CITY OF AURORA, ILLINOIS
SERVICES AGREEMENT

THIS AGREEMENT, is entered on the Effective Date between the City of Aurora, Illinois ("City") an Illinois home rule municipal corporation, with its office of City Clerk located at 44 E Downer Place, Aurora, Illinois and the Contractor, for the Services herein described. The terms "Effective Date," "Contractor," and "Services" shall be defined as set forth in Exhibit A.

1. **Scope of Services.** The Contractor shall perform the Services set forth in Exhibit A and any attachments thereto.

2. **Term.** The term of this Agreement shall be as set forth in Exhibit A. If provided in Exhibit A, the Agreement shall renew without further action by the Parties as set forth in therein, provided that the City Council of the City has budgeted funds for the services contemplated by this Agreement.

3. **Standard of Performance.** Contractor shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with applicable federal, state, and local laws, regulations or ordinances; and (iv) strictly conform to the terms of this Agreement. Contractor shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Contractor or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Contractor from the responsibilities set forth herein.

5. **Payment.** Contractor shall invoice the City for its Services rendered in the amount and with the frequency set forth in Exhibit A. Upon receipt, the City shall review and process such invoices for payment in accordance with the procedures and the time limitations provided by the Local Government Prompt Payment Act. Approved but unpaid amounts shall accrue interest and penalties in the amount and to the extent authorized the Act.

6. **Termination.**

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Contractor for all Services performed through the effective date of termination, plus any unpaid amounts for equipment, software, licensing, implementation, configuration, professional services, third party costs, and other non-cancellable or unrecovered costs that were included in the pricing and spread over the duration of the Agreement. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement except for payment obligations that accrued prior to termination or that expressly survive termination, including the payment of unrecovered costs described above. Payment of the amounts described above shall constitute full satisfaction of the City's payment obligations under this Agreement upon termination. Contractor shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Indemnification and Insurance

(a) **Insurance.** The Contractor shall provide to the City evidence that it has obtained and maintains the insurance coverages set forth in Exhibit B. In all cases, the Contractor shall provide the City with a certificate naming the City as an additional insured party and shall not cancel such insurance without prior notice to the City.

(b) **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, and employees from and against all claims, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees arising from or out of Contractor's performance of its obligations under this Agreement, including specifically those brought by third parties.

(c) **Non-Wavier.** Neither by the insurance or indemnifications requirements of this Agreement does the City waive any privilege, defense, or immunity, which may be available to it, its elected officials, officers, or employees by law, including, but not limited to those set forth in the Local Governmental and Governmental Employees Tort Immunity Act.

8. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein. This agreement takes priority over any conflicting terms in the Service Level Agreement in the Scope of Work sections below.

c. **Consents and Approvals.** The Parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

e. **Jurisdiction and Venue.** The Parties agree that in the event of litigation arising from this Agreement, the exclusive venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County and that the Illinois law shall apply to such disputes without regard to its choice of law principles.

f. **Construction of Contract Provisions.** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

g. **Master Service Agreement Subordination**. In the future, if Parties determine that its it is in their best interested to enter into a Master Service Agreement, this Service Contract will be subordinate to that Master Service Agreement.

Date: ______________________

FOR: **CITY OF AURORA, ILLINOIS**	FOR: **CONTRACTOR**
By: ______________________	By: Paul G. Frezza II
Jolene Coulter	Print: Paul G. Frezza II
Director of Purchasing	Title: Account Executive

EXHIBIT A
CITY OF AURORA, ILLINOIS
SERVICES AGREEMENT

Contractor Information ("Contractor")	
Legal Name:	**Dictation Sales & Service, Inc DBA: Equature**
Type of Entity:	☐ Illinois Business Corporation ☐ Illinois Not-For Profit Corporation ☐ Illinois Limited Liability Company or Limited Partnership ☐ Partnership or Solo Proprietorship **X**Other. Organized under the laws of the State of Michigan, and authorized to do business in Illinois.
Address:	**18311 West Ten Mile Road**
Email	**pfrezza@equature.com**
Phone	(248) 281-1078

