



TMR Technology LLC

## STATEMENT OF WORK

[August 1, 2019]

This Statement of Work ("SOW") shall be attached to the Master Software License and Services Agreement ("Agreement") dated as of August 1, 2019 by and between Libertyville District 70 ("Client"), and TMR Technology, LLC, an Illinois limited liability company ("Contractor"). Terms used but not defined in this SOW shall have the meanings ascribed to them in the Agreement.

**EFFECTIVE DATE:** August 1, 2019

**TERM:** Contractor will provide the Track My Route service for the fall of 2019 through the spring of 2020. This service will begin on August 1, 2019 and end on June 1, 2020, which time period will constitute the initial Term of the Agreement. Client may extend the License and Term for the 2020-2021 school year, terminating on June 1, 2021, by sending written notice to Contractor on or before May 1, 2020, at the rate specified below.

**APPLICATION:** Track My Route

**CONSULTANT  
NAME:** Frank Bodi

**MAIN LOCATION:**

**FEES:** For the duration of service, August 1, 2019 to June 1, 2020, Client will pay a per student price, based upon how many students ride the bus. Contractor has agreed to charge a per-student price point of \$9.99 per student, per year for the 2019-2020 school year. Such a payment shall be due according to the dates specified on the invoice. Should Client choose to renew service for the 2020-2021 school year, the foregoing rate shall also be \$9.99 per student. Such payment shall be due prior to service renewal.

To indicate your acceptance of this SOW, please sign below where indicated. Return a copy of this SOW signed by you to us. A signed copy will be mailed to you.

If you have not already done so, you must also sign the Agreement, a separate instrument that governs your relationship with Contractor under this SOW. A copy of the Agreement is furnished herewith. Please sign and return it to us for our records. A signed copy of the Agreement will be mailed to you. We look forward to a productive relationship with you as a client of TMR Technology, LLC.

CONTRACTOR:

CLIENT:

TMR Technology, LLC

Signature: \_\_\_\_\_  
Name: Connor John Boundy  
Title: Manager

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



TMR Technology LLC

## MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This Master Software License and Services Agreement ("**Agreement**") is made as of August 1, 2019 ("**Effective Date**"), by and between **Libertyville District 70** ("**Client**"), and TMR Technology, LLC, an Illinois limited liability company ("**Contractor**"). Client and Contractor are sometimes referred to individually as a "**Party**" and collectively as "**Parties.**"

### RECITALS

- A. Contractor developed and owns a "Track My Route" software application ("**Application**"), which keeps parents and students of Client informed with accurate information about their school buses in the mornings and afternoons.
- B. Client desires to license the Application and avail itself from time to time of Contractor's training and support services for the Application; and
- C. Contractor desires to provide a license to use the Application and Contractor's services from time-to-time to Client upon the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **GRANT OF LICENSE AND RIGHTS.** Contractor grants Client a non-exclusive, non-transferable, license ("**License**") during the Term (as defined below) to download, install, and use the Application (including any custom modifications that might be created for Client), in executable form only on Client's busses, on its file servers for local or wide area networks, and on internet-connected devices used by Client and its authorized users, and to use the associated documentation provided by Contractor (the "**Documentation**") either in writing or electronically. Client may copy the Documentation to the extent necessary to exercise the foregoing license. Client shall reproduce Contractor's copyright notices and other proprietary notices on all copies of the Documentation, and all copies shall be subject to all terms, conditions, and obligations of this Agreement. Client may not, without prior written permission from Contractor, do (or allow or permit others to do) any of the following: (a) use, copy, modify, merge, or transfer copies of the Application except as provided in this Agreement, or use any backup or archival copies of the Application (or allow someone else to use such copies); (b) disassemble, decompile, or "unlock," reverse translate, or in any manner decode the Application for any reason; (c) use the Application, or permit it to be used, for any purpose other than bona fide District purposes; (d) allow any third party

,other than authorized users, to use or otherwise have access to the Application; (e) sublicense, lease, rent, sell, distribute, or transmit the Application; and (f) make any use whatsoever of the trademarks or trade names of Contractor.

2. **OWNERSHIP OF LICENSED SOFTWARE.** Client acknowledges that Contractor owns all rights in the Application and Documentation, including, copyright, trade secret, and trademark rights. Contractor continues to own the copies of the Application provided to or made by Client and its authorized users. Client's and its authorized users' rights to use the Application are specified in this Agreement, and Contractor retains all rights not expressly granted to Client in this Agreement. Client is not entitled to use the source code version of the Application. Nothing in this Agreement constitutes a waiver of Contractor's rights under United States or international copyright law or any other federal or state law. Client will take all reasonable steps to protect the Application from any use, reproduction, publication, disclosure, or distribution except as specifically authorized by this Agreement. Client shall not remove, alter, cover or distort any copyright notice, trademark or other proprietary rights notice placed by Contractor in or on the Application or Documentation and shall ensure that all such notices are reproduced on all authorized copies of the Application and Documentation made by Client.
3. **SERVICES.** Contractor shall provide all necessary customization and support services to enable District and its authorized users to use the Application and to ensure the Application provides the following core functions: (a) a secure login system for authorized users; (b) bus locations projected onto a map; and (c) push notifications to an authorized user as the bus approaches a stop ("**Services**"). Additional Contractor services may be specified in one or more Statements of Work executed by the Parties (each a "**Statement of Work**" or "**SOW**") attached hereto as Exhibit A.
4. **COMPENSATION.** As compensation for the License and Services during the Term, Client shall timely pay Contractor as provided in the applicable Statement of Work. No additional compensation shall be paid above and beyond the amount specified in the Statement of Work for any additional services performed by Contractor unless such services are first approved in writing by Client. Any such additional services that are pre-approved by Client in writing and performed by Contractor shall be deemed to become part of and incorporated into this Agreement, and Contractor's compensation shall be adjusted accordingly, unless the Parties execute a separate SOW or a different agreement for such additional services.
5. **DATE FOR PAYMENT OF INVOICES.** Client shall pay each invoice in full within forty-five (45) days after the date thereof. If Contractor does not receive all amounts from Client hereunder when due, any outstanding amounts shall bear interest at the greater of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Amounts received by Contractor hereunder shall first be credited against accrued and unpaid interest.

6. TAX OBLIGATIONS. As an independent contractor, Contractor shall be solely responsible for reporting and paying all income, employment, sales, use, and any other tax liabilities and obligations applicable to Contractor.
7. CONFLICT OF TERMS. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any SOW, the terms and conditions of this Agreement shall govern unless the SOW specifically references the section or sections of the Agreement being amended.
8. PROGRAMS, DATA, AND DOCUMENTATION. Subject to all applicable obligations and restrictions related to the disclosure of Confidential Information (as defined below), Client agrees to make available to Contractor, upon reasonable notice, computer programs, data, documentation and Client's Confidential Information required by Contractor to complete the Services. Specifically, Client shall provide: (a) information necessary to determine the bus stops and routes of the buses (Versatrans data, CSV files); (b) access to Zonar GPS tracking data for the buses; (c) notifications if any of the school buses are changed or have their routes shifted on the day that the change occurs (Example: Bus 6 broke down and has been replaced with bus 18); (d) promotion of the Application to parents and students who have smartphones on the Application buses; (e) the email addresses of every parent that is using the application; (f) notice to Contractor of changes in student ridership; and (g) assistance to Contractor to survey Application parents and students at the conclusion of the service and the end of each school year to gather the necessary data to determine key metrics. If the aforementioned responsibilities of the District are not timely met, then Contractor may delay the start of the Term or any portion thereof until Contractor and Client agree on an appropriate start date.
9. TERM. This Agreement shall commence on the Effective Date and will continue in full force and effect throughout the term specified in the SOW ("**Term**").
10. ADDITIONAL STATEMENTS OF WORK. The Parties may execute and attach to this Agreement additional Statements of Work, as the Parties deem mutually necessary from time to time, and shall be deemed to be incorporated and part of this Agreement. All Statements of Work must be attached to this Agreement as Exhibit A.
11. NON-EXCLUSIVITY. Client acknowledges that Contractor may be providing similar licenses and services for other clients. This Agreement does not prohibit Contractor from doing so, so long as Contractor complies with all applicable obligations and restrictions related to the disclosure of Confidential Information.
12. NON-DISCLOSURE. From time to time, either Party may disclose or make available to the other Party Confidential Information (as defined below) in connection with the transactions contemplated hereunder. Each Party agrees that during the Term and thereafter (a) it will use Confidential Information provided by the other Party solely for the purpose(s) for which it was disclosed and (b) it will not disclose Confidential Information provided by the other Party to any third party (other than its employees and

professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein). The Parties agree that except as necessary to perform their respective obligations hereunder or as otherwise expressly required by law, they will not publicly disclose any of the terms and conditions of this Agreement. If either Party is requested or ordered by a court of competent jurisdiction to disclose Confidential Information provided by the other Party, it will give the other Party prompt written notice of such request or order and, at the other Party's option and expense, resist such request or order to the fullest extent permitted by law. Each Party will promptly (i) return to the other upon request any Confidential Information provided by the other then in its possession or under its control and (ii) erase or otherwise destroy all computer entries containing any Confidential Information provided by the other then in its possession or under its control and provide the other Party a written certification of such erasure or destruction. Each Party further agrees promptly to return or destroy on request any documents, files, copies, summaries, digests, analyses, compilations, forecasts, studies, or any other information prepared by it, derived from, or based on Confidential Information provided by the other Party. Each Party acknowledges that all Confidential Information provided by or on behalf of the other Party will remain the exclusive property of the other Party. Any verbal or written public statement about a Party shall be approved by the other Party in advance and in writing. The foregoing shall not prevent either Party from making a public filing or statement required by law. In this Agreement, "**Confidential Information**" means, without limitation, all information pertaining to the business of Client and Contractor, including, but not limited to, the terms of this Agreement, any SOW, the Services, ideas, trade secrets, know-how, research and development, training, software, programs, hardware configuration information, business strategies and plans, marketing, drawings, designs, materials, parts lists, customer lists, consumer information, suppliers, contract terms, test criteria, financial information, intellectual property, and all other information or data of any kind or character relating to the business of Client or Contractor, including but not limited to, any invention, writing, idea, discovery, or improvement made or conceived by Client or Contractor directly or indirectly as a result of performing work for Client pursuant to this Agreement, whether or not reduced to writing, and which is not generally available to the public. Confidential Information shall not include (i) information that was already known to the receiving Party without the obligation of confidentiality prior to disclosure of it to the receiving Party by the disclosing Party; (ii) information that is disclosed to the receiving Party without the obligation of confidentiality by a third party who has the right to make such disclosure; (iii) information that is or becomes generally available to the public or within the public domain (other than as a result of a disclosure by the receiving Party in violation of this Agreement) and is obtained from public sources by the receiving part Party y; or (iv) information that can be shown by documentation to have been independently developed by the receiving Party without reference to any Confidential Information.

13. **PERSONAL INFORMATION SAFEGUARDS.** Contractor shall develop, maintain, and implement a comprehensive written information security program that complies with applicable privacy laws, including without limitation those referenced in Sections 26-28

below. Contractor's information security program shall include appropriate administrative, technical, physical, organizational, and operational safeguards, and other security measures designed to (a) ensure the security and confidentiality of Personal Information (as defined below); (b) protect against any anticipated threats or hazards to the security and integrity of Personal Information; and (c) protect against any actual or suspected unauthorized processing, loss, use, disclosure or acquisition of or access to any Personal Information. **"Personal Information"** means any information relating to an identified or identifiable individual (such as name, postal address, email address, telephone number, date of birth, Social Security number (or its equivalent), driver's license number, account number, personal identification number, health or medical information, or any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic or social identity), whether such data is in individual or aggregate form and regardless of the media in which it is contained, that may be (a) disclosed at any time to Contractor by Client in anticipation of, in connection with or incidental to the performance of Services for or on behalf of Client; or (b) derived by Contractor from the information described above.

