement") is dated July 21st, 2022 (the "Effective Date") and is between BURWOOD GROUP, INC., an Illinois corporation ("Burwood") and the City of Aurora, an Illinois municipal corporation, ("Client").

RECITALS

- A. Burwood provides consulting and solutions services related to information technology.
- B. Client wishes to retain Burwood to provide consulting and solutions services upon the terms and conditions hereinafter set forth.

The parties therefore agree as follows:

1. Scope of Consultation and Standard of Conduct.

(a) *Scope of Services.* Burwood shall provide the services ("Services") to Client as set forth in one or more statements of work substantially in the form of the statement of work attached hereto as Exhibit A ("Statement of Work"). If Burwood or Client desires to change, modify or supplement the Services to be performed under a particular Statement of Work, the requesting party shall request such changes, modifications or supplemental actions pursuant to a change order, substantially in the form of the attached Exhibit B ("Change Order"). The terms and conditions of this Agreement shall apply to each Statement of Work and Change Order. Unless otherwise specified in the Statement of Work or Change Order, if there is a conflict between this Agreement and a Statement of Work or Change Order, the terms and conditions of this Agreement shall control.

(b) *Standard of Conduct.* In rendering the Services, Burwood will (i) devote such time and personnel thereto as determined by Burwood to be reasonably necessary to the timely and proper completion of the Services, (ii) determine the means and methods by which it performs the Services and (iii) perform the Services at the times and from the places as Burwood deems appropriate. Burwood reserves the right to assign, withdraw and substitute personnel to render the Services provided for herein.

(c) *Exclusivity.* During the term of this Agreement, Client shall not directly or indirectly solicit or utilize the services of any other vendor, consultant or contractor for services similar to the Services to be provided by Burwood.

2. Fees and Expenses; Payment.

(a) *Fees and Expenses.* Client shall pay Burwood the fees set forth in the applicable Statement of Work. Services will be provided on a fixed fee, time and materials basis, or combination of both, in each case as set forth in the applicable Statement of Work. Client shall reimburse Burwood for expenses incurred in the course of performing the Services as and to the extent set forth in the applicable Statement of Work. Expenses will be recorded monthly and be invoiced with invoices for Services.

(b) *Sales Taxes.* Burwood's fees do not include sales, use, excise, occupation, privilege, value-added, or similar taxes. Client shall pay, or reimburse Burwood for, the gross amount of any sales, use excise, occupation, privilege, value-added or other similar tax (other than taxes on the net income of Burwood generally) applicable to the price, sale or furnishing of any services or associated materials hereunder, or to their use by Client or Burwood.

(c) *Payment.* Burwood shall invoice Client and Client shall review, approve, and pay all approved fees, expenses and other amounts due to Burwood in connection with the Services and this Agreement in accordance with the Local Government Prompt Payment Act ("Act"). Burwood reserves the right to stop all

work until non-payment disputes are resolved. The parties shall negotiate in good faith payment of any disputed amount. To the extent any undisputed payment owed to Burwood under this Agreement is past due, Burwood reserves the right to charge interest on such overdue in the manner and to the extent provided by the Act.

3. Working Arrangement; Cooperation of Client.

(a) As a prerequisite to Burwood's delivery of Services, the Client shall (i) ensure that all assumptions stated in this Agreement are accurate; (ii) provide Burwood with reliable, accurate and complete information and materials of Client (collectively, "Client Materials") as required by this Agreement; (iii) make timely decisions and obtain all such approvals, licenses and consents required for the consummation of the transactions contemplated by this Agreement; (iv) furnish Burwood personnel with a suitable office environment and adequate resources and supplies, as needed; and (v) cause all levels of Client's personnel to cooperate fully and timely with Burwood. All Client Materials will remain the property of Client. Client is solely responsible for the integrity of Client Materials and for maintaining backup copies of Client Materials.

(b) Burwood shall be entitled to rely on all Client decisions and approvals made independently of this Agreement or prior to its execution by the parties. Nothing in this Agreement shall require Burwood to evaluate, advise on, modify, confirm, or reject such decisions and approvals, except as expressly agreed to in this Agreement.