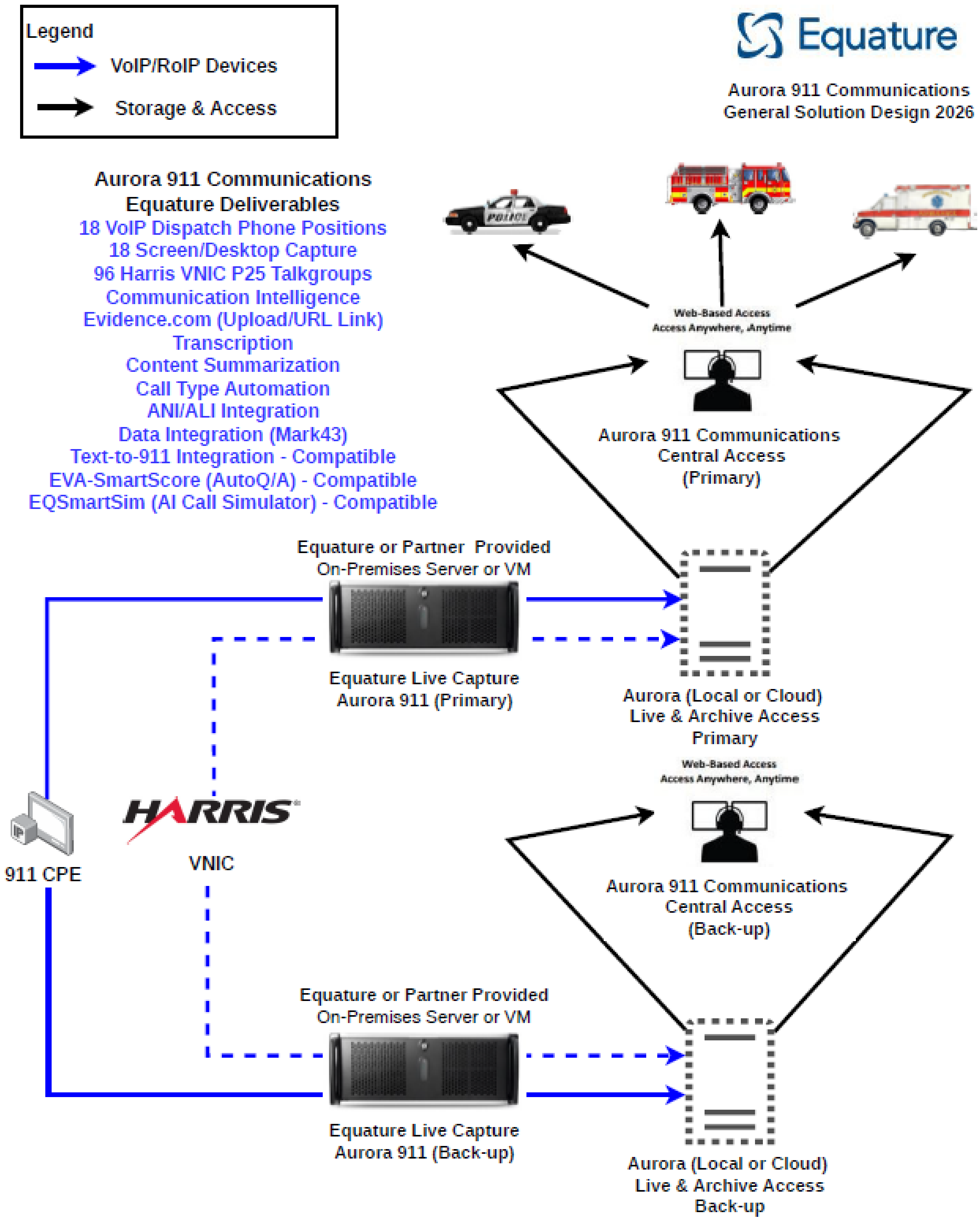
Contract Term Information	
Effective Date:	**August 3rd, 2026**
Term:	**5-Years**
Renewal Period:	**No Renewals are Authorized**

Payment Terms	
☐ Daily	The City shall compensate the Contractor on an hourly daily basis at the rate of $_00.00 per hour.
☐ Monthly	The City shall compensate the Contractor on a monthly basis at the rate of $_____ per calendar month.
☐ Total	The total compensation of the Contractor under this Agreement shall be $.
☐ Other	Other: Refer to Section 3 (Pricing)

Expenses	
☐ Authorized	The City shall reimburse the Contractor for its ordinary and customary expenses incurred in the performance of the Services under this Agreement.
☒ Not Authorized	The Contractor is responsible for its ordinary and customary expenses incurred in the performance of the Services under this Agreement.