14. **PERSONAL INFORMATION STORAGE.** Contractor will be holding all of the authorized users' login information and will not release that information to anyone outside of the administration of the Client for any reason. All of the authorized users' login information will be stored on Amazon's secure servers that only the Contractor and its development firm, SnapMobile, will have access to.
15. **MUTUAL REPRESENTATIONS & WARRANTIES.** Each of Client and Contractor represents and warrants that (a) it legally exists under the laws of the jurisdiction of its organization; (b) it has the authority and right to enter into this Agreement and doing so will not violate any other obligations it may have to third parties; and (c) this Agreement is enforceable against it in accordance with its terms and conditions.
16. **RETURN OF PROPERTY.** Upon termination of the Agreement or upon a Party's request at any other time, each Party will deliver to the other Party all of the requesting Party's property together with all copies thereof and any other material containing or disclosing any Confidential Information.
17. **RELATIONSHIP BETWEEN PARTIES.** The Parties do not intend that any agency, partnership or employment relationship be created between them by this Agreement.
18. **REPRESENTATIONS & WARRANTIES OF CONTRACTOR.** The Contractor represents and warrants to Client that Contractor shall perform its Services in compliance with or exceeding normal industry standards, and shall comply with all applicable federal, state, local laws, and regulations in effect as of the date of this Agreement and as they may exist from time to time. Contractor agrees to indemnify and hold Client harmless against any expenses, damages, costs, losses, or fees (including legal fees) incurred by Client in any suit, claim, or proceedings brought by a third party and which is based on facts which constitute a breach of the above warranties. Contractor also

represents that will comply with the policies and maintain the certifications described in Exhibit B attached hereto.

19. **LIMITED WARRANTY.** Contractor warrants that it has the right to license the Application to Client. Contractor warrants that the Application shall perform substantially in accordance with the Documentation during the Term. As Client's exclusive remedy for any material nonconformity or defect in the Application for which Contractor is responsible, Contractor shall attempt through reasonable effort to correct or cure such nonconformity or defect. However, Contractor shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Application if Client has made any changes whatsoever to the Application, if the Application has been misused or damaged in any respect, or if Client has not reported to Contractor the existence and nature of such nonconformity or defect promptly upon discovery thereof. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE APPLICATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, CONTRACTOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE APPLICATION WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.**
20. **INDEMNIFICATION.** Contractor at its expense will defend any action brought against Client to the extent that it is based on a claim that any Application infringes on a patent or copyright duly issued by the United States of America. Contractor will pay all damages and costs finally awarded against Client in such action, provided that Contractor is notified in writing of the existence of such claim against Client within seven (7) days of Client's receipt of such claim; and Contractor in its judgment receives the cooperation and assistance of Client in defending or settling said claim. However, Contractor will not defend nor otherwise indemnify Client against any lawsuit that arises as a result of Client commingling the Application with another product not manufactured or supplied by Contractor, or if such infringement claim is based upon a use of any of the Application for a purpose for which it was not designed. Contractor will have the option, at its expense, either to procure for Client, the right to continue using the Application or to replace or modify the Application so that it becomes non-infringing, or to refund the fee paid by Client for such Application amortized over three years.
21. **LIMITATION OF LIABILITY. BECAUSE THE APPLICATION IS INHERENTLY COMPLEX AND MAY CONTAIN ERRORS, THE CLIENT IS ADVISED TO VERIFY AND BACKUP ITS DATA. THE MAXIMUM CUMULATIVE LIABILITY OF CONTRACTOR FOR ALL CLAIMS RELATING TO THE APPLICATION, ANY THIRD-PARTY SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO**



CONTRACTOR UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY CLAIM BY ANY OTHER PARTY, ARISING FROM THE USE OR INABILITY TO USE THE APPLICATION EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. CONTRACTOR SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT CLIENT IS RESPONSIBLE FOR REASONABLE BACKUP PRECAUTIONS. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION. CLIENT ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED FOR THE APPLICATION AND SERVICES WOULD BE HIGHER.