4. Intellectual Property Rights.

(a) As used in this Agreement, the term "Deliverables" means work product that is both: (i) originally created by Burwood solely and exclusively for Client pursuant to the Services; and, (ii) specifically identified in the applicable Statement of Work as a tangible deliverable to be provided by Burwood to Client as part of the Services. Notwithstanding anything to the contrary herein or in a Statement of Work, and for the avoidance of doubt, the parties acknowledge and agree that the term Deliverables shall not include any: (A) tools, materials, information, data, documents, proprietary rights, notes, inventions, ideas, processes, algorithms, formulae, methods, techniques, designs, developments, creations, software, know-how, concepts, technology, trade secrets, pre-existing works of authorship, trademarks of Burwood utilized to perform the Services and/or to create the Deliverables, whether or not embodied in and/or by the Deliverables; or, (B) generic programming codes and segments, programming techniques commonly employed by programmers, HTML code, CGI and/or Perl scripts, JavaScript code and Java code or applets, reusable objects, routines, algorithms, formulae, and templates that: (I) are provided by Burwood, are applicable to a variety of projects and do not embody Confidential Information of Client, or (II) that Burwood owned or licensed prior to their use in development of a Deliverable, whether or not embodied in and/or by the Deliverables (collectively, the foregoing (A) through (B), the "Burwood Tools"). Nothing in this Agreement or in any Statement of Work shall be deemed to prohibit Burwood from creating materials (including without limitation software), on its own behalf or on behalf of other customers or third parties, that may be similar or related to the Deliverables, and Client expressly acknowledges and agrees that Client shall have no right, title or interest in or to such materials.

(b) Client agrees that, as between Client and Burwood, Burwood shall exclusively own the Burwood Tools (including all improvements, modifications and derivative works thereto and/or thereof, whether or not created pursuant to the Services and whether or not created solely by Burwood or jointly by Burwood and Client) and all intellectual property and proprietary rights therein and thereto (collectively, the "Burwood IP"). To the extent that, by law, any Burwood IP vests or may vest initially in Client, Client hereby irrevocably assigns and agrees to irrevocably assign to Burwood all Burwood IP. To the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint Client has in the Burwood IP, Client hereby irrevocably waives those rights as to Burwood.

(c) Burwood agrees that, as between Client and Burwood, except as provided otherwise in this Section, Client shall exclusively own the Deliverables and all intellectual property and proprietary rights in and to the Deliverables (collectively, the "Client IP"), upon Client's payment of all fees owed to Burwood under this Agreement and the applicable Statement of Work. To the extent that, by law, any Client IP vests or may vest

initially in Burwood, upon Client's payment of all fees owed to Burwood under this Agreement and the applicable Statement of Work, Burwood hereby irrevocably assigns and agrees to irrevocably assign to Client all Client IP. To the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint Burwood has in the Client IP, Burwood hereby irrevocably waives those rights as to Client. Notwithstanding anything to the contrary in this Agreement or in a Statement of Work, Burwood may retain copies of all Deliverables (in electronic or printed form) for archival purposes.

(d) To the extent any Burwood Tools are reproduced in the Deliverables, upon Client's payment of all fees owed to Burwood under this Agreement and the applicable Statement of Work, Burwood hereby grants to Client a non-exclusive, worldwide, irrevocable, perpetual, fully-paid up, royalty-free, non-sublicensable and non-transferable license to use, reproduce, distribute and display such Burwood Tools solely as reproduced in the Deliverables and solely in connection with Client's use of the Deliverables for their intended purpose. For avoidance of doubt, Client acknowledges and agrees that: (i) nothing in this Agreement or in any Statement of Work shall give Client any right or license to use, reproduce, distribute or display any Burwood Tools separate and apart from their reproduction in the Deliverables; (ii) Client shall have no right or license of any type with respect to Burwood Tools utilized to perform the Services and/or to create the Deliverables that are not reproduced in the Deliverables; (iii) Client shall not utilize any Burwood Tools (or derivative works thereof) independent of the applicable Deliverable; (iv) Client shall not remove any copyright notices, trademarks or other identifying marks or indicia from the Burwood Tools, and will reproduce all such indicia on each copy of a Burwood Tool, and (v) Client shall treat all Burwood Tools as Confidential Information of Burwood under the terms of this Agreement.

(e) Excluding the equipment and software provided by Burwood, if any, Client will be responsible for contracting directly with its own vendors to supply any necessary third party equipment and software to perform the Services and utilize the Deliverables. Client will make vendor-specific information available to Burwood to facilitate technical support issues. If Burwood plans to incorporate third party equipment or software into the Deliverables, Burwood will notify Client and Client may either obtain such products or instruct Burwood to obtain the same on behalf of Client at Client's sole expense.