Exhibit A: Scope of Work

The Contractor agrees to perform the Services set forth herein pursuant to this Agreement.



3 PRICING

#20260304-131242623

Issued
March 4, 2026
Expires
June 1, 2026

Estimated Budgetary Investment Analysis (Pending Full Scope Review)

Annual Maintenance Secured: 3-Years (Subject to Increase Years 4 & 5)

Optional **Premier Partnership Program** (5-Year Agreement)

- Year 1: (Solution, Implementation & Maintenance) = $91,078.90
- Year 2: (Solution & Maintenance) = $50,00.00 (**Secured**)
- Year 3: (Solution & Maintenance) = $50,00.00 (**Secured**)
- Year 4: (Solution & Maintenance) = $55,00.00 (**Optional /Secured**)
- Year 5: (Solution & Maintenance) = $55,00.00 (**Optional /Secured**)

Item ID	Products & Services	Billing Frequency	Term in Months	Quantity
Items due now				
EQENTSRVR	Equature Enterprise Server On-Premises Server (Optional)			1
EQCORE	Equature Core License Equature Core Software Suite (VM Compatible)			1
EQVNIC	Harris P25 Integration License			1
EQTG001	Talk Group License RoIP Talkgroup License(s)			96
EQV001	VoIP License 911 Emergency Dispatch CPE			18
EQCI-T2	Communications Intelligence Transcription Analytics| Content Summaries | Call Type Automations			18
EQSCR001	Screen Capture License Screen/Desktop Capture			18

Item ID	Products & Services	Billing Frequency	Term in Months	Quantity
EQCAD	CAD Capture License Mark43 Integration			1
EQENTSRVR	Equature Enterprise Server (Back-up) On-Premises Server (Optional)			1
EQCORE	Equature Core License (Back-up) Equature Core Software Suite (VM Compatible)			1
EQVNIC	Harris P25 Integration License (Back-up)			1
EQTG001	Talk Group License (Back-up) RoIP Talkgroup License(s)			96
EQV001	VoIP License (Back-up) 911 Emergency Dispatch CPE			18
EQCI-T2	Communications Intelligence (Back-up) Transcription Analytics | Content Summaries | Call			18

Item ID	Products & Services	Billing Frequency	Term in Months	Quantity
	Type Automations			
EQCAD	CAD Capture License (Back-up) Mark43 Integration			1
EQ-INST	Installation On-Site Implementation | Quality Confirmation			1
PROFSVCS	Professional Services Training | Customization			1
Items due later				
M/A Recorders	Maintenance Subject to Increase **Payment starts: 12 months after initial payment**	Annually	12	1

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("Agreement") is entered into by and between Equature (hereinafter the "PROVIDER") and the above-designated entity (hereinafter the "CUSTOMER"). Upon acceptance of this Agreement by an authorized officer of the PROVIDER, this Agreement governs all products and services purchased by the CUSTOMER from the PROVIDER.

1. DEFINITIONS

For purposes of this Agreement:

- **Hardware:** Servers, components, appliances, recording interfaces, workstations, or other physical equipment furnished by the PROVIDER. • **Installed Software:** Software installed on CUSTOMER-owned or PROVIDER provided hardware, including Equature ViewPoint, media management tools, and other on-premises modules.
- **Cloud Services:** Hosted or cloud-delivered services operated and maintained by the PROVIDER, including web portals, cloud-hosted software instances, and the Nexus Cloud platform where AI Services are performed and results are delivered to the CUSTOMER's environment.
- **AI Services:** Automated or machine-learning–based services that analyze or produce outputs such as transcription, summarization, classifications, call classifications, summaries, AutoQA evaluations, intent detection, automated call handling, and SmartSim.
- **Maintenance Services:** Services provided to ensure proper functioning of Hardware and Installed Software, including support, updates, and diagnosis, as defined in the QUOTE.
- **Professional Services:** Implementation, installation, training, configuration, integration, or consulting work performed by the PROVIDER. • **Data:** Any CUSTOMER recordings, logs, transcripts, metadata, or other information generated or collected through the use of PROVIDER products or services.
- **Anonymized Data:** Data processed so that PII, PHI, and other sensitive information is removed or obscured in compliance with applicable laws such that no individual, entity, or CUSTOMER can reasonably be identified. • **Permitted Purposes:** PROVIDER's internal business purposes, including product improvement, research, development, machine-learning training, statistical analysis, and aggregated reporting.

2. SCOPE AND TERM

The PROVIDER agrees to furnish to the CUSTOMER maintenance, service, and other products and services in accordance with the details outlined in the applicable QUOTE.
The PROVIDER agrees to provide turn-key services as outlined in the QUOTE, including all required hardware, software, maintenance, support, warranty, and monitoring, as applicable.
The term of this Agreement, including any renewal or extension provisions, shall be as stated in the applicable QUOTE and governed by the terms therein. In the event of conflict between the QUOTE and this Agreement, the QUOTE shall govern.

2.1 Trial Period

Where explicitly designated in the QUOTE, the PROVIDER may offer a trial period for Cloud Services or AI Services to allow the CUSTOMER to evaluate functionality prior to full commitment.

Trial Terms:

- The trial period duration, scope of services, data limits, and user access shall be specified in the QUOTE.
- Trial services are provided "as is" without warranty of any kind, express or implied.
- The PROVIDER may suspend or terminate trial access at any time without notice or liability.
- The CUSTOMER agrees not to use trial services for production, live emergency call handling, or mission-critical operations.

Data and Conversion:

- Data created during the trial may be retained for up to thirty (30) days following trial conclusion.
- If the CUSTOMER converts to a paid agreement within thirty (30) days of trial completion, trial data will be migrated to the production environment at no additional cost.
- If the CUSTOMER does not convert within thirty (30) days, all trial data will be permanently deleted unless otherwise agreed in writing.

No Payment Obligation:

- Unless otherwise stated in the QUOTE, trial services are provided at no charge.
- The CUSTOMER is not obligated to purchase services following trial completion.
- Standard payment terms apply upon conversion to a paid agreement as specified in the QUOTE.

Confidentiality:

- Trial services are considered Confidential Information of the PROVIDER.
- The CUSTOMER agrees not to disclose trial results, performance metrics, or service capabilities to third parties without the PROVIDER's prior written consent.

3. CUSTOMER RESPONSIBILITIES

The CUSTOMER agrees to:

- Provide required information, access credentials, network configuration details, and other dependencies identified by the PROVIDER.
- Coordinate required third-party vendors (telephony carriers, PBX vendors, CAD vendors, radio vendors, IT providers) to support installation and ongoing services.

- Maintain suitable network, power, and environmental conditions for proper operation of Hardware, Installed Software, Cloud Services, and AI Services. Not route live
- emergency or life-safety calls to AI Services for primary call handling unless explicitly stated in the QUOTE and approved in writing by the PROVIDER.
- Notify the PROVIDER of material changes to infrastructure, telephony routing, or workflows that may affect the services.

Failure to meet these responsibilities may result in delays or incomplete installation. The PROVIDER may charge additional fees for subsequent visits or rescheduling, communicated in advance and payable under the Payment Terms.

4. PAYMENT TERMS

4.1 Invoicing

The CUSTOMER shall make payments in accordance with the schedule and amounts specified in the QUOTE. Unless a written payment schedule is expressly attached to and incorporated into the QUOTE, all invoices are due within fifteen (15) days of receipt of the invoice (Net 15). Any attached payment schedule shall govern solely with respect to the invoices covered by that schedule.

Equature Payment Milestone Table

Project Deliverable	Payment Allocation	Dollar Amount	Note(s)
Receipt of Order Milestone Invoice	**50%**	**$45,539.45**	**Year-1 Payment Allocation**
Installation(s) & Quality Confirmation	**25%**	**$22,769.72**	**On-Site Installation, Connections, Configurations, Integrations, Training & Quality Confirmation**
End-User Training & Production Go-Live	**25%**	**$22,769.72**	**As-Built Review, Production Go-Live Transition & Acceptance Test Plan Sign-Off**
Year-2 After Warranty Maintenance & Support	**100%**	**$50,000.00**	**Year-2 (Solution, Maintenance & Support)**

Year-3 After Warranty Maintenance & Support	**100%**	**$50,000.00**	**Year-3 (Solution, Maintenance & Support)**
Year-4 After Warranty Maintenance & Support	**100%**	**$55,000.00**	**Year-4 (Solution, Maintenance & Support)**
Year-5 After Warranty Maintenance & Support	**100%**	**$55,000.00**	**Year-5 (Solution, Maintenance & Support)**
Solution Evaluation	**N/A**	**N/A**	**Contract Renewal (Solution Scope Re-Design)**

4.2 Deferred Solution Costs and Annual Maintenance Costs

Deferred Solution Costs and Annual Maintenance Costs. The Parties acknowledge that the total compensation under this Agreement includes both deferred solution costs and annual maintenance and support costs. The deferred solution cost portion of the Agreement is $192,078.90, which includes equipment, software, licensing, implementation, configuration, integration, professional services, and other upfront solution deployment costs provided by Contractor and recovered across the term of the agreement. The full Year 1 payment of $91,078.90 shall be allocated to Deferred Solution Costs. The remaining Deferred Solution Cost balance of $101,000.00 shall be recovered evenly over Years 2 through 5 in the amount of $25,250.00 per year. The remaining portion of each annual payment shall be allocated to annual maintenance and support, which includes ongoing maintenance, technical support, monitoring, covered labor, covered parts, diagnosis, and Equature software version updates as further described in the Agreement. The Parties further acknowledge and agree that Deferred Solution Costs are non-cancellable and represent costs already incurred or committed by Contractor in reliance on the full term of this Agreement.

4.3 Cure Period and Suspension

If payment is not received by its due date, the PROVIDER will issue a written notice specifying the overdue amount. The CUSTOMER shall have a thirty (30) day cure period from the original due date to remit payment. If payment remains overdue beyond the cure period, the PROVIDER may suspend services until the balance is paid in full. Suspension does not relieve the CUSTOMER of obligations or limit the PROVIDER's other rights or remedies.

4.4 Expired Maintenance / Time-and-Materials

Failure to renew maintenance or this Agreement will result in the CUSTOMER forfeiting priority support status. All service and support will transition to a timeand-materials billing structure at the PROVIDER's prevailing hourly rates. Before initiating any analysis, troubleshooting, training, or other activities in this mode, the PROVIDER will provide an estimate and require a purchase order or written authorization from the CUSTOMER. Time-and-materials work will be handled on a first-come, first-served basis, with priority given to customers with active maintenance agreements. Renewal options may include multi-year or one-year agreements as stated in the QUOTE.

5. CLOUD SERVICES AND AI SERVICES

5.1 Cloud Services

The PROVIDER will use commercially reasonable efforts to maintain availability of Cloud Services. No specific uptime guarantee applies unless explicitly stated in the QUOTE. The CUSTOMER is responsible for internet access, carrier routing, network infrastructure, firewall rules, and any third-party systems required for Cloud Services. Temporary interruptions for maintenance, hosting provider outages, or network issues do not constitute a breach.

5.2 AI Services

AI Services use probabilistic models and may occasionally generate incorrect or incomplete outputs. The PROVIDER does not warrant the accuracy, completeness, or appropriateness of AI-generated results. AI Services are designed to support emergency services operations through post-call analysis, transcription, quality assurance, and operational insights. AI Services are not intended to handle live emergency or life-safety calls directly unless explicitly stated in the QUOTE and approved in writing by the PROVIDER. The CUSTOMER shall not route live emergency calls to AI Services for primary call handling without such written authorization. Subject to the Limitation of Liability section, the PROVIDER is not liable for decisions or actions taken in reliance on AI outputs except in cases of gross negligence or willful misconduct.

6. MAINTENANCE, SUPPORT, AND PROFESSIONAL SERVICES

6.1 Maintenance Agreement Charge / Coverage

Where maintenance is purchased, the annual payment includes labor, parts, and support services required for proper functioning of the hardware and software, and upgrades to the Equature software version. It does not include:

- Hardware upgrades
- Operating system upgrades or updates
- Consumable supplies or external factors outside the PROVIDER's control

The PROVIDER will furnish maintenance, technical support, and service for the recording system under this Agreement. Support includes hardware, software, interfaces, and custom integrations explicitly agreed to as part of the QUOTE. It does not extend to custom integrations developed separately from the original agreement.

6.2 Exclusions and Additional Charges

Maintenance Services do not include:

- Repairs necessitated by unauthorized modifications or misuse
- Onsite support for CUSTOMER-requested changes outside the QUOTE
- Third-party telephony, carrier, PBX, CAD, or radio issues
- Microsoft Windows hot fixes, updates, and service packs
- Anti-virus, anti-malware, and anti-spyware software (assistance may be offered at cost and at the PROVIDER's discretion)
- Hardware upgrades unless purchased separately

The PROVIDER is not responsible for any data loss, service interruption, or system malfunction caused by factors outside its control, including but not limited to:

- Acts of God (natural disasters, terrorist attacks, war)
- Malicious attacks (hacking, ransomware, data breaches)
- Customer infrastructure failures (network outages, switches, firewalls, servers not provided by the PROVIDER, telephony carrier or PBX issues, radio console failures, CAD/RMS system issues)
- Environmental conditions (power outages, electrical surges, insufficient HVAC, water damage, improper physical handling of equipment)
- Customer or third-party actions (unauthorized configuration changes, network modifications, software updates, equipment relocation, user error)
- Third-party software or operating system updates (Windows patches, antivirus quarantines, firmware updates, database utilities)
- Hardware failures not caused by PROVIDER negligence (normal component wear, drive failures, RAID failures)

The PROVIDER will provide support and assistance with troubleshooting these issues, but the PROVIDER is not liable for resulting data loss, delays, or damages. Related work may be billable if outside the QUOTE or maintenance coverage.

Additional charges apply only where explicitly excluded, and only after the PROVIDER issues a written estimate and receives prior written approval from the CUSTOMER. No billable work will commence without such approval.

6.3 Technical Support, Monitoring, and Process

The PROVIDER provides 24/7/365 technical support by phone at 888-305-3428 and email at support@equature.com. Upon notification of a malfunction, the PROVIDER assigns a service technician. The CUSTOMER shall provide necessary access, including passwords used in normal operation. Remote troubleshooting is attempted first; if unsuccessful, onsite support may be dispatched and may be billable if due to CUSTOMER or third-party causes.

The PROVIDER monitors systems in real time and responds to alerts based on severity: critical failures are addressed immediately, high-priority failures by the next business day, and standard failures within two business days. Issues are reported by the CUSTOMER via phone or email, assigned a severity level, and escalated to engineering or vendors as needed. Status updates are provided, and onsite visits are scheduled if required. If support personnel cannot resolve an issue within a reasonable time, the PROVIDER will escalate to its Engineering Department or appropriate vendor.

6.4 Professional Services

Professional Services (implementation, installation, configuration, training, migration, consulting) are performed in accordance with the QUOTE. If a visit cannot be completed due to CUSTOMER readiness issues (including unavailable access, credentials, or vendors), the PROVIDER may charge additional fees for subsequent visits or rescheduling, communicated in advance and payable under the Payment Terms.

7. DATA RETENTION POLICY

The PROVIDER shall maintain CUSTOMER data stored on the Equature system for up to five (5) years, including recordings, logs, metadata, and related files retained on PROVIDER's servers or associated storage.
Upon implementation of new hardware or replacement systems, the PROVIDER will migrate up to five (5) years of existing data from the previous system to the new system at no additional cost.
If the CUSTOMER requires data retention beyond five (5) years, a separate Data Archive Plan must be established. This plan may include additional costs for longterm storage, retrieval, or restoration, as defined by the PROVIDER's options at the time of request.
The PROVIDER is not responsible for maintaining or restoring data beyond the defined five-year retention period unless covered under an active Data Archive Plan. The CUSTOMER is responsible for identifying data requiring extended retention or archival.

8. WARRANTY

The PROVIDER warrants that all hardware and installed software provided will be free from defects in materials and workmanship during the warranty period defined in the applicable QUOTE, provided that (a) the CUSTOMER maintains an active Maintenance Services plan, and (b) the hardware is within five (5) years of the system's original installation or initial acceptance date, whichever occurs first. During such warranty period, the PROVIDER will repair or replace defective components at no additional cost to the CUSTOMER.
Cloud Services and AI Services are provided using commercially reasonable efforts and otherwise on an "as is" basis, except as expressly stated in this Agreement or the QUOTE. The PROVIDER does not warrant that Cloud Services or AI Services will be error-free or uninterrupted, or that outputs will be accurate, complete, or suitable for any particular purpose.
Except as expressly set forth in this Agreement, the PROVIDER disclaims all other warranties, express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

9. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Each party will protect the other's Confidential Information with at least the same degree of care it uses for its own similar information, and not less than reasonable care. Confidential Information may be used only to perform this Agreement and disclosed only to personnel or contractors with a need to know and equivalent confidentiality obligations. These obligations do not apply to information that is public through no fault of the receiving party, received lawfully from a third party, independently developed, or required to be disclosed by law (with prompt notice where permitted).

As between the parties, the PROVIDER retains all right, title, and interest in and to Hardware designs, Installed Software, Cloud Services, AI Services, documentation, and related intellectual property, including enhancements developed while performing this Agreement. The CUSTOMER retains all right, title, and interest in and to its Data. No IP is assigned under this Agreement. The PROVIDER grants the CUSTOMER a non-exclusive, non-transferable (except as permitted under Assignment) license to use the products and services identified in the QUOTE for the CUSTOMER's internal business purposes during the applicable term, subject to this Agreement.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

- Neither party is liable for incidental, indirect, punitive, special, or consequential damages, including lost profits, lost data, or business interruption, even if advised of their possibility.
- The PROVIDER's total aggregate liability arising out of or related to this Agreement shall not exceed the fees paid by the CUSTOMER under the applicable QUOTE during the twelve (12) months preceding the event giving rise to the claim.
- The PROVIDER is not liable for telephony carrier issues, network outages, improper routing, third-party system failures, or CUSTOMER misconfigurations.

These limitations apply to all theories of liability except for amounts that are required to be paid (e.g., unpaid fees) or where liability cannot be limited by law.

11. ASSIGNMENT, GOVERNING LAW, SURVIVAL, ENTIRE AGREEMENT

This Agreement may not be assigned, transferred, sublet, or pledged by either party without the other's written consent, except to an affiliate under common control or a successor by merger or acquisition that assumes all obligations.

This Agreement is governed by and construed in accordance with the laws of the State of Illinois, exclusive of its conflict of law rules.

All obligations accrued but unfulfilled prior to expiration or termination, and provisions relating to payment, data rights, anonymized data, confidentiality, limitation of liability, and dispute-related rights, shall survive expiration or termination.

EXHIBIT B

INSURANCE REQUIREMENTS

The Contractor, at its own expense, shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Contractor's operations.

The Contractor shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City and licensed to do business in the State of Illinois and having a rating of not less than A VII, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City.

This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail ten (10) days written notice to the certificate holder named to the left."

If requested, the awardee of this proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

(1) Worker's Compensation Insurance - $1,000,000

(2) General Liability Insurance:

- (a) $1,000,000 per occurrence and $2,000,000 general aggregate
- (b) $2,000,000 per occurrence for Products
- (c) $1,000,000 per occurrence for Personal Injury
- (d) $1,000,000/2,000,000 Abuse or Molestation
- (e) $100,000 Damage to Rented Property

(3) Auto Liability:

- (a) Combine Single limit not less than $1,000,000

(4) Umbrella excess liability of $2,000,000 per occurrence, $2,000,000 aggregate

The Contractor shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. The Contractor shall pay all insurance premiums without cost to the City. Subrogation is waived.