

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (“MSA”) is entered into this ____ day of _____, 2021 (the “**Effective Date**”), between **the City of Aurora, Illinois** (hereinafter the “**City**”); and Scientel Solutions, LLC having a business address of 2021 N. Eola Road Aurora, IL 60502 (hereinafter the “**Scientel**”). The City and Scientel are collectively referred to herein as the “**Parties**” and individually as “**Party**”.

RECITALS

WHEREAS, the City is interested in retaining Scientel to provide certain managed services to provide technology services in the areas of Networking, Security, Maintenance, Support and Network Operation Services.

WHEREAS, Scientel is in the business of engineering, furnishing, installing and maintaining communications networks and other solutions.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the City and Scientel agree as follows:

1. DESCRIPTION OF SERVICES.

Scientel shall provide the Services, and the City shall purchase and may utilize the Services, per the terms and conditions of this MSA. “Service” shall mean those services described in Statements of Work, which are incorporated by reference herein.

Statements of Work will be effective only when signed by the City and Scientel. Each Statement of Work shall include the following information, if applicable: (a) a detailed description of the Services to be performed pursuant to the Statement of Work; (b) the date upon which the Services will commence and the term of such Statement of Work; (c) the fees to be paid to Scientel under the Statement of Work; and (d) any other terms and conditions agreed upon by the Parties in connection with the Services to be performed pursuant to such Statement of Work. Any modifications or changes to the Services under any executed Statements of Work will be effective only if and when memorialized in a mutually agreed written change order (“**Change Order**”) signed by both Parties.

2. SCIENTEL OBLIGATIONS

a. Scientel shall, before the date on which the Services are to start, obtain, and at all times during the Term of this MSA maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services.

b. Scientel shall comply with, and ensure that its personnel comply with, all rules, regulations and policies of the City that are communicated to Scientel in writing, including security procedures concerning systems and data and remote access thereto, building security procedures and general health and safety practices and procedures.

c. Scientel may use third party service providers or vendors to provide Services to the City under this MSA, provided that Scientel shall remain fully responsible for the performance of each such subcontractor and its employees and for their compliance with all of the terms and conditions of this MSA as if they were Scientel's own employees. Nothing contained in this MSA shall create any contractual relationship between the City and any Scientel subcontractor or supplier.

3. THE CITY OBLIGATIONS.

a. The City shall cooperate with Scientel in all matters relating to the Services and provide such access to the City's premises, and such office accommodation and other facilities as may reasonably be requested by Scientel, for the purposes of performing the Services.

b. The City shall respond promptly to any Scientel request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Scientel to perform Services in accordance with the requirements of this MSA and provide Customer Materials and other information as Scientel may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects.

c. The City shall obtain and maintain all necessary licenses and consents and comply with all applicable law in relation to the Services, the use of Customer Materials and the use of any equipment or other materials to the extent that such licenses, consents and law relate to the City's business, premises, staff and equipment, in all cases before the date on which the Services are to start.

d. The City shall comply with, and ensure that its personnel comply with, all rules, regulations and policies of Scientel that are communicated to the City in writing, including security procedures concerning systems and data and remote access thereto, building security procedures and general health and safety practices and procedures when using Scientel's facilities, equipment or other property in connection with the Services.

4. FEES.

a. In consideration of the provision of the Services by Scientel and the rights granted to the City under this MSA, the City shall pay the fees set out in the applicable Statement of Work/attached as Appendix A as such statements may be added or amended from time to time. Unless otherwise provided in the applicable Statement of Work, Scientel will invoice the City for said fees in accordance with the Statement of Work and said fees will be payable in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*). For Services provided on a time and materials basis, Scientel may increase its standard fee rates specified in the applicable Statement of Work upon written notice to the City; provided that such increases with respect to time shall be limited to the 10% annually and with respect to materials such increases shall be equal to the pass through increased costs, plus the applicable margin set out in the related SOW. In any event, Scientel shall provide the City written notice of such increase at least ninety (90) days prior to the effective date of such increase. Unless otherwise provided in the applicable Statement of Work, the City shall reimburse Scientel for any reasonable, documented, out-of-pocket expense incurred in accordance with the Statement of Work, within thirty (30) days of receipt by the City of an invoice from Scientel.

b. The City shall also be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by the City hereunder; provided, that, in no event shall the City pay or be responsible for any taxes imposed on, or regarding, Scientel's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. LIMITED WARRANTY AND LIMITATION OF LIABILITY.

a. Scientel warrants that it shall perform the Services in accordance with the terms and subject to the conditions set out in the respective Statement of Work and this MSA, using personnel of industry standard skill, experience, and qualifications, in a workmanlike, and professional manner in accordance with generally recognized industry standards for similar services and all applicable laws.

b. Scientel shall use commercially reasonable efforts to cure any breach of the warranties in **Section 5(a)** within thirty (30) days after receipt of the City's written notice of such breach, and if not cured within such period, the City may, at its option, terminate the applicable Statement of Work by providing written notice of termination to Scientel. This **Section 5(b)** constitutes Scientel's sole and exclusive liability and the City's sole and exclusive remedy for breach of the warranties set forth in **Section 5(a)**.

c. SCIENTEL MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5(a), ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. INTELLECTUAL PROPERTY RIGHTS.

a. As between Scientel and the City, Scientel is, and shall remain, the sole and exclusive owner of all right, title and interest in and to all documents, data, know-how, methodologies, software, specifications and other materials provided by or used by Scientel in connection with performing the Services (the "**Provider Materials**"). The City and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to all documents, data, know-how, methodologies, software, specifications and other materials provided by the City to Scientel (the "**Customer Materials**", including all Intellectual Property Rights therein). Scientel shall have no right or license to use any Customer Materials except solely during the Term of this MSA to the extent necessary to provide the Services to the City. All other rights in and to the Customer Materials are expressly reserved by the City. "**Intellectual Property Rights**" means all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights.

b. All Intellectual Property Rights in and to all documents, work product and other materials that are delivered to the City under this MSA or prepared by or on behalf of the Scientel in the course of performing the Services (collectively, the "**Deliverables**") except for any Customer Materials shall be owned by Scientel, except as otherwise expressly specified in the Statement of Work.

c. Scientel hereby grants the City a limited, fully paid-up, royalty-free, non-transferable (except in accordance with this MSA), sublicenseable, non-exclusive worldwide license during the Term to use all Intellectual Property Rights in the Deliverables to the extent necessary to enable the City to make reasonable use of the Services for the purposes set forth in the Statement of Work.

d. Nothing in this MSA shall be construed as a grant of any right or license under any copyrights, inventions or patents now or later owned or controlled by either Party, and nothing in this MSA shall be construed as granting any right, title or interest in the other Party's trademarks, trade names, service marks or other intellectual property rights. The Parties agree not to use the trademarks, trade names, or service marks of the other party without prior written permission.

7. CONFIDENTIALITY.

a. From time to time during the Term of this MSA, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”), non-public, proprietary, and confidential information of Disclosing Party (“**Confidential Information**”); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; (d) was or is independently developed by Receiving Party without using any Confidential Information; or (e) constitutes a “public record” as defined by the Illinois Freedom of Information Act (5 ILCS 140/1, *et. seq.*). The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this MSA; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this MSA.

b. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, agents and representatives.

8. TERM, TERMINATION, AND SURVIVAL.

a. This MSA shall commence on the Effective Date and shall continue for an initial term (“**Term**”) of sixty (60) months, unless terminated by either Party pursuant to this MSA. The Term shall automatically renew for twelve month successive renewal Terms unless either Party provides written notice of its intent not to renew at least ninety (90) days before the expiration of the then current Term, provided, however, that the term of each specific Service (if different than above) shall be set forth in the applicable Statement of Work, but in any event the terms of this MSA shall at all times govern the provision of Services by Scientel.

b. Either Party may terminate this MSA, effective upon written notice to the other Party (the “**Defaulting Party**”) if the Defaulting Party:

i. Breaches this MSA, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

ii. Becomes insolvent or admits its inability to pay its debts generally as they become due.

iii. Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing.

iv. Is dissolved or liquidated or takes any corporate action for such purpose.

v. Makes a general assignment for the benefit of creditors.

vi. Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

c. In addition to any other rights it has, Scientel may immediately suspend the delivery of Services and/or terminate this MSA in the event that the City (i) fails to make payment for Service when due, and fails to remedy such non-payment within ten (10) business days after receipt of written notice thereof from Scientel. Scientel may discontinue the furnishing of any and/or all Service(s) to the City, without incurring any liability, immediately and without notice if Scientel deems, in its reasonable judgment, that such action is necessary to prevent or to protect its personnel, agents, facilities or services.

d. The rights and obligations of the parties set forth in this **Section 8(d)** and in **Sections 4, 5, 6, 7, 9, 10, and 14 through 24** and any right or obligation of the parties in this MSA which, by its nature, should survive termination or expiration of this MSA, will survive any such termination or expiration of this MSA. Upon termination of this MSA, or any related Statements of Work, by either party for any reason, Scientel shall be paid compensation and expenses for all services or solutions rendered. Any expiration or earlier termination of the MSA, or related Statements of Work, does not release, modify or alter any of the obligations of the parties which accrued prior to such expiration of termination.

9. LIMITATION OF LIABILITY.

a. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS MSA, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SCIENTEL PURSUANT TO THIS MSA IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS **SECTION 9(b)** SHALL NOT APPLY TO (I) A PARTY'S INDEMNIFICATION OBLIGATIONS; (II) BREACHES OF PARTY'S CONFIDENTIALITY OBLIGATIONS; (III) BREACHES OF SECTION 4 OF THIS MSA; (IV) GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT; OR (V) ANY DEATH, PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY A PARTY'S NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS.

c. EXCEPT TO THE EXTENT CAUSED BY SCIENTEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SCIENTEL WILL NOT BE LIABLE FOR ANY DAMAGES, ARISING OUT OF OR RELATING TO INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY CITY OR THIRD PARTIES, INCLUDING END USER CUSTOMERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS MSA) CAUSED BY CITY OR THIRD PARTIES, INCLUDING END USER CUSTOMERS; ANY OUTAGE OR INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CITY'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' (INCLUDING END USER CUSTOMERS) APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORKS, OR SYSTEMS.

d. SCIENTEL SHALL NOT BE LIABLE FOR LOSS OR DAMAGE OCCASIONED BY A FORCE MAJEURE EVENT AND SHALL NOT BE LIABLE TO CITY OR ITS END USER CUSTOMERS FOR ANY CLAIMS OR DAMAGES RESULTING FROM OR CAUSED BY (A) UNAUTHORIZED ACCESS TO TRANSMISSION FACILITIES OR PREMISE EQUIPMENT, OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT, OR DESTRUCTION OF DATA FILES, PROGRAMS, PROCEDURE, OR INFORMATION

THROUGH ACCIDENT, WRONGFUL MEANS OR DEVICES, OR ANY OTHER METHOD; (B) CITY'S FAULT, NEGLIGENCE OR FAILURE TO PERFORM CITY'S RESPONSIBILITIES; (C) CLAIMS AGAINST CITY BY ANY OTHER PARTY (EXCEPT FOR THIRD-PARTY CLAIMS SUBJECT TO INDEMNIFICATION UNDER THIS MSA); (D) ANY ACT OR OMISSION OF ANY OTHER PARTY, INCLUDING END USER CUSTOMERS; OR (E) EQUIPMENT OR SERVICES FURNISHED BY A THIRD PARTY, INCLUDING END USER CUSTOMERS. SCIENTEL IS NOT RESPONSIBLE FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED THROUGH THE SERVICES. CITY SHALL BE SOLELY RESPONSIBLE FOR ALL OF THE SECURITY AND CONFIDENTIALITY OF INFORMATION IT TRANSMITS USING A SERVICE. CITY SHALL BE SOLELY RESPONSIBLE FOR ALL CITY SUPPORT, PRICING AND SERVICE PLANS, BILLING AND COLLECTIONS WITH RESPECT TO ITS END USERS CUSTOMERS, INCLUDING OBTAINING ALL NECESSARY LEGAL OR REGULATORY APPROVALS TO PROVIDE OR TERMINATE THE PROVISION OF THE SERVICES TO ITS END USER CUSTOMERS. SCIENTEL EXERCISES NO CONTROL OVER, AND ACCEPTS NO RESPONSIBILITY FOR, THE CONTENT OF THE INFORMATION PASSING THROUGH ITS NETWORK, OR CITY EQUIPMENT, AND USE OF ANY SUCH SERVICE IS AT CITY'S OWN RISK.

10. INDEMNIFICATION.

a. Scientel shall defend, indemnify and hold harmless the City and its affiliates and their elected officials, officers, directors, employees, agents, successors and permitted assigns (each, "City Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification ("Losses"), arising out of or resulting from any third party claim, suit, action or proceeding (each, an "Action") arising out of or resulting from: (a) Scientel's fraud, gross negligence or willful misconduct; (b) that the Services or the Deliverables infringe any intellectual property right of a third party.; or (c) any death, personal injury or damage to real or personal property caused by Scientel's negligent acts or omissions. EXCEPT FOR SCIENTEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SCIENTEL IS NOT OBLIGATED TO INDEMNIFY THE CITY AND SHALL NOT BE LIABLE FOR ANY CLAIMS BY ANY THIRD PARTY, INCLUDING END USER CUSTOMER CLAIMS, ARISING FROM SERVICES PROVIDED BY CITY THAT INCORPORATE ANY OF THE SCIENTEL-PROVIDED SERVICES OR DELIVERABLES INCLUDING BUT NOT LIMITED TO (A) VIOLATION OF ANY APPLICABLE LAW BY END USER CUSTOMERS; (B) DAMAGE TO PROPERTY OR PERSONAL INJURY (INCLUDING DEATH) ARISING OUT OF THE ACTS OR OMISSIONS OF END USER CUSTOMERS; (C) TERMINATION OR SUSPENSION OF SERVICES OF CITY OR END USER CUSTOMERS, DUE TO AN CITY DEFAULT; OR (D) CLAIMS BY A THIRD PARTY, INCLUDING WITHOUT LIMITATION END USERS, ARISING OUT OF OR RELATED TO THE USE OF ANY SERVICE. If a Service or Deliverable or any part thereof, is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, or if Scientel reasonably believes that such Service or Deliverable may infringe on the intellectual property rights of third party, Scientel shall, at its own expense and as the City's sole remedy, either: (a) procure for the City the right to continue to use

the Deliverable(s) or Service(s); or (b) modify the Deliverable(s) or Service(s) to make them/it non-infringing, provided that such modification does not materially adversely affect the City's authorized use of the Deliverable(s) or Service(s); or (c) replace the Deliverable(s) or Service(s) with equally suitable, compatible, and functionally equivalent non-infringing Deliverable(s) or Service(s) at no additional charge to the City; or (d) if none of the foregoing alternatives is reasonably available to Scientel, terminate this MSA, and refund all amounts paid to Scientel by the City.

b. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party may participate in and observe the proceedings at its own cost and expense.

11. INSURANCE

During the term of this MSA, each Party shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of Illinois, covering use and activity contemplated by this MSA with combined single limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in aggregate, with five Million Dollars (\$5,000,000.00) umbrella coverage. Each Party shall name the other Party, including its officers, employees, and agents, as Additional Insured for the said purpose and use of this MSA. Each Party shall also maintain Workers' Compensation insurance to meet the requirements of the Workers' Compensation laws of Illinois where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to either Party upon the other Party's request.

12. FORCE MAJEURE

Notwithstanding anything seemingly to the contrary herein, neither Party shall be liable (except for its payment obligation) for any delay or failure in performance of any part of this MSA to the extent such delay or failure is caused by events beyond such Party's reasonable control and without such party's fault or negligence, including, but not limited to, unforeseen fire, flood, explosion, act of terrorism, accident, war, strike, embargo, governmental requirement, civil or military authority, or Act of God, inability to secure materials not in such party's possession, acts or omission of common carriers, or any other causes beyond their reasonable control ("**Force Majeure**"). Any such delay or failure shall suspend the affected Party's performance under this MSA until the Force Majeure ceases and the Term shall be extended by the length of the suspension. The City shall have the right to terminate this MSA if a Force Majeure event persists for 90 days.

13. ASSIGNMENT

This MSA is personal to the Parties and may not be assigned or transferred by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; except that either party may assign this MSA without consent to any affiliated entity, sister company or successor in interest, whether by merger, reorganization or transfer of all or substantially all of its assets or otherwise. Except as provided herein, any assignment in contravention of the above shall be void and ineffective.

14. NONSOLICITATION

For a time period of one-year after any expiration or termination of this Agreement, the City shall not solicit any Scientel employee to work with the City as an independent contractor or employee or in any other capacity, to work separate from his or her role with Scientel, to conduct additional work or services related to any of the Services provided by Scientel under this Agreement, in each case, without first obtaining approval from Scientel. Any violation of this provision will result in the City paying Scientel the fair market value for the additional work, or project, completed by the Scientel employee while he or she worked for the City. The fair market value of the completed services will be based on the market rate charged by Scientel in arms-length transactions for similar services by similarly qualified personnel.

15. CONFLICTS

If documents referred to in this MSA conflict with one another (including conflicting contract expiration dates), they will prevail in the following order: (i) Statement of Work; (ii) Annex, Exhibits or Schedules; then (iii) MSA.

16. NOTICES

All notices, requests or other communications hereunder shall be in writing, addressed to the Parties at the addresses set forth below or as otherwise stated in an Annex. Notices shall be sent by overnight mail via a reputable overnight mail delivery service or by electronic mail at the email addresses provided below. Any notice of change of address shall be deemed to be received only when actually received.

If to the City:

City of Aurora, IL

Aurora, IL 60506

Attention: _____

If by email: _____

If to Scientel:

Scientel Solution, LLC

2021 N. Eola Road

Aurora, IL 60502

Attention: Nelson Santos, President

If by email: NSantos@scientelsolutions.com

17. SEVERABILITY

If any part or any provision of this MSA is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this MSA.

18. RELATIONSHIP OF THE PARTIES

Nothing herein contained shall be deemed to constitute a partnership, a joint venture, an agency or a merger of their assets or their fiscal or other liabilities or undertakings. Neither Party shall have the right to bind the other Party. This MSA is non-exclusive. Nothing in this MSA shall be deemed to prevent either Party from entering into an agreement or negotiation of any kind or nature with third parties. All persons employed by either Party in connection with the Services provided under this MSA shall be considered employees or agents of such party only, and shall in no way, either directly or indirectly, be considered employees or agents of the other Party.

19. GOVERNING LAW

This MSA will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions that would affix jurisdiction in another State, and any dispute arising out of this MSA shall be filed in a court of competent jurisdiction in Kane County, Illinois.

20. WAIVER OF TRIAL BY JURY

The Parties hereby knowingly, irrevocably, voluntarily unequivocally and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counterclaim based on this MSA or arising out of, under, or in connection with this MSA or any document or instrument executed in connection with this MSA, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any Party hereto. This provision is a material inducement for the City and Scientel entering into the subject transaction.

21. COUNTERPARTS

This MSA may be executed in any number of counterparts, any one and all of which shall constitute the MSA of the Parties and each of which shall be deemed an original.

22. CONSTRUCTION OF CONTRACT

The parties acknowledge that this MSA is the joint work product of the parties. Accordingly, in the event of ambiguities in this MSA, no inferences shall be drawn against either Party on the basis of authorship of this MSA.

23. AUTHORITY TO CONTRACT

The signatory to this MSA on behalf of each Party represents and warrants that he/she has full capacity and authority to enter into this MSA on behalf of such Party, and that he/she has taken all steps necessary to obtain and achieve said authority. To the extent that such authority is found wanting by a court, he/she agrees to immediately take all steps necessary to obtain and achieve said authority, and that until he/she does so, he/she will remain personally liable for all obligations contained herein.

24. MISCELLANEOUS PROVISIONS

This MSA, including the relevant Annexes thereto, represents the entire understanding between the Parties and supersedes all previous agreements whether oral or written made between the Parties in relation to the subject matter hereof. Except as otherwise agreed herein, this MSA may only be modified by a writing signed by authorized representatives of both Parties. The headings in this MSA are for convenience of reference and shall not affect its construction or interpretation. No waiver by either Party to any provisions of this MSA shall be binding unless made in writing.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this MSA or caused this MSA to be executed by a duly authorized officer, as of the date first written above.

CITY OF AURORA, ILLINOIS

SCIENTEL SOLUTIONS, LLC

Signature

Signature

Printed Name; Title

Printed Name; Title

Date

Date