(f) Burwood is not the manufacturer of and cannot modify third party equipment or software to correct defects or inter-operability issues. If third party equipment or software purchased by Client is faulty, Burwood may work on Client's behalf, at Burwood's then-normal hourly rates, in an attempt to help Client resolve those faults. Burwood is not responsible for, and makes no representation or warranty and will have no liability of any kind with respect to, any third party equipment, software, products or services. Client's only rights and remedies with respect to the above are against the third party vendor and not against Burwood. Burwood and Client expressly acknowledge that the terms contained in this Agreement shall not operate to supersede, terminate or otherwise affect any more restrictive covenants, agreements or other terms now existing or hereafter arising under any agreement between any of Burwood, Client and any such third party vendor.

(g) Client hereby grants to Burwood a non-exclusive, worldwide, irrevocable, perpetual, fully-paid up, royalty-free, sublicensable and transferable license to use, modify, reproduce, distribute, create derivative works of, publicly perform, and publicly display the Client Materials as necessary to perform the Services and create the Deliverables as provided in this Agreement and in any Statement of Work. Client represents, warrants and covenants to Burwood that Client owns or has validly licensed all of the Client Materials, and Burwood's use of Client Materials will not infringe, violate and/or misappropriate any third party copyright, trademark, trade secret, patent or other intellectual property or proprietary right, or conflict with or constitute a violation or breach of any contract under which Client is bound or any judgment, law, rule, or governmental regulation applicable to Client.

5. Confidential Information.

(a) "Confidential Information" means all non-public oral, written and electronic information, data, materials, etc. regarding or relating to a party, its business, its customers, its employees, its agency force and its subsidiaries and affiliates furnished by the disclosing party to the receiving party or accessed by the receiving

party in connection with the Services whether furnished before or after the Effective Date. The disclosing party is referred to as the “Owner” of the information, and the receiving party is referred to as the “Recipient.” Confidential Information includes, but is not limited to, information relating to the Owner’s business opportunities, business practices, financial plans, financial projections, customers, suppliers, business partners, strategic alliances, marketing, personnel, agents, salaries, operations, business plans, strategies, costs, sales, income, profit, profitability, pricing, ideas, know-how, designs, developments, creations, inventions, works, trade secrets, demonstrations, programs, software, codes, routines, computer systems, data (whether technical or otherwise), formulae, analyses (including market analysis), methods, processes, techniques, drawings, sketches, prototypes, samples, products, equipment, machines, research and development. All notes, memoranda, analyses, compilations, studies and other documents, whether prepared by Owner, Recipient or others, to the extent they contain or otherwise reflect Confidential Information furnished in connection with the Services will also be Confidential Information. Confidential Information does not include public records as that term is defined by the Illinois Freedom of Information Act (5 ILCS 140/1); or information which (i) is generally known to the public other than as a result of disclosure by Recipient in violation of the terms thereof; (ii) was known by the Recipient at the time of disclosure of the information by the Owner, and did not become known from a source who, to the best of Recipient’s knowledge, was legally bound to the Owner to maintain the confidentiality of the information; (iii) was or becomes available to the Recipient from a source other than the Owner if, to the best of Recipient’s knowledge, that source was not legally bound to the Owner to maintain the confidentiality of the information; or (iv) independently developed by Recipient without reference to the Confidential Information.

(b) The parties acknowledge that either party has received and/or will receive or has had access to and/or will have access to Confidential Information of the other party. Each Recipient, its directors, officers, employees, representatives, agents, contractors and advisors, agrees to treat all Confidential Information as confidential by, among other things, maintaining a secure system for the handling of Confidential Information and exercising at least that degree of care that a party exercises with respect to maintaining the confidentiality of its own proprietary or confidential information that it desires not to be disclosed to a third party, but in no event less than a commercially reasonable degree of care.

(c) Recipient agrees to keep the Confidential Information confidential, and will not, without prior written consent of Owner, (i) use, for itself or on behalf of any other person, any portion of the Confidential Information for any purpose other than the performance and delivery of the Services; or (ii) disclose any portion of the Confidential Information to any person, other than to its Representatives who have a need to know in connection with the Services and as set forth in this Agreement. The term “Representative” will include, but not be limited to, any person, employee, contractor, consultants, shareholder, director, officer, agent, professional adviser, corporation, partnership, individual or any other entity affiliated or associated with Recipient. Recipient will inform those Representatives to whom Confidential Information is disclosed of the confidential nature of the Confidential Information, and will direct them to comply with this Agreement as if they were parties to it. Recipient agrees to notify the Owner in writing of any misuse or misappropriation of such Confidential Information of the Owner, which may come to its attention.

(d) Upon termination of this Agreement, Recipient will, and will cause its Representatives to, promptly upon the written request of Owner, deliver to Owner all documents or other materials furnished by the Owner to Recipient constituting Confidential Information, without retaining any copies of them. Recipient will then destroy all other documents or matters constituting Confidential Information (including all electronic images of Confidential Information), and will confirm in writing that all Confidential Information has been returned or destroyed. The obligations of confidentiality and agreements contained in this Agreement will survive any return or destruction of material.

(e) In the event Recipient is directed by valid court order or other judicial or administrative process or is otherwise required by law, including, but not limited to, the Freedom of Information Act, to disclose any Confidential Information of the Owner, the Recipient agrees to provide the Owner with prompt notice of such order or process, if not legally prohibited from doing so, so that the Owner may seek a protective order or other remedy.

(f) The Parties agree to comply with any and all applicable federal and state laws and regulations pertaining to the safeguarding and privacy of Confidential Information. If the Parties have entered into a confidentiality or non-disclosure agreement prior to the Effective Date ("Existing NDA"), then the terms of the Existing NDA shall continue and take precedence over the terms of this Section for the duration of the Existing NDA, after which time the terms of this Section, to the extent applicable, will remain in effect.

6. Term; Termination.

(a) This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work, unless sooner terminated pursuant to the following paragraph (b).

(b) Either party may terminate the whole or any part of this Agreement or any Statement or Work or Change Order, by written notice of default to the other party, if the other party fails to comply with any of the material terms and conditions of this Agreement. Such termination shall become effective if the defaulting party does not cure such failure within a period of 30 days (or such other time period mutually agreed upon in writing by Burwood and Client) after written notice of default by the other party. Burwood may also terminate this Agreement immediately upon notice to Client if Client fails to make a payment when due. Either party may terminate this Agreement immediately if the other party is declared insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a receiver is appointed or any proceeding is demanded by, for, or against the other under any provision of the bankruptcy laws of the United States. Client must pay for all undisputed Services performed by Burwood up to and including the date of termination. The provisions of Sections 2, 4, 5, 7(b), 9 through 11 shall survive the termination of this Agreement.

7. Limited Warranty; Disclaimer.

(a) Burwood warrants that the Services will be performed with reasonable care in a diligent and competent manner in accordance with accepted industry standards applicable to Burwood.

(b) THE ABOVE IS BURWOOD'S ONLY REPRESENTATION AND WARRANTY TO CLIENT, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, EACH OF WHICH BURWOOD HEREBY EXPRESSLY DISCLAIMS.

8. Variances; Client Changes. Burwood will not be responsible for any delays or unforeseen circumstances that are not solely in its control (e.g., actions or non-actions by Client that effect Burwood's effort), including without limitation, delays due to receipt of data or content from or on behalf of Client; delays in decisions related to Burwood's efforts; problems with software; delays due to changes to Client's systems, network environment, platforms, or operations. If such issues are discovered during the course of performing the Services, Burwood will bring these to Client's attention and, where possible, will recommend and assist Client with resolving impact to the delivery of the Services that is caused by such issues. These additional services will be considered outside the scope of the Services and all costs will be subject to Client's approval before any work commences.

9. Employees. Beginning on the Effective Date and ending 12 months after the date that Burwood last provides Services to Client under this Agreement, Client shall not, without Burwood's prior written consent, directly or indirectly hire, solicit or offer employment to Burwood's employees or independent contractors who (i) are directly engaged in any efforts under this Agreement or (ii) have had meaningful, direct contact with Client; except that, the above does not apply to general solicitations for employment made to the public. In the event Client breaches this provision, Client shall pay Burwood an amount equal to one (1) year base salary or fee, as applicable, for each employee or independent contractor hired by Client.

10. Indemnification.

(a) *Client.* [Intentionally Deleted].

(b) *Burwood.* Subject to Section 11 below, as applicable, Burwood shall indemnify, defend and hold harmless Client and Client's affiliates, shareholders, members, directors, officers, employees, agents, successors and assigns (each, a "Client Indemnitee") from and against all claims of non-affiliated third parties, and shall pay all direct damages, losses, liabilities, costs and expenses, including attorneys' fees, incurred by each Client Indemnitee with respect to such third party claims, arising out of or relating to (i) bodily injury or tangible property damage to the extent directly suffered or caused by any negligent act or failure to act of Burwood, its subcontractors or any of their employees, personnel or agents while performing Services; (ii) Burwood's gross negligence or willful misconduct; or (iii) any claims of infringement or other violations of intellectual property rights (an "IP Claim") based upon the Deliverables or the Burwood IP ("Burwood Works"). Burwood will have no obligation to indemnify, defend or hold Client harmless with respect to any claims that are based on combination, operation or use of the Burwood product or service with non-Burwood products or services if such claim of infringement could have been avoided had such combination, operation or use not occurred, or use of the product or service for a purpose or in a manner for which the product or service was not designed. The provisions of this Section will constitute the entire liability of Burwood with respect to a copyright, trademark, trade dress, trade secret or patent infringement claim or suit. Neither by insurance nor by indemnification does the Client waive any privileges or immunity which may be available to it at law.

11. Indemnification Procedures; Limitation of Liability.

(a) *General Claims.* If any claim or other matter (each, a "Claim") contemplated by Section 10 above, other than an IP Claim, is threatened or commenced against a Client Indemnitee (an "Indemnitee"), then in each such case, Indemnitee shall deliver prompt written notice thereof to the other party ("Indemnitor"). After receipt of such notice, if Indemnitor acknowledges in writing to Indemnitee that the right of indemnification under this Agreement applies with respect to such Claim, then Indemnitor shall be entitled, if it so elects in a written notice delivered to Indemnitee not fewer than 10 calendar days prior to the date on which a response to such Claim is due, to take control of the defense and investigation of such Claim and to employ and engage attorneys of its sole choice to handle and defend same, at Indemnitor's expense. Indemnitee shall cooperate in all reasonable respects with Indemnitor and its attorneys in the investigation, trial, and defense of such Claim and any appeal arising therefrom; except, that Indemnitee may, at its own expense, participate, through its attorneys or otherwise, in such investigation, trial, and defense of such Claim and any appeal arising therefrom. No settlement of a Claim that involves a remedy other than the payment of money by Indemnitor shall be entered into without the consent of Indemnitee, which consent will not be unreasonably withheld or delayed. The Indemnified Party will not settle or compromise a Claim or consent to the entry of judgment without the prior written consent of the Indemnifying Party. After notice by Indemnitor of its election to assume full control of the defense of any such Claim, Indemnitee shall not be liable to Indemnitor for any legal expenses incurred thereafter by Indemnitor in connection with the defense of that Claim. If Indemnitor does not assume full control over the defense of a Claim subject to such defense as provided in this Section, Indemnitor may participate in such defense, at its expense, and the Indemnitee shall have the right to defend the Claim in such manner as it may deem appropriate, at the expense of Indemnitor. For purposes of this paragraph, each of Client and Burwood shall be obligated to cause their respective Indemnitees to comply with the foregoing.

(b) *IP Claims.* Client shall notify Burwood in writing of any actual or threatened IP Claim against Client or any Client Indemnitee. Burwood shall have full authority and discretion to defend against such IP Claim as Burwood determines in its sole discretion, and Client shall take commercially reasonable measures to cooperate in such defense. Burwood will have no liability or obligation in connection with any IP Claim under this Section (i) to the extent that Client specified the form, content or functionality of the applicable Burwood Works, (ii) if the IP Claim is not, nor could have been, asserted based on the applicable Burwood Works as such existed at the time of delivery to Client by Burwood, (iii) to the extent such IP Claim is caused by Client's modification of the applicable Burwood Works or Client's unauthorized use of the applicable Burwood Works, or (iv) if the IP claim is caused by Client's negligence or breach of this Agreement. With regard to any IP Claim

under this Section, Burwood shall have the right, in its sole discretion, to do any of the following: (x) obtain the right for Client to use such infringing Burwood Works, (y) replace the infringing Burwood Works such that the replacement shall have equal or greater functionality, quality, and performance specifications, or (z) modify each and every infringing Burwood Work so that it no longer is infringing. In the event that none of the foregoing options is commercially feasible, Burwood shall require Client to return the infringing Burwood Works and reimburse Client for the price paid for such infringing Burwood Works, and the Client shall have the right to terminate the applicable Statement of Work relating thereto, in its sole discretion. The foregoing shall be the Client's sole and exclusive remedy.

For purposes of this Section, the term "Client" includes any and all Client Indemnitee and Client shall be obligated to cause all such Client Indemnitee to comply with the foregoing.

(c) *Limitation on Indemnification; Duty to Mitigate.* Burwood's obligations and liability under this Section shall be limited to the extent such is covered by insurance. Any claim or action against Burwood must be brought within the applicable limitations period. Each party shall have a duty to mitigate damages incurred by each such party for which the other party is or may be responsible.

(d) *Limitation of Liability; Exclusion of Non-Direct Damages.*

(i) EXCEPT AS STATED IN THE FOLLOWING SENTENCE, BURWOOD'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING EACH STATEMENT OF WORK AND CHANGE ORDER) OR ITS SUBJECT MATTER, WILL BE LIMITED TO AND SHALL NOT EXCEED THREE TIMES THE AMOUNT BURWOOD HAS ACTUALLY RECEIVED FROM CLIENT UNDER THE APPLICABLE STATEMENT OF WORK. THE LIMITATIONS STATED IN THE PRECEDING SENTENCE DO NOT APPLY TO BURWOOD'S GROSS NEGLIGENCE OR MALICIOUS MISCONDUCT.

(ii) IN NO EVENT SHALL BURWOOD BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST OR ANTICIPATED REVENUE, PROFITS OR LOSS OR USE OF DATA OR INFORMATION OF ANY KIND) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING EACH STATEMENT OF WORK AND CHANGE ORDER) OR ITS SUBJECT MATTER, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, EQUITY, TORT (INCLUDING ANY FORM OF NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, AND WHETHER OR NOT BURWOOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THESE LIMITATIONS SHALL APPLY DESPITE ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. General Provisions.

(a) Entire Agreement; Amendments. This Agreement (which includes each Statement of Work and Change Order), and, if applicable, the Existing NDA, supersedes any and all prior agreements and constitutes the final agreement between the parties. All other communications, negotiations and agreements between the parties on the matters contained in this Agreement are merged into and superseded by this Agreement. This Agreement may be amended, modified or supplemented only in writing as agreed to and signed by authorized representatives of Burwood and Client.

(b) *Injunctive Relief.*

(c) *Attorneys' Fees.*

(d) Force Majeure. Except for the Client's payment obligations, neither party will be held responsible or incur any liability for any delay or failure in performance of any part of this Agreement or any part of an Order or Statement of Work to the extent that such delay or failure results from causes beyond its control,

including but not limited to fire, flood, explosion, act of terrorism, war, labor dispute, strikes, lockouts, riots, embargo, government order or requirement, civil or military authority, natural disasters, epidemic, general internet or communication line failures, power surges or failures or other similar types of situations or acts of God delays or errors in the mail or changes of laws or regulations.

(e) No Waiver. No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party, nor shall any waiver of its rights operate as a waiver of any subsequent breach.

(f) Severability. In the event any term, provision or covenant contained in this Agreement shall be adjudicated by a court to be partially or totally invalid or unenforceable because of the duration in time or because of the scope of activities or information prohibited, or for any other reason, such term, provision or covenant shall be reformed to the minimum extent necessary to render it valid and enforceable. If a court refuses to so modify any such term, provision or covenant, such term, provision or covenant shall be eliminated from this Agreement but each of the remaining terms, provisions and covenants shall remain in full force and effect. The terms, provisions and covenants contained in this Agreement are deemed separate and severable.

(g) Governing Law. This Agreement shall be governed and construed under the laws of the State of Illinois without regard to its choice of laws rules. All disputes concerning this Agreement shall lay within the jurisdiction of courts sitting in Kane County, Illinois. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL, OR THAT IT HAD THE ABILITY TO SO CONSULT, BUT MADE AN INFORMED DECISION NOT TO DO SO..

(h) Headings. The descriptive headings of this Agreement are intended for reference only and shall not affect the construction or interpretation of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Such counterparts shall together constitute one and the same document. Signatures transmitted by facsimile shall be considered authentic and legally binding.

(j) Third-Party Beneficiary. This Agreement is made solely between Burwood and Client, and is solely for their benefit. There is no intent to create third party beneficiary status in any other person and no third party shall have any rights to enforce any provision hereof.

(k) Assignment. Client may not assign this agreement without the prior written consent of Burwood. Burwood may assign its rights and delegate its obligations hereunder to an affiliate of Burwood or in the event of a merger, combination, sale of all or substantially all of Burwood's assets or other change in control transaction.

(l) Notices. All notices which are required to be given hereunder shall be in writing and delivered to the address of the recipient set forth below its signature hereto or such other address as the recipient may designate by notice given in accordance with the provisions of this Section. Any such notice shall be delivered by hand, certified first class mail return receipt requested, postage prepaid U.S. mail, or by a reputable overnight carrier (*i.e.* FedEx), and shall be deemed to have been served on the date delivered by hand or three days after mailing.

(m) Independent Contractors. The parties are and shall remain independent contractors, contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing herein shall constitute either party as the partner, agent or legal representative of the other, for any purpose whatsoever.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of Effective Date.

BURWOOD:

BURWOOD GROUP, INC.

DocuSigned by:

By: Pamela Higdon 7/22/2022
Name: Pamela Higdon
Title: CFO

Address:
125 S. Wacker Drive
Suite 2950
Chicago, IL 60606

CLIENT:

CITY OF AURORA, ILLINOIS

By: Jolene Coulter
Name: Jolene Coulter
Title: Director of Purchasing

Address:
44 E Downer Place
Aurora, IL 60505

EXHIBIT A

STATEMENT OF WORK NO. _____
TO
CONSULTING AND SOLUTIONS SERVICES MASTER AGREEMENT

THIS STATEMENT OF WORK NO. _____ (this "Statement of Work") is dated _____, 20__, and is attached to and made a part of that certain Consulting and Solutions Services Master Agreement dated _____, 20__ (the "Master Agreement"), between BURWOOD GROUP, INC., an Illinois corporation ("Burwood"), and _____, a _____ ("Client"). All capitalized terms used but not defined in this Statement of Work have the meanings given to them in the Master Agreement.

The parties hereby agree as follows:

1. Description of Services.
2. Location and Estimated Timetable for Services.
3. Deliverables to be furnished by Burwood's personnel.
4. Fees and Reimbursable Expenses.
5. Client Address.
6. Miscellaneous.

(a) Capitalized terms used but not defined in this Statement of Work have the meanings given to them in the Master Agreement. If any terms of this Statement of Work are inconsistent with the terms of the Master Agreement, the terms of the Master Agreement shall control.

(b) This Statement of Work may be executed in counterparts. Signatures transmitted by facsimile or electronically will be considered authentic and binding.

AGREED AND ACCEPTED:

BURWOOD:

BURWOOD GROUP, INC.

By: _____

Name:

Title:

Address:

CLIENT:

[NAME]

By: _____

Name:

Title:

Address:

44 E Downer Place
Aurora, IL 60505

EXHIBIT B

CHANGE ORDER NO. _____
 TO STATEMENT OF WORK NO. _____

THIS CHANGE ORDER ("Change Order") is dated the _____ day of _____, 20____ and is attached to and made a part of that certain Consulting and Solutions Services Master Agreement dated _____, 20____ (the "Master Agreement") by and between BURWOOD GROUP, INC., an Illinois corporation ("Burwood") and _____, a _____ ("Client").

The parties hereby agree as follows:

7. Modification to Statement of Work. Statement of Work No. _____, dated _____, 20____ (the "Statement of Work") is hereby modified and amended as follows:

8. Miscellaneous.

(a) Capitalized terms used but not defined in this Change Order have the meanings given to them in the Master Agreement. Except as modified by this Changer Order, the terms of the Statement of Work remain in full force and effect. Nothing in this Change Order shall be construed to modify or alter the terms of the Master Agreement, which shall continue in full force and effect and shall control in the event of any conflict with the terms of this Change Order.

(b) This Change Order may be executed in counterparts. Signatures transmitted by facsimile or electronically will be considered authentic and binding.

AGREED AND ACCEPTED:

BURWOOD:

BURWOOD GROUP, INC.

By: _____

Name:

Title:

Address:

CLIENT:

[NAME]

By: _____

Name:

Title:

Address:

