SERVICES AGREEMENT

This SERVICES AGREEMENT (this "Agreement") is entered into as of the effective date set forth in Section 6.o of this Agreement (the "Effective Date"), by and between SAFEGUARD SURVEILLANCE, LLC, an Illinois limited liability company ("Provider"), and OAK PARK ELEMENTARY SCHOOL DISTRICT 97 ("Recipient"). Each of Provider and Recipient is sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. SERVICES.

a. Services. Upon the terms and subject to the conditions set forth herein, Provider shall provide or cause to be provided to Recipient the services set forth on Schedule 1 attached hereto (each, a "Service" and collectively, the "Services").

b. Recipient's Acknowledgements and Obligations. With respect to the provision of the Services hereunder, Recipient hereby acknowledges and agrees as follows:

i. The RT-LAMP surveillance assay ("Surveillance Assay") is a surveillance assay for SARS-CoV-2 ("Covid 19"). The Surveillance Assay is not, and in no way shall it be considered or deemed to be, a comprehensive or diagnostic Covid 19 test (a "Covid 19 Test") and is intended, and shall serve, solely as an additional resource and surveillance tool for Recipient to surveille asymptomatic persons (similar to taking someone's temperature).

ii. The Surveillance Assay has not been reviewed by the U.S. Food and Drug Administration and has not been reviewed or approved by any applicable governmental agency or board.

iii. The results of the Surveillance Assay should not be used as the sole basis, or any definitive basis, to diagnose or confirm Covid 19 or inform infection status.

iv. A negative result of the Surveillance Assay does not rule out the possibility that any person for whom a Surveillance Assay is administered by Provider, including any person that contributes a saliva sample whose saliva sample is administered a Surveillance Assay by Provider (each such person, a "Surveillance Participant" and collectively, the "Surveillance Participants"), has Covid 19.

v. Recipient shall be responsible for obtaining, maintaining and certifying receipt thereof to Provider of, at Recipient's sole cost and expense, all consents and approvals required to be obtained under applicable law or from any governmental authority or any other third party in order for Provider to provide the Services or perform its obligations hereunder, including (and Recipient shall be obligated to obtain) a valid and legally enforceable written consent and waiver from each Surveillance Participant or, if a Surveillance Participant is a minor, such Surveillance Participant's parent or legal guardian prior to the administration of the Surveillance Assay, which written consent and waiver shall be substantially in the form attached hereto as Exhibit A (or such other form that is previously approved by Provider) (each a "Consent" and collectively, the "Consents"). Provider shall have no obligation to perform any Surveillance Assay with respect to any Surveillance Participant for which a written Consent executed by the appropriate person has not been obtained, and it shall be a condition precedent to Provider's obligation hereunder to perform any Surveillance Assay with respect to any Surveillance Participant that Recipient shall have received a valid and binding Consent relating to such Surveillance Participant and Recipient shall have certified in writing to Provider receipt of all such Consents. Recipient hereby agrees to indemnify and hold Provider harmless for, as further described in Section 4 below, if and to the extent Provider administers a Surveillance Assay for any Surveillance Participant where any or all

Consents for such Surveillance Participant were not properly executed and then collected by Recipient, unless such claim is related to Provider's gross negligence or willful misconduct.

vi. Unless otherwise expressly agreed between the parties and identified on Schedule 1, Recipient shall be solely responsible, at its sole cost and expense, to (i) create a tracking log matching barcodes with the identity of each Surveillance Participant (which shall never be provided, delivered or shown to Provider), (ii) place the barcodes on each testing tube, (iii) distributing the testing tubes to all applicable Surveillance Participants, (iv) collecting all testing tubes with each applicable Surveillance Participant's saliva deposited in their individual test tube, (v) placing all such testing tubes in the carrying case, and (vi) delivering the carrying case containing all applicable testing tubes for all Surveillance Participants to Provider's facility at the agreed upon date and time.

vii. Recipient covenants and agrees to perform any and all of the Services designated on Schedule 1 that are to be performed by Recipient or its agents, representatives or employees.

c. Limitations of Provider's Obligations. Notwithstanding anything herein to the contrary, (i) Provider shall not be required to provide any Service or any Surveillance Assay to the extent the performance of such Service or Surveillance Assay would require Provider to violate any applicable law; provided that if such law makes performance of this Agreement impossible or materially impacts the timely provision or results for ten (10) or more days, either Party may terminate this Agreement and Recipient shall receive a refund for all previous payments made and not yet associated with a Surveillance Assay performed by Provider; and (ii) Provider shall not have any responsibility or liability for any, and Recipient shall be responsible for all, decisions regarding the management and operation of Recipient's business, and the results of the Surveillance Assay, it being acknowledged and agreed that it shall be solely within Recipient's discretion to determine what to do with the results of the Surveillance Assays and whether or not to relay the results of any Surveillance Assay to the applicable individual (or their family) related to such Surveillance Assay and Provider shall have no involvement in such process or any such decision. Provider shall have no obligation or responsibility to convey, deliver or otherwise relay the results of any Surveillance Assay to anyone other than Recipient (to the individual representative of Recipient as set forth on Schedule 1).

d. Results of Surveillance Assay Results. Provider shall deliver the results of the Surveillance Assays to an individual designated by Recipient as set forth on Schedule 1, in a format and on such terms as are mutually agreeable to the Parties.

2. FEES.

a. Fees. In consideration for the Services, Recipient shall pay or cause to be paid to Provider the fees set forth on Schedule 1 attached hereto (the "Fees") by wire transfer of immediately available funds to an account designated in writing (including e-mail) by Provider.

b. Taxes. Recipient is a tax-exempt organization. Federal excise tax does not apply to Recipient and State of Illinois Sales Tax does not apply. The amounts to be paid to Provider are inclusive of all other taxes that may be levied, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. Provider shall be responsible for any taxes levied or imposed upon Provider's income or business privileges.

c. Terms of Payment. Payment of all Fees shall be due within thirty (30) days from Recipient's receipt of an invoice from Provider unless a schedule of payment is otherwise expressly set forth on Schedule 1. Any Fees not paid within such period shall be considered past due and shall bear interest from the due date to the date of payment at the maximum rate permitted by the Local Government Prompt Payment Act. Recipient shall be liable for the payment of all fees and expenses, including attorneys' fees, reasonably incurred by

Provider in collecting or attempting to collect any Fees or Taxes owed hereunder. All payments hereunder shall be made without abatement, deduction, discount or setoff.

3. CONFIDENTIALITY AND PRIVACY.

a. Confidentiality Obligations.

i. "Confidential Information" means any non-public information disclosed previously or in the future by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), including documents, business plans, marketing plans, financial analyses, processes, know-how, trade secrets or any other proprietary or business information the confidential or proprietary nature of which is reasonably apparent under the circumstances. Confidential Information does not include this Agreement or its Exhibits.

ii. Non-Disclosure and Non-Use. A Receiving Party shall protect the Disclosing Party's Confidential Information using at least the same degree of care to prevent the unauthorized use, dissemination, distribution, disclosure or publication of such Confidential Information as the Receiving Party uses to protect its own Confidential Information. In no event shall the Receiving Party use less than a reasonable standard of care in its treatment of the Disclosing Party's Confidential Information. The Receiving Party shall not have the right to use the Disclosing Party's Confidential Information for any purpose other than the provision or receipt of the Services hereunder without the prior written consent of the Disclosing Party, which the Disclosing Party may give or withhold in its sole discretion. The Receiving Party shall limit disclosure of the Disclosing Party's Confidential Information to the Receiving Party's officers, employees, agents and representatives (1) who have a need to know such Confidential Information for the purposes of this Agreement, (2) who are informed of the confidential nature of such Confidential Information, and (3) who are bound by confidentiality obligations substantially similar to those contained in this Section 3. The Receiving Party shall be responsible for any breaches of this Section 3 by its officers, employees, agents and representatives to whom the Disclosing Party's Confidential Information is disclosed.

iii. Surveillance Participant Information. In no event shall Recipient provide Provider with the identities, names, or other information concerning any of the individual Surveillance Participants. Other than barcodes placed on the testing tubes, Provider shall not receive, and Recipient shall not provide to Provider, or permit to be delivered to Provider, any information concerning or otherwise identifying any Surveillance Participant. Provider shall not receive, and Recipient shall not provide to Provider, or permit to be delivered to Provider, any information linking any barcode with any applicable Surveillance Participant. Provider shall only attribute and log the results of a Surveillance Assay with the barcode on the applicable testing tube and provide Recipient with the results of such Surveillance Assay for such "barcode". It shall be Recipient's sole obligation and responsibility to (i) create, maintain and log the individual and personal information concerning any and all Surveillance Participants, and (i) match the barcodes on the testing tubes to the individual Surveillance Participants.

iv. Exceptions. The restrictions of this Section 3 shall not apply to any information that (1) is or becomes publicly known through no fault of the Receiving Party subsequent to the time of the Disclosing Party's disclosure thereof to the Receiving Party; or (2) is independently known by the Receiving Party without use of or reference to any of the Disclosing Party's Confidential Information, or (3) is required to be disclosed by applicable law.

v. Legally Required Disclosures. Notwithstanding anything herein to the contrary, if either Party (the "Compelled Party") is required by applicable law, rule or regulation or legal or judicial process to disclose any Confidential Information of the other Party (the "Affected Party"), (1) the Compelled Party shall, to the extent legally permissible and practicable, promptly notify the Affected Party in writing prior to making any such disclosure, (2) if the Affected Party so requests, reasonably cooperate with the Affected Party, at the Affected Party's sole cost and expense, in seeking any protective arrangements reasonably requested by the

Affected Party, and (3) disclose only such Confidential Information that the Compelled Party is advised by its counsel that it is legally required to disclose.

vi. Return or Destruction of Confidential Information. No later than five (5) business days after the Receiving Party's receipt of a written request from the Disclosing Party, and except as prohibited by law, the Receiving Party (1) shall return or destroy all documents and other tangible objects containing or representing Confidential Information which have been disclosed to it by the Disclosing Party, and (2) shall confirm such return or destruction in writing to the Disclosing Party.

4. INDEMNIFICATION AND LIMITATION OF LIABILITY.

a. Indemnification. Provider and Recipient each agree to mutually indemnify, defend, and hold harmless the other party and their respective members, board members, employees, and agents from all claims, causes of action, damages, whether to person (including death) or property, costs (including reasonable attorneys' fees), and losses (collectively "Loss") to the extent the Loss arises out of the negligent acts or omissions of the indemnifying party (or its agents, employees, subcontractors or board members) or breach of the Agreement by the indemnifying party.

b. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) PROVIDER SHALL NOT BE LIABLE TO RECIPIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES; AND (B) PROVIDER SHALL NOT BE LIABLE TO RECIPIENT FOR ANY DAMAGES RESULTING FROM SUPPLY CHAIN DISRUPTIONS, ANY DELAYS IN PERFORMANCE OR FAILURE TO PERFORM DUE TO ANY FORCE MAJEURE EVENTS, INCLUDING ANY ACTS OF GOD, FIRES, FLOODS, STORMS, HURRICANES, EARTHQUAKES, STRIKES, LOCKOUTS, CIVIL UNREST, OR DELAYS, PANDEMICS, EPIDEMICS, RIOTS, TERRORISM, GOVERNMENTAL ACTIONS OR OTHER CAUSES BEYOND ITS CONTROL.

c. Infringement. The Provider represents that no third party has any claim to any trademark, patent, or proprietary interest in any product or Service the Provider provides to the Recipient. The Provider will defend, hold harmless, and indemnify the Recipient from any claims brought by a third party against the Recipient to the extent based on an allegation that any Provider product or service infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the Services are restricted as the result of a claim of infringement, the Provider shall refund any Fees advanced hereunder pursuant to Schedule 1 attached hereto for which Surveillance Assays have not yet been run by Provider.

d. Insurance. During the term of this Agreement, Provider, at its sole cost and expense, and for the benefit of Recipient, shall carry and maintain the following insurance:

i. Comprehensive general liability and property damage insurance, insuring against all liability of Provider related to this Agreement, with a minimum combined single limit of One Million Dollars ($1,000,000.00) per occurrence, One Million Dollars ($1,000,000) Personal, and Two Million Dollars ($2,000,000) general aggregate;

ii. Professional Liability Insurance with limits in the per claim amount of not less than Two Million Dollars ($2,000,000.00) and the annual aggregate of not less than Two Million Dollars ($2,000,000);

iii. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Contractor's respective employees with Employers Liability of limits of $1,000,000 Each Accident; $1,000,000 Disease – Each Employee; $1,000,000 – Policy Limit; and

iv. Umbrella liability insurance with a minimum combined single limit of Three Million dollars ($3,000,000.00) per occurrence and Three Million Dollars ($3,000,000) general aggregate.

All insurers shall be licensed by the State of Illinois (on a non-admitted basis) and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, and umbrella liability insurance policy shall name Recipient, and its Board, as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of Recipient. Provider shall provide Recipient with certificates of insurance reasonably acceptable to Recipient evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. If requested Provider shall provide copies of applicable policy endorsements. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling Recipient to terminate this Agreement unless such is cured within ten (10) days following receipt of written notice of such breach from Recipient.

During the term of this Agreement, Recipient, at its sole cost and expense, and for the benefit of Provider, shall cause it's comprehensive general liability, property damage and umbrella liability insurance policies to name Provider as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of Provider, and Recipient shall provide Provider with certificates of insurance reasonably acceptable to Provider evidencing the same. The failure to provide the same shall be deemed a breach of this Agreement entitling Provider to terminate this Agreement unless such is cured within ten (10) days following receipt of written notice of such breach from Provider. Provider understands that as of the Effective Date of this Agreement, Recipient does not have insurance for certain COVID-19 related claims and Provider will not have the ability to look to Recipient's insurance coverage related to any such COVID-19 related claims that are not covered under Recipient's insurance policies; provided, however that notwithstanding the foregoing to the contrary, the availability or lack of availability of any such insurance coverage shall in no way limit or diminish the indemnification obligations of either Party set forth in this Agreement.

5. TERM AND TERMINATION.

a. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and continue until the date on which the service period of each Service set forth in Schedule 1 attached hereto has expired, unless earlier terminated in accordance with Section 5.b.

b. Termination. Notwithstanding Section 5.a:

i. Provider may terminate this Agreement for cause, in its entirety or with respect to any one or more of the Services, upon prior written notice of such termination to Recipient, if Recipient materially breaches any of the terms of this Agreement and fails to remedy such material breach within thirty (30) days after its receipt of written notice of such material breach from Provider.

ii. Recipient may terminate this Agreement for cause, in its entirety or with respect to any one or more of the Services, upon prior written notice of such termination to Provider, if (1) Provider reduces or suspends the provision of any Service due to a force majeure event, and such reduction or suspension continues for at least thirty (30) days, or (2) Provider materially breaches any of the terms of this Agreement and fails to remedy such material breach within thirty (30) days after its receipt of written notice of such material breach from Recipient.

iii. Either Provider or Recipient may terminate this Agreement (or with respect to any one or more of the Services) for any or no reason, in its entirety, upon thirty (30) days prior written notice of such termination to the other Party..

c. Effect of Termination. The expiration or termination of this Agreement or the obligation of Provider to perform any Service(s) shall not act as a waiver of any breach of this Agreement and shall not act as a release of any Party for any liability or obligation incurred under this Agreement through the effective date of such expiration or termination. Upon any expiration or termination of this Agreement or the obligation of Provider to perform any Service(s), (1) Recipient shall pay Provider all accrued and unpaid Fees for any expired or terminated Service through and including the effective date of such expiration or termination (including for any Surveillance Assays actually performed and not yet paid for); and (2) Recipient shall immediately cease all use of the Service(s) that were expired or terminated, and Provider shall not be obligated to provide the applicable Service(s) following the effective date of such expiration or termination. Furthermore, within seven days after termination of this Agreement (i) by Recipient or (ii) by Provider pursuant to Section 5(b)(iii) above, Provider shall refund Recipient any Fees advanced hereunder pursuant to Schedule 1 attached hereto for which Surveillance Assays have not yet been run by Provider (excluding any minimum monthly fees due Provider as provided on Schedule 1 unless the reimbursements are being made due to Provider's breach of the Agreement (after expiration of any notice and cure period) or Provider's termination pursuant to Section 5(b)(iii) above, in which case, Provider shall also reimburse Recipient for any minimum monthly fees). Except for Provider's indemnification obligations, Recipient's sole and exclusive remedy in connection with any termination of this Agreement shall be to terminate this Agreement and receive a refund for all previous payments made and not yet associated with a Surveillance Assay performed by Provider (subject to any minimum fees due Provider as provided on Schedule 1, which minimum fees Provider shall not retain if the reason for termination is Provider's breach of the Agreement).

d. Temporary Suspension of Agreement. If circumstances merit, the Recipient or Provider may, after providing 72 hours advance written notice to the other Party, suspend the Services to be provided pursuant to this Agreement for a specific duration. The Services and Surveillance Assays shall recommence following the expiration of such period or such earlier date as may be mutually agreeable to the Parties. If, pursuant to this Section 5(d), the Recipient suspends the Services to be provided pursuant to this Agreement and does not terminate the Agreement, Recipient shall be obligated to, and shall continue to, pay Provider the amount necessary to pay for 25% of the Estimated Number of Surveillance Assays Per Week set forth in Schedule 1 for each week that such Services are suspended, as and when payments are otherwise due under the Agreement.

6. MISCELLANEOUS.

a. Notices. All notices, requests and other communications to any Party hereunder (i) shall be in writing; (ii) shall be deemed to have been duly given (1) on the date of delivery if delivered personally or by electronic mail ("e-mail") transmission, or (2) on the first (1st) Business Day after being deposited with a reputable overnight courier service; and (iii) shall be addressed to each Party at the address for such Party set forth on the signature page hereto.

b. Counterparts. This Agreement may be executed and delivered (including by "portable document format" or other electronic transmission) in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

c. Amendments and Waivers. This Agreement may not be amended or waived except by an instrument in writing signed, in the case of an amendment, by an authorized representative of each Party or, in the case of a waiver, by the Party against whom such waiver is to be effective. No course of conduct or failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

d. Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, illegal or unenforceable by such court, shall not be affected thereby.

e. Successors and Assigns. Except as otherwise expressly set forth herein, neither this Agreement nor any of the rights, interests or obligations of any Party hereunder may be assigned, delegated or otherwise transferred by such Party, in whole or in part (whether by operation of law or otherwise), without the prior written consent of each other Party, and any attempted assignment, delegation or other transfer without such consent shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

f. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any third party other than the Parties and their respective successors and permitted assigns any right, remedy or claim under or by reason of this Agreement.

g. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to its choice or conflict of laws rules.

h. Jurisdiction, Venue and Service of Process. Each Party irrevocably and unconditionally (i) agrees that any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, whether based in contract, tort or any other legal theory, shall be brought exclusively in either the Circuit Court of Cook County or the United States District Court for the Northern District of Illinois (and in the appropriate appellate courts therefrom) (collectively, the "Chosen Courts"); (ii) consents and submits to the exclusive personal jurisdiction and venue of the Chosen Courts in any such action, suit or proceeding; (iii) waives, to the fullest extent permitted by applicable law, and agrees not to assert, any claim, defense or objection to the venue of the Chosen Courts (whether on the basis of forum non conveniens or otherwise); (iv) agrees that it will not attempt the removal or transfer of any such action, suit or proceeding to any court other than the Chosen Courts; and (v) consents to service of process on such Party in any such action, suit or proceeding in the manner provided in Section 6.a (provided that nothing in this clause (v) shall affect the right of any Party to serve legal process in any other manner permitted by applicable law).

i. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

j. Expenses. Except as otherwise expressly set forth herein, all costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense.

k. Attorneys' Fees. In the event of any litigation or other action at law or suit in equity to enforce this Agreement or the rights of any Party hereunder, the prevailing party in such litigation, action or suit shall be entitled to receive from the other Party its reasonable attorneys' fees and other reasonable costs and expenses incurred therein, in addition to all other recoverable costs and expenses.

l. Headings; Absence of Presumption. The headings, titles and subtitles used in this Agreement are inserted for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

m. Entire Agreement. This Agreement constitutes the entire agreement and understanding, and supersedes any and all prior and/or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement.

n. Days. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If any date herein set forth for the performance of any obligations of Provider or Recipient or for the delivery of any notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable and shall fall on the next business day following such Saturday, Sunday or legal holiday. Furthermore, if during any week during the term of this Agreement, such week includes a legal holiday or teacher institute day or other school closure day, then the parties shall cooperate in good faith to agree upon a modified Surveillance Assay schedule for such week.

o. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

p. Licensing and Data. Notwithstanding anything set forth herein to the contrary, Recipient hereby acknowledges and agrees that (a) Provider shall be entitled to apply for any certifications, licenses, permits or other governmental approvals relating to any of the Services or the Surveillance Assays (or any other aspect of Provider's business), and (b) Provider shall be permitted to submit overall aggregated program data (without any reference to any specific bar codes) relating to the Services and Surveillance Assays to the FDA, CMS, IDPH or other applicable governmental agencies to the extent required by such governmental agencies, generally or in connection with any such applications for certifications, licenses, permits or other governmental approvals.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each Party has duly executed and delivered this Services Agreement effective as of the date first written above.

DATE: March ___, 2021

SAFEGUARD SURVEILLANCE, LLC

By: _____
Name: Elyse Hoffenberg
Title: Manager

Notice Address:

Safeguard Surveillance, LLC
9300 W. Ogden Avenue
Brookfield, IL 60513
Attn: Ed Campbell and John Carroll
Email: ed.campbell.ill@gmail.com and
safeguard.screening.il@gmail.com

With a copy to:

Levenfeld Pearlstein, LLC
2 N. LaSalle Street, Suite 1300
Chicago, IL 60602
Attn: Jeffery Hoffenberg
Email; jhoffenberg@lplegal.com

OAK PARK ELEMENTARY SCHOOL DISTRICT 97

DATE: March ___, 2021

By: _____
Name: _____
Title: _____

Notice Address:

OAK PARK ELEMENTARYSCHOOL DISTRICT 97
260 Madison St.
Oak Park, IL 60302
Attn: Dr. Carol Kelley, Superintendent
Email: ckelley@op97.org

With a copy to:

Matthew J. Gardner
Robbins Schwartz
55 West Monroe, Suite 800
Chicago, IL 60603
Email: mgardner@robbins-schwartz.com

SCHEDULE 1

SERVICES, TERM AND FEES

1. Subject to the terms and conditions of the Agreement, during the Term, Provider shall provide or cause to be provided to Recipient the Services selected on this Schedule 1.

Service	Estimated Number of Surveillance Assays Per Week	Term (Insert Number of Weeks)	Fees (per Surveillance Assay)
PROVIDER WILL ANALYZE THE SURVEILLANCE ASSAYS AND PROVIDE RECIPIENT WITH THE RESULTS (AS DETAILED BELOW)	_____445_____	_____12__ Weeks Commencing: March 15, 2021 Expiration Date: June 4, 2021	$11 per Surveillance Assay* *In any week during the Term, in the event the actual number of Surveillance Assays received by Provider for processing on behalf of Recipient exceeds the Estimated Number of Surveillance Assays Per Week listed in this chart by 20% or more, then the Fee shall be increased to $13 per Surveillance Assay for each of the Surveillance Assays processed for such week in excess of the Estimated Number of Surveillance Assays Per Week listed in this chart.

Estimated Total Amount of Fees (Fees per Surveillance Assay multiplied by Estimated Number of Surveillance Assays per Week multiplied by the Number of Weeks in the Term)	Payment Schedule for Fees owed throughout the Term
$__58,740_____	Within 14 days after the Effective Date of this Agreement, Recipient will pay for the estimated number of Surveillance Assays for the initial four-

	week period (such initial 4-week period to commence 14 days after receipt of such initial payment) (the "Initial Four Week Period"). Thereafter, Recipient shall make payments to Provider every thirty days as an advance payment for the then subsequent four-week period, in an amount equal to the estimated number of Surveillance Assays for such subsequent four week period, with the first such payment (after the initial payment as detailed in the immediately preceding sentence) to be made no later than the date that is the last day of the Initial Four Week Period. By way of example, if the Effective Date of this Agreement is November 1, 2020, then Recipient shall pay Provider on or before November 15, 2020 for the estimated number of Surveillance Assays for the initial four week period, estimated to occur between December 1, 2020 and December 31, 2020; and then commencing on January 1, 2021 and on the first day of each calendar month thereafter, Recipient shall pay Provider in advance for the estimated number of Surveillance Assays for the then following four week period. If the actual number of Surveillance Assays performed in any four-week period is less than the total Estimated Number of Surveillance Assays Per Week listed above for such 4-week period, then the excess amount paid by Recipient shall be credited on the upcoming invoice up to but not in excess of 50% of the amount previously paid for such four-week period (it being agreed that Recipient shall guaranty and be required to pay to Provider, for each week of the Term, not less than an amount necessary to pay for 50% of the Estimated Number of Surveillance Assays Per Week listed above (the "Weekly Minimum Payment Amount") regardless of how many Surveillance Assays are performed by Provider in any such week during the Term). In the event the actual number of Surveillance Assays performed in any four-week period is greater than the Estimated Number of Surveillance Assays Per Week listed above for such four-week period, then Provider shall invoice Recipient for such excess amount on the next subsequent invoice which shall be promptly paid by Recipient together with the next subsequent payment. Provider and Recipient shall reconcile any payment amount owed to Provider or to be refunded to Recipient at the end of each calendar month and at the end of the Term (subject to any minimum fees herein required).

SUMMARY OF SERVICES

Provider will perform RT-LAMP surveillance for volunteer asymptomatic participants providing saliva samples procured by Recipient from their students and staff. Recipient shall be responsible for obtaining, maintaining and certifying receipt thereof to Provider of, at Recipient's sole cost and expense, all Consents and Provider shall have no obligation to perform any Surveillance Assay with respect to any Surveillance Participant for which a written Consent executed by the appropriate person has not been obtained, and it shall be a condition precedent to Provider's obligation hereunder to perform any Surveillance Assay with respect to any Surveillance Participant that Recipient shall have received a valid and binding Consent relating to such Surveillance Participant and Recipient shall have certified in writing to Provider receipt of all such Consents.

Recipient will provide all Surveillance Participants with labelled barcoded tubes in a process they will develop in consultation with Provider to allow Provider to use a barcode scanner to log in such barcode numbers; provided that in no event shall Recipient provide Provider with the identities, names, or other information concerning any of the individual Surveillance Participants. Provider will provide unlabeled

tubes to Recipient, which unlabeled tubes are included in the Fees described above. Recipient will manage the collection of saliva samples from participants through a collection mechanism of their choosing. Recipient shall be solely responsible, at its sole cost and expense, to (i) create a tracking log matching barcodes with the identity of each Surveillance Participant (which shall never be provided, delivered or shown to Provider), (ii) place the barcodes on each testing tube, (iii) distributing the testing tubes to all applicable Surveillance Participants, (iv) collecting all testing tubes with each applicable Surveillance Participant's saliva deposited in their individual test tube, (v) placing all such testing tubes in the carrying case (provided or otherwise approved by Provider), and (vi) delivering the carrying case containing all applicable testing tubes for all Surveillance Participants to Provider's facility at the agreed upon date and time.

Upon receipt of the weekly testing tubes from Recipient, Provider will perform RT-LAMP (Reverse Transcription-Loop Mediated Isothermal Amplification) surveillance assay on the same. Provider will provide all equipment and consumable reagents and labware and personnel necessary to perform these assays.

During any week during the Term, in the event Recipient delivers more testing tubes for Provider to surveille than the amount of Estimated Number of Surveillance Assays Per Week set forth above, then Provider cannot guarantee timely delivery of the results of the Surveillance Assays for such week and Provider shall not be liable or responsible for any delays in delivery of such results of the Surveillance Assays for such week in excess of the estimated amount.

The workflow of this surveillance assay protocol is as follows:

1) Recipient shall deliver the testing tubes to Provider with saliva samples already deposited therein and all barcodes placed in such testing tubes.
2) Individual testing tubes' barcodes will be scanned into the Provider's system using a barcode scanner to enter them into a spreadsheet to associate the barcodes with a daily sample number.
3) Individual testing tubes will be inactivated at 95 degrees C. This step inactivates any virus present in the sample. Following inactivation, the sample is safe to open.
4) Inactivated samples will be processed for RT-LAMP analysis in duplicate (such duplicate processing is included in the fees above). Assay results will be collected and maintained by Provider.
5) If a sample returns two positive results in duplicate test runs, this is viewed as a finding of potential clinical significance.
6) If a sample returns one of two positive results, the sample will be re-run in quadruplicate using the same or different primer probes. Any second positive result will be viewed as a finding of potential clinical significance. The cost of such quadruplicate follow up testing for any week during the Term will be included in the fees detailed above, up to an amount equal to 0.05% of the total Estimated Number of Surveillance Assays Per Week, and any sample that requires quadruplicate testing in excess thereof shall be charged to Recipient in an amount equal to the Fees per Surveillance Assay as detailed above, and such shall be due and payable with the subsequent invoice.
7) With respect to any finding of potential clinical significance, Provider will relay to the individual designated by Recipient below (the "Designated Individual") that the bar code associated with any such result should be referred to a CLIA certified lab for a diagnostic test. This Designated Representative will maintain a list associating each Surveillance Participant with a barcode, and the Recipient will then utilize the results of the Surveillance Assays as delivered by Provider as Recipient determines in its sole discretion (including whether to notify the Surveillance Participant, their parent or legal guardian as appropriate). Provider will not have access to such list to ensure participant and Surveillance Participant privacy. Recipient shall not provide any Surveillance Participants or their parents or legal guardians with any access to, or contact

information of, Provider and shall prohibit any Surveillance Participant, their parents or legal guardians from contacting Provider for any reason. Provider shall have absolutely no obligation or responsibility for providing the results of any Surveillance Assay to anyone other than Recipient, and shall have no obligation to provide the results of any Surveillance Assay to any applicable Surveillance Participant, and shall only have an obligation to recommend that any Surveillance Participant be referred to a CLIA certified lab for a diagnostic test.

8) Provider estimates that such recommendations and referrals to a CLIA certified lab for a diagnostic test shall be delivered to Recipient within twenty-four (24) hours of receipt of the testing tubes from Recipient and shall use commercially reasonable efforts to deliver the same to Recipient within such 24-hour period; provided that such delivery timeline is an estimate and Provider does not guaranty delivery of results within such time period and shall not be in default of this Agreement for failure to deliver results in such time period; provided further, that notwithstanding the foregoing to the contrary, with respect to any testing tubes received on a Friday or Saturday of any week, such estimated 24-hour period shall be expanded such that Provider shall use commercially reasonable efforts to provide Recipient with recommendations and referrals to a CLIA certified lab for a diagnostic test the following Sunday evening (after 5:00 pm).

In the event of any shortage of materials, supply chain delay issues or any other delays caused outside of the control of Provider, then Provider shall notify Recipient and the weekly surveillance assay program shall cease until such time as Provider notifies Recipient that such shortage or delays have ended (and Provider shall have no liability for any such shortages or delays). Recipient shall have no obligation to pay for any Surveillance Assay during such period unless such delays are caused by Recipient or if Recipient requests a temporary stoppage of the Surveillance Assays for any reason. Further, in such a case where Surveillance Assays are suspended for 10 days or more for any reason other than as caused or requested by Recipient, Recipient or Provider may terminate the Agreement and, within seven days after such termination, Provider shall refund Recipient for all previous payments made and not yet associated with a Surveillance Assay where results were provided in 24 hours (excluding the minimum payments due to Provider as herein provided).

RECIPIENT DESIGNATED INDIVIDUAL:

Name: _____

Email: _____

EXHIBIT A

CONSENT

Attached.

COVID-19 Student Consent and Waiver

Oak Park Elementary School District No. 97 (the "District") is offering a program to perform a non-diagnostic COVID-19 "RT-LAMP" surveillance assay ("Surveillance") as part of the District's efforts to maintain a safe environment for our school community. Participation in the Surveillance program is required for students to return to in-person instruction. This Surveillance is being used as one part of the District's overall safety protocols that includes masks, social distancing, cleaning, and other mitigation strategies.

In order to perform this non-invasive Surveillance, the student being screened (the "Surveillance Participant") will deposit a small amount of saliva in a sterile container at home. The container should then be wiped clean, placed in a sealable plastic bag, and returned to a designated location within the District's facilities where it will be collected. The saliva will then be screened for findings of clinical significance that would result in referral of a Surveillance Participant to a CLIA certified lab for a diagnostic test for the presence of COVID-19. Saliva samples will be used solely for the purpose of performing the Surveillance and then destroyed following surveillance in a manner appropriate for biological specimens. Individual results of the surveillance will not be published under any circumstances.

In the event the Surveillance indicates a potential presence of COVID-19, the individual will be referred to a CLIA certified lab for a diagnostic test. Surveillance Participants will not be contacted if the student receives a negative result.

Because of the ongoing public health crisis, the District will treat referrals to a CLIA certified lab for a diagnostic test using this surveillance tool the same way that the District will treat the outcomes of other surveillance measures it is using, such as symptom screening, temperature measurements, and observable COVID-19 like symptoms.

Thus, if the screener refers any participant to a CLIA certified lab for a diagnostic test, the individual will be required to stay home from school and quarantine until cleared through an FDA approved diagnostic test or otherwise until determined to be in compliance with the District's protocols which follow IDPH guidance on required quarantine and return to work/school protocols.

If you have any questions about the Surveillance, please contact _____ at the District or feel free to discuss the proposed surveillance with your physician.

By entering information below and submitting it to the District, you, individually and on behalf of your minor child, voluntarily consent and agree:

1. that you or your student will not be permitted to return to in-person instruction unless you or your student participate in this program; and

2. to participate in the non-diagnostic detection of a clinically significant finding that could indicate the presence of COVID-19; and

3. to participate in the collection of saliva for the sole purpose of running this program; and

4. to District employees or volunteers distributing Surveillance kits to you or your student at school or at your home; and

5. to the disclosure of referrals to a CLIA certified lab for a diagnostic test to the District Nurse's office which will be maintained as a student or medical record in the same manner that the District currently maintains other student or medical records such as immunizations and physicals; and

6. to acknowledge that the results of the Surveillance should not be used as the sole basis, or any definitive basis, to diagnose or confirm COVID 19 or inform infection status and that no surveillance is 100% accurate; and

7. that you hereby waive, release and discharge the District and its board of education, board members individually, officers, administrators, employees, agents, representatives and volunteers, and each of them, from all claims, demands, causes of actions, losses, liabilities and damages arising out of the Surveillance Participant's participation in the Surveillance, including but not limited to any inaccurate Surveillance results.

8. that you hereby agree to indemnify, defend, and hold harmless the District and its board of education, board members individually, officers, administrators, employees, agents, representatives and volunteers, and each of them, from all claims, demands, causes of actions, losses, liabilities and damages arising out of the Surveillance Participant's participation in the Surveillance, including but not limited to any inaccurate Surveillance results, and including but not limited to all claims brought by a third party related in any way to the Surveillance or the Surveillance Program.

9. to Safeguard Surveillance's (the company the District is utilizing to conduct the Surveillance) submission of overall aggregated program data (without any reference to any specific bar codes) relating to the Surveillance to the FDA, CMS, IDPH or other applicable governmental agencies to the extent required by such governmental agencies.

If at any time you choose to revoke consent as provided here, the District must receive revocation in writing indicating your desire to revoke your consent for you or your child to participate in the administration of the Surveillance as detailed here. If you or your student choose to revoke your consent, you or your student will not be allowed to attend in-person instruction and will be required to attend remote instruction.

* Required

1. Email address *

2. Student Name *

3. Student ID *

4. Parent Name (if student is under 18)- typing your name below constitutes your signature

5. Date *