22. INDEPENDENT CONTRACTOR STATUS. The Parties hereby acknowledge and agree that it is the intent of the Parties hereto that Contractor, its employees, and personnel are an independent contractor, and not an employee, agent, representative, party to a joint venture, or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of an employer and employee between the Client and Contractor, nor create any agency-in-fact or an implied agency rights by Contractor of Client.
23. PERSONNEL OF CONTRACTOR. Personnel of Contractor shall be and remain the employees of Contractor and Client shall incur no liability whatsoever for the wages, salaries, fringe benefits, and/or taxes of said personnel.
24. CONTRACTOR INSURANCE. At all times during the Term, Contractor shall procure and maintain, at its sole cost and expense, Commercial General Liability insurance with limits no less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate. The policy shall provide that such insurance carrier give Client at least thirty (30) days' prior written notice of any cancellation or non-renewal of, or material change in, the coverage, scope or amount of such policy and, prior to any such cancellation, non-renewal or material change in coverage. The insurance coverage shall protect against claims involving breaches of or hacks into the electronic data systems used and operated by the Client.
25. ILLINOIS SCHOOL STUDENT RECORDS ACT. Contractor agrees to abide by all dictates, protections, and requirements of the Illinois School Student Records Act (105 ILCS 10/1, *et seq.*) and the Federal Educational Rights and Privacy Act (20 U.S.C. §

1232g, *et seq.*) and to train all of its employees with access to any protected information in the requirements of the two Acts.

26. ILLINOIS DISCLOSURE LAWS. Contractor agrees to abide and comply with all Illinois laws related to the sharing and disclosure of information and to provide any records or copies of records to the Client as may be required by law.
27. ILLINOIS IDENTITY PROTECTION ACT. Contractor agrees to comply with and take responsibility under the Illinois Identity Protection Act (5 ILCS 179/1, *et seq.*) and to indemnify the Client against any claims under the Illinois Identity Protection Act for which Client is responsible or which occur due to Contractor's management of or access to Client or student information under this Agreement.
28. ILLINOIS PREVAILING WAGE ACT. Contractor agrees to comply with and take responsibility under the Illinois Prevailing Wage Act (820 ILCS 130/.01, *et seq.*) and to indemnify the Client against any claims under the Illinois Prevailing Wage Act for which Client is responsible or which occur due to Contractor's services under this Agreement.
29. BACKGROUND INVESTIGATIONS. Contractor acknowledges and agrees that it is responsible for undertaking adequate Screening Measures (as defined below) of its employees, agents, and subcontractors ("**Contractor Personnel**") prior to their performance of Services. Contractor will implement and administer a commercially reasonable substance abuse policy for Contractor Personnel. By assigning each Contractor Personnel to provide Services, Contractor represents and warrants that it has completed Screening Measures with respect to such Contractor Personnel and that such Screening Measures did not reveal any information that could adversely affect such Contractor Personnel's suitability or competence to perform Services. If a question exists as to whether a certain individual is suitable or competent enough to perform the Services, Contractor will discuss with Client the relevant facts and Client will determine, in its sole discretion, whether such person should be allowed to perform the Services. The term "**Screening Measures**" means reference checks, sex offender database checks, criminal background checks (including without limitation checks for any felony convictions within the last seven (7) years) and such other screening measures as a reasonably prudent employer would deem appropriate; provided, however, that nothing in this Section will be interpreted as authorizing or requiring Contractor to perform any screening activities that violate the federal Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964 or any other applicable law. Contractor will ensure that the substance and manner of any and all background checks performed by Contractor pursuant to this Section conform fully to applicable law. Client, in its sole discretion, will have the option of barring from any Client locations any person whom Client determines does not meet the qualification requirements set forth in the Agreement.
30. TIME PERIOD FOR BRINGING CLAIMS BASED ON CONTRACTOR'S LIABILITY. No legal or equitable action or claim by Client alleging a breach of this Agreement by Contractor or any subcontractor may be commenced more than one year

from and after the earlier of the date of occurrence or the date discovery should have been reasonably made of any such act or omission causing any such alleged breach.

31. **REPRESENTATIONS & WARRANTIES OF CLIENT.** The Client represents and warrants to Contractor that: (a) Client shall comply with all applicable federal, state, and local laws and regulations in effect as of the date of this Agreement and as they may exist from time to time; and (b) Client has no obligations to, agreements, and/or contracts with any other person or entity which are in conflict with or may hinder or prevent the Contractor from fully performing its obligations and paying the compensation due to Contractor under this Agreement. The Client agrees to indemnify and hold Contractor and its members, officers, managers, employees, and agents harmless against any expenses, damages, costs, collection costs, losses, or fees (including legal fees) incurred by Contractor in any suit, claim or proceedings brought by a third party and which is based on facts which constitute a breach of the above warranties.
32. **DEFAULT AND TERMINATION.**
- (a) **Breach.** If either Party breaches any of the terms of this Agreement, or defaults in any of its obligations hereunder, the other Party shall, at any time thereafter, notify the other Party in writing of such breach. If the breach is not cured within thirty (30) days after the date of the notice, this Agreement shall terminate. Notwithstanding the foregoing, if the Client breaches any of its confidentiality obligations, Contractor shall have the right to terminate this Agreement, without refund, immediately upon notice to the Client.
- (b) **Insolvency.** Either Party may immediately terminate this Agreement by giving written notice to the other Party in the event of (i) the liquidation or insolvency of the other party, (ii) the appointment of a receiver for the other Party, (iii) an assignment by the other Party for the benefit of its creditors, or (iv) the filing of a petition in bankruptcy by or against the other Party under any bankruptcy or state creditor's law.
- (c) **Effects of Termination.** Upon termination of this Agreement, Client will immediately terminate its and the authorized users' use of the Application and return to Contractor or destroy all copies of the Application and Documentation in its possession, and certify in writing that all copies of them have been returned or destroyed. Client shall thereafter make no further use of the Application. Termination of this Agreement shall not relieve either party of the obligations arising hereunder before termination, including without limitation payment and indemnification obligations arising prior to termination and the obligations of each party to keep the other party's Confidential Information confidential, all of which shall survive the termination of this Agreement. Neither party shall be liable for damages of any kind as a result of exercising its right to terminate this Agreement in accordance with its terms.
33. **NOTICES.** Any notices required or permitted to be given to a Party hereunder shall be in writing and shall be delivered or sent to such Party at its address given below or such other address as such Party may hereafter specify:

(a) if to Contractor:

TMR Technology, LLC  
1215 Lake Shore Drive  
North Barrington, Illinois 60010  
Attention: Connor John Boundy

(b) if to Client:

Libertyville District 70  
1381 W. Lake St.  
Libertyville, IL 60048  
Attention: Guy Schumacher

Notice shall be deemed given (a) when personally delivered to such Party; (b) when transmitted by facsimile or email (in each case, with confirmation of transmission) if sent during normal business hours of the recipient and on the next business day, if sent after normal business hours of the recipient; (c) after a nationally recognized overnight delivery service confirms the receipt; or (d) if mailing via certified mail, three (3) business days after mailing.

34. ENTIRE AGREEMENT. This Agreement, the Statement of Work (Exhibit 1), and any other duly executed agreements by and between the Parties specifically referencing this Agreement and attached hereto, sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement supersedes all previous discussions and agreements between the Parties.
35. HEADINGS. The headings to the various paragraphs hereof have been inserted for convenience only and shall not affect the meaning of the language contained therein.
36. AMENDMENT AND WAIVER. This Agreement may not be altered, modified, superseded, or amended and any of its terms waived except by written agreement signed by both of the Parties. Except as otherwise provided herein, the failure of either Party at any time to require performance by the other part of any provision hereof shall in no way affect the full right to require such performance at any time thereafter. Nor shall the waiver by any part of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
37. NO WAIVER. A Party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the Party granting such waiver.

38. **GOVERNING LAW.** This Agreement shall be controlled, construed, and enforced exclusively in accordance with the laws of the State of Illinois excluding its choice of law rules. Both Parties agree to submit exclusively to the personal and subject matter jurisdiction of an appropriate court located in Cook County, Illinois for resolution of all controversies arising out of or in connection with this Agreement.
39. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any provision of this Agreement, which shall remain in full force and effect.
40. **ATTORNEYS FEES.** Should Contractor bring any action to enforce this Agreement, or otherwise bring an action in connection with any breach of this Agreement, Contractor shall, in addition to any other relief, be entitled to an award of reasonable attorney fees and costs incurred in connection with any such action.
41. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument. For the purposes of this Agreement, a signature which is electronically transmitted by email, facsimile or another process that accurately transmits the original signature shall be considered an original signature.

IN WITNESS WHEREOF, this Master Software License and Services Agreement is executed by the Parties as of the Effective Date.

**Client:**

**TMR Technology, LLC**

Signature: \_\_\_\_\_

Name:

Title:

Signature: \_\_\_\_\_

Name: Connor John Boundy

Title: Manager

**Exhibit A**  
**Statement of Work**

See attached.

**Certificate Regarding Sexual Harassment Policy.** TMR Technology, LLC, (provider) does hereby certify (pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105)) that (he, she, it) has adopted a written sexual harassment policy that includes at a minimum the following information (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment utilizing examples; (iv) internal complaint process including penalty; (v) the legal recourse, investigate and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (viii) protection against retaliation as provided. Submitter further certifies that it will comply with the Illinois Human Rights Act implementing regulations required for all public contractors.

By: \_\_\_\_\_  
Authorized Agent

Date \_\_\_\_\_

**Illinois Human Rights Act Regulations. Provider shall be required to comply with the following provisions only if and to the extent they are applicable under the law.** The Provider agrees to *fully* comply with the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et. seq.*, including but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Provider further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et. seq.*, and rules and regulations promulgated thereunder. The following provisions are included in this contract pursuant to the requirements of the regulations of the of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code (*see* 44 Ill. Admin. Code 750.20). As required by Illinois law, in the event of the Lessor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the *Illinois Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Provider may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations. During the performance of this contract, the Provider agrees as follows:

- A. That will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Provider's obligation under the *Illinois Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Provider in its efforts to comply with such Act and Rules, the Provider will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.



E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the *Illinois Human Rights Act* and the Department's Rules.

F. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with *Illinois Human Rights Act* and the Department's Rules.

G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Provider will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontract fails or refuses to comply therewith. In addition, the Provider will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

By: \_\_\_\_\_  
Authorized Agent

Date \_\_\_\_\_

## **TMR TECHNOLOGY, LLC HARASSMENT POLICY**

**VIOLATION OF THIS POLICY PROHIBITING HARASSMENT WHICH AFFECTS THE WORKPLACE WILL SUBJECT AN EMPLOYEE TO DISCIPLINARY ACTION UP TO AND INCLUDING IMMEDIATE TERMINATION.**

No Harassment Policy – TMR Technology, LLC. is committed to providing our employees, subcontract consultants, and our customers with a work environment that is free of unlawful discrimination. As part of that commitment, we do not and will not tolerate harassment of our employees and subcontract consultants (henceforth “resources”) and our customers.

"Harassment" includes, but is not limited to verbal, graphic, or physical conduct relating to an individual's race, color, gender, sexual preference, religion, national origin, citizenship, age or disability.

"Sexual Harassment" in specific may take a number of forms all of which are prohibited by this policy. Sexual harassment may include, but is in no way limited to, the following:

Unwelcome sexual flirtations, sexual advances or propositions, requests for sexual favors, unwelcome or offensive touching, explicit, degrading or demeaning comments about another individual or his/her appearance, the display of sexually suggestive pictures or objects, telling suggestive jokes or making sexually suggestive comments or gestures or other offensive verbal, graphic or physical conduct of a sexual nature. Taking or the refusal to take any personnel action based on a resource's or submission to or refusal of sexual overtures. No resource should ever imply or even joke that an individual's "cooperation" with sexual overtures will have any effect on the individual's employment or contract status, assignment, compensation, advancement, career development or any other condition of employment or contract status.

All resources must avoid behavior which may even raise the implication of harassment. If your question whether or not something you do could be deemed harassment, the best choice would be not to perform that behavior.

1. If possible, tell the harasser that his or her actions are unwelcome and that they should stop.
2. Immediately notify your supervisor at TMR Technology, LLC. or Connor Boundy if you feel you cannot go to your supervisor. Supervisors must immediately report all incidents of suspected or reported incidents to their supervisors and corporate personnel director.
3. If additional incidents occur, immediately report them to the same individuals to whom you reported all prior incidents.
4. All reported incidents will be thoroughly investigated. Although TMR Technology, LLC. can not guarantee confidentiality, your complaint and the actions taken to resolve the complaint will be handled as discreetly as possible. This commitment, however, will always be weighted against our obligation to investigate and act upon reports of harassment.
5. No resource will be retaliated against for reporting an incident of harassment and immediate action will be taken should the alleged harasser engage in retaliation or any adverse treatment against the individual reporting the incident.

6. You should never assume that the organization is aware of your problem. It is your responsibility to bring your complaints and concerns to our attention so that we can help resolve them.

Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_