Exhibit H

ADDENDUM NO. 1a-1c, 2 to Agreement for Management of Information Technology Services

WHEREAS, Advanced Intelligence Engineering and Client desire to amend the Existing Agreement pursuant to the terms and conditions set forth herein.
NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

The Existing Agreement is hereby amended as follows:

1a. Exhibit F, 1a: Term of Agreement is amended by replacing the following sentences, "The term of this Agreement shall commence on the date that the Agreement is expected by the Parties (the "Commencement Date") and, unless terminated earlier as provided herein, shall expire one (1) year from the Commencement Date (the "Term")" with "The term of this Agreement shall commence on January 1, 2020 (the "Commencement Date") and, unless terminated earlier as provided herein, shall expire on December 31, 2020 (the "Term")."

1b. Section 21: Designated representation language is amended by replacing the following portion of the sentence, "The Park District hereby designates Adam Nirenberg and Michael Benard as the Park District's representative..." with "The Park District hereby designates Michael Benard and Rita Trainor as the Park District's representatives..."

1c. Exhibit G pricing shall remain in effect.

2. In all other respects, the Existing Agreement shall remain unchanged and in full force and effect in accordance with the terms thereof. In the event of any conflict between the terms of the Existing Agreement and the terms set forth herein, the terms of the set forth shall prevail and govern the interpretation of the agreement between the parties hereto.

IN WITNESS HEREOF, in consideration of the terms, conditions, and covenants herein, or attached and incorporated and made a part hereof, the Parties have executed this Agreement by having their representatives affix their signatures below.

Wheaton Park District

By: Michael Benard Signature: _____ Date: 12/11/19

Advanced Intelligence Engineering

By: Jeremy Wills Signature: _____ Date: 01-07-20

Exhibit G

Addendum to RFP: Information Technology Services

1 FIXED MONTHLY COSTS

Services	Description	Monthly Price	Changes?
Desktop Support (includes onsite support)	160 workstations	$5,600	*Additional 5 workstations $175/month*
Server Support	22 servers	$2,750	*Additional server $125/month*
Network Support – Headquarters	1 headquarters: Community Center (cameras, printers, vendor management)	$100	*N/A*
Network Support – Sites	10 site locations (cameras, printers, vendor management)	$500	*Additional location $50/month*
Network Support – Devices	Support for firewalls, switches and access points – 52 devices (35 Cisco / 17 Meraki)	$2,175	*Additional Cisco device $50/month Additional Meraki device $25/month*
Communications Support	Tier 1 support for up to 175 Phones	$525	*Additional 25 phones $75/month*
Data Backup	Cloud backup of up to 6TB appliance w/cloud restore	$590	TBD as data growth requires a larger appliance and more cloud storage
Antivirus	Managed antivirus software on all workstations and servers – Up to 182 agents	$364	*Additional agents $2.00/month*
Mail Archiving	30-year mail archiving service – Up to 200 Mailboxes	$380	*Additional mailbox $1.90/month*
Web Protection	Enterprise-level web protection on all	$364	*Additional web protection agent*

Services	Description	Monthly Price	Changes?
	computers, including URL - specific rules and safe surfing protection – Up to 182 agents		*$2.00/month*
Office 365	Exchange Online Plan 1 (Government Pricing) – Up to 200 licenses	$792.50	*Additional Exchange mailbox $3.45/month*
FIXED MONTHLY TOTALS		$14,139	

2 Other Costs

Services	Description	Price	Changes?
New PC Setup	Configuration, installation and testing of new computers onto the network	$250/computer	*Discounted from standard $300/computer*
Onsite Support	Onsite support as determined by AIE	INCLUDED	
Client Ticket Portal		INCLUDED	
Travel/Dispatch Charges		NONE	
*After Hours Support	Non-Business Hours: 5:31p-7:29a M-F, Weekends, 10 Standard Holidays*	$180/hr.	
Out of scope support	Normal Business Hours: 7:30am-5:30pm M-F Non-Business Hours: 5:31p-7:29a M-F, Weekends, 10 Standard Holidays*	$120/hr. $180/hr.	
Projects	Fixed Fee: Additions to existing network. Upgrades to network hardware, servers and/or server-based applications.	$180/hr.	

*The Park District agrees to purchase in advance, a 20-hour block of support, to be used for after-hours support calls. A new block will be purchased when the current block goes below a five-hour balance. AIE will discount each purchased block from the standard $180/hour to $162/hour.

**Standard Holidays include: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and following Friday, Christmas Eve, Christmas Day, and New Year's Eve.

AIE charges a minimum charge of 15 minutes for remote support calls, with time thereafter billed in 15-minute increments. AIE charges a minimum of 2 hours for onsite support calls, with time thereafter billed in 15-minute increments.

Wheaton Park District Managed Services - 2019 Review

This document serves to provide a summary of the services provided, projects completed, and incidents resolved during the past twelve months.

1 2019 AT A GLANCE

In 2019, we have...

- Closed 2,010 help desk tickets
  - First Response SLA percentage: 94%
  - Satisfaction Score: 4.86 out of 5
- Provided the following services as part of WPD's ongoing management:
  - Data backup & recovery using industry standard 3-2-1 best practices
  - Managed antivirus
  - SPAM filtering
  - Web content filtering
  - Email archiving
  - Network and server monitoring
  - Regularly scheduled maintenance
  - Secure password management
  - Network documentation
  - Cloud-based email through Microsoft Exchange Online
  - Vendor management to the following companies:
    - RecTrac / VSI
    - SpringBrook
    - GolfNow
    - Caterease
    - Digital Dining / Transform POS
    - Voyant
    - Imperial
    - Martin Whalen
    - SCS
    - Paylocity
    - PassPerfect
    - COEO and Comcast
    - Yamaha
- Deployed new onsite server to Arrowhead Golf Club
  - Installed lockable rack
  - Removed retired equipment from server room
  - Moved Digital Dining and GolfNow to new server as virtual machines
  - Added onsite domain controller to AGC infrastructure
  - Installed independent backup/DR for AGC servers
- Completed the IT build-out of the Central Athletic Center (pending renovation of the front entryway at the end of 2018)
- Completed clean-up of equipment racks in Community Center server room
- Deployed new host server at Community Center
- Deployed new Meraki switches at Community Center, Prairie and Dupage museum
- Implemented new COEO fiber links at Park Services Center, Arrowhead Golf Club, Prairie Office Building, Lincoln Marsh, and Dupage Museum
- Continued PC replacement plan to keep all computers on current operating systems and hardware
  - Continued deployment of Windows 10 throughout the network with new PC replacements

2 PROJECTS - COMPLETED

During the year 2019, we have implemented several major deployments on the WPD network.

2.1 NEW HOST SERVER

Early in 2019 AIE deployed a new host server in the datacenter at the Community Center to replace an older host server that failed. The new server has enough power to run the Park District's virtual servers by itself if necessary. Deployment of this server is part one of a two-part process that will include replacement of the two remaining old host servers with a single new server.

2.2 ARROWHEAD GOLF CLUB SERVER DEPLOYMENT

In May of 2019 AIE deployed a new server to Arrowhead Golf Club and installed it in a new, lockable 4-post rack. As part of the same project the various retired items were removed from the server room (including such items as the legacy Avaya phone system), and cable management was installed to facilitate better organization and air flow in the new rack. The GolfNow and Digital Dining servers were converted to virtual servers and moved to the new host server, and a new domain controller was installed to decrease dependency on the Community Center for access to various resources. A Datto backup and disaster recovery solution was also deployed to Arrowhead exclusively for the servers onsite there to use for backup. These improvements were implemented to increase the overall stability of the Arrowhead Golf Course network and to increase uptime for various critical systems in the event that the VPN link to the Community Center goes offline.

2.3 COMMUNITY CENTER RACK CLEANUP

Over the years the equipment racks in the datacenter at the Community Center had become highly disorganized, and retired equipment still resided in the racks. This greatly increased the difficulty of installing new devices in the racks and introduced the threat that devices could be inadvertently unplugged in the process of troubleshooting an unrelated system. AIE completed a project to correct these issues by organizing the cables and equipment in the racks and removing unneeded items. During the clean-up unused devices were removed and cable management was deployed to organize the installed infrastructure and cabling and to better facilitate access to the installed devices. The changes also facilitate a better airflow around the servers and other devices in the rack to provide more efficient cooling.

2.4 DEPLOYMENT OF NEW COEO FIBER

AIE completed go-live of COEO internet connections over fiber once the internet service provider's technicians had complete installation of the new links. These links will allow greater speed over the links in the even they are needed for backup links when the primary links go offline.

3 PROJECTS – UPCOMING

AIE plans to complete the following projects in the year 2020:

- Workstation replacements (as scheduled)
- Memorial Park renovation project (Q1-Q3)
- Retirement of RecTrac server following migration to VSI cloud (late 2020)
- Firewall replacements throughout Park District facilities (TBD)
- Other infrastructure improvements (TBD)

3.1 Major Incidents

In 2019 to date, AIE addressed 55 problem tickets for WPD. (Problem tickets are created for issues that impact multiple users across the district). The following is a summary of the more notable outages.

3.1.1 Connectivity issues at Prairie office building

Early in the year multiple incidents were reported in which users at the Prairie office building encountered intermittent connectivity issues. These issues impacted functionality of Springbrook software as well as connectivity to the shared drives on the network, preventing users from accessing most of their data.

Issues persisted intermittently during the spring and were traced to various isolated issues with the internet service provider and issues with the configuration of the host servers at the Community Center, and these were corrected. However, some stability issues remained with the network at Prairie. During replacements of the switches at Prairie in the late summer, a phenomenon known as a "switching loop" was discovered in the connections between the old switches which were being retired. The condition was corrected when the Meraki switches were installed, and there have been no further reports of widespread connectivity problems from the location since that time.

3.1.2 Windows 7 Computer Failures

In early February of 2019, multiple Windows 7 workstations throughout the Park District became inoperable due to slow performance. The suspected cause was that a Windows update had deployed automatically to the Windows 7 computers that either was released prematurely from Microsoft or was interacting negatively with other software installed on Park District computers. Since Windows 7 computers were scheduled to be replaced or upgraded throughout the Park District already in 2019, replacements for the affected computers were purchased and deployed where necessary. Those not replaced were upgraded to Windows 10.

3.1.3 Internet Down at Arrowhead Golf Club

In late May of 2019, an incident occurred in which both the primary and secondary internet links (from Comcast and COEO, respectively) failed simultaneously at Arrowhead Golf Club. This forces all internet usage to flow over the tertiary internet connection, which is not intended to carry the entire load of the Arrowhead site. The issue was traced to a significant internet outage that affected the backbone networks that both the primary and secondary internet connections at Arrowhead depend upon. AIE sent a technician and an engineer onsite immediately. The outage was fixed by the internet service provider within two hours, and AIE verified that all connectivity was restored and that applications were working as expected. (An issue similar to this occurred on Sunday morning, March 10th, and was resolved by the ISP in a similar timeframe.)

3.1.4 Northside Pool Outages

Following the opening day of Northside Pool in early June, severe instability was discovered in the Comcast internet connection to this site. Comcast replaced the modem and the problem subsided, but the issue returned just after the end of the season in August. Further investigation by Comcast lead to replacement of their lines entering the building at Northside, and the stability issues subsided after this was corrected.

3.1.5 Voicemail Access Issues

In September of 2019, multiple users throughout the Park District reported that they could no longer access their voicemail using their configured PINs. The issue was reported by AIE staff to the phone vendor (Voyant), who in turn identified that the voicemail passwords had expired, even though they were not configured to do so. Voyant reset the affected voicemail passwords, and the issue has not repeated since then.

AGREEMENT FOR MANAGEMENT OF INFORMATION TECHNOLOGY SERVICES

This Agreement for Management of Information Technology Services (the "Agreement") is made and entered into by and between the Wheaton Park District (the "Park District"), an Illinois unit of local government, and Advanced Intelligence Engineering, LLC ("Vendor"), an Illinois corporation, which hereinafter may be referred together as the "Parties" or individually as a "Party."

WHEREAS, the Park District desires Vendor to perform certain management of information technology services for the Park District, as detailed in the Park District's Request for Proposal dated June 22, 2015, attached and incorporated as **Exhibit A** ("RFP"), Vendor's Proposal dated July 16, 2015, attached and incorporated as **Exhibit B** (the "Proposal"), and the Addendum to Vendor's Proposal, attached and incorporated as **Exhibit D** ("Vendor's Addendum"), and Vendor desires to provide said services to the Park District described hereunder based on and subject to the terms and conditions set forth in this Agreement.

Section 1: MANAGEMENT OF INFORMATION TECHNOLOGY SERVICES.

Vendor shall provide the management of information technology services detailed in the RFP, the Proposal, and Vendor's Addendum (hereinafter referred to as the "Services"). The Park District may desire to have Vendor render additional services in connection with this Project other than those expressly provided for in the Contract Documents. Any additional services shall not commence unless authorized in writing by the Park District. Vendor shall perform the additional services in accordance with the standards for performance of the Services under this Agreement.

Section 2: CONTRACT DOCUMENTS.

The Contract Documents consist of this Agreement between the Park District and Vendor, the RFP, the Proposal, the Pricing Schedule, Updated 8/21/2015, attached to and incorporated as **Exhibit C** (the "Pricing Schedule"), Vendor's Addendum, Excluded Services, attached to and incorporated herein as **Exhibit E**, and any addenda issued prior to the execution of this Agreement and any modifications made in writing and endorsed by the Parties after the execution of this Agreement. All of the terms, conditions and specifications contained in the Contract Documents are incorporated herein. In the event of any conflict between any provision of the Proposal and this Agreement, the terms of this Agreement, **Exhibits C, D and E** shall control.

Section 3: TERM OF AGREEMENT.

The term of this Agreement shall commence on the date that the Agreement is executed by the Parties (the "Commencement Date") and, unless terminated earlier as provided herein, shall expire three (3) years from the Commencement Date (the "Term").

Section 4: SCHEDULE FOR PERFORMANCE OF VENDOR'S SERVICES.

Vendor's Services shall be performed in a timely manner and in accordance with the Contract Documents, as may be amended by the Parties in writing or in accordance with this Agreement.

Section 5: PERFORMANCE OF WORK.

Vendor agrees to perform faithfully, industriously, and to the best of Vendor's ability, experience, and talents, in accordance with generally accepted standards of professional skill and care among recognized industry experts engaged in similar services, all of the duties described in the Contract Documents or as otherwise required by the express and implicit terms of this Agreement or greater generally recognized industry standards in order to produce a first class work product and services of the type and scope contracted for under this Agreement, to the reasonable satisfaction of the Park District. Vendor shall perform all of its duties hereunder according to the Park District's requirements and procedures and in compliance with all applicable national, federal, state, county and local laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The Park District shall be the sole judge of whether Vendor's duties are performed satisfactorily. The duties of Vendor may be specified and modified from time to time by the Park District in writing.

Section 6: PAYMENT FOR SERVICES.

The Park District agrees to compensate Vendor for providing the Services in accordance with the Pricing Schedule. Payment shall be made by the Park District to the Vendor upon the Park District's receipt of an invoice itemizing the Services properly performed, as determined by the Park District, for the period covered by the invoice. The Vendor will invoice the Park District on a monthly basis. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*). Each invoice shall include a description of the Services completed to the date of the invoice and, with respect to any additional services included, the nature of the additional services as listed in the Proposal, the date those additional services were approved by the Park District, and the number of hours or portion thereof that were expended by each such person in the performance of the additional services.

Section 7: PAYMENT FOR ADDITIONAL SERVICES.

For the proper performance of any additional services, first approved in writing by the Park District, the Park District shall compensate Vendor in accordance with the Pricing Schedule.

Section 8: OWNERSHIP OF INSTRUMENTS OF SERVICE.

Any and all documents, including but not limited to, any plans, notes, analysis, and any other documents prepared by Vendor in the performance of its Services under this Agreement (hereinafter "Instruments of Service") is work done for hire and ownership of such Instruments of Service vests in the Park District. The Park District retains exclusive property rights including all common law, statutory, federal and other reserved rights in the Instruments of Services, including copyrights.

Section 9: PARK DISTRICT'S MARKS.

The "Park District's Marks" shall mean the Park District's name and trade or service marks, labels, designs, logos, trade names, product identifications, artwork and other symbols, devices, copyright and intellectual property rights directly associated with the Park District or any program, facility, special event of business of the Park District, whether existing on the date of execution of this Agreement or created thereafter. The Park District's Marks are and shall remain the Park District's property.

a) Vendor is hereby authorized to use the Park District's Marks for the Services during the Term of this Agreement, provided the Park District shall have the right to approve all such uses in writing in advance.

b) Vendor shall not use or permit the use of the Park District's Marks unless such use is authorized by this Agreement or such use is permitted by the prior written consent of the Park District.

c) The right to use the Park District's Marks is non-exclusive, non-assignable and nontransferable. All use by Vendor of the Park District's Marks shall inure solely to the benefit of the Park District.

Section 10: CONFIDENTIALITY.

The Parties agree that they will not permit the duplication or disclosure of any information designated in advance by the other Party as "Confidential and Proprietary" to any person (other than its own employee, agent, or representative who must have such information for the performance of that Party's obligations hereunder) unless such duplication, use or disclosure is specifically authorized in writing by the other Party or is required by law. "Confidential and Proprietary" information does not include ideas, concepts, know-how or techniques related to information that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Agreement. Likewise, "Confidential and Proprietary" information does not apply to information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality. In the event the Park District is required to release, in response to a Freedom of Information Act request, a document(s) labeled as Confidential and Proprietary by Vendor, Vendor shall pay for any defense to preserve the confidentiality of said document(s).

Section 11: TERMINATION.

a. This Agreement may be terminated or suspended by the Park District, in whole or in part, for convenience and without cause upon five (5) days prior written notice. This Agreement may be terminated or suspended by Vendor, in whole or in part, for convenience and without cause upon thirty (30) days prior written notice. In the event of termination, Vendor will be paid for all approved Services properly rendered to the date of termination, and upon such payment, all obligations of the Park District to Vendor under this Agreement shall cease. Furthermore, in the event of such termination, Vendor shall promptly deliver to the Park District all Instruments of Service generated in the performance of its Services under this Agreement up to and including the date of termination.

b. The Park District shall have the right to terminate this Agreement immediately: i) upon Vendor's failure to cure or to commence to cure any breach or default of its obligations hereunder within five (5) days after written notice from the Park District of Vendor's said breach or default; ii) if Vendor ceases operation without a successor approved by the Park District in accordance with Section 18; or iii) upon Vendor's violation of any federal or state laws, or local regulations or ordinances. Upon termination due to Vendor's breach of this Agreement, Vendor shall pay the Park District all reasonable costs incurred by the Park District due to said breach.

The Park District shall also have the right to immediately terminate this Agreement if Vendor is adjudged as bankrupt, or if Vendor makes a general assignment for the benefit of Vendor's creditors, or if a receiver is

appointed on account of Vendor's insolvency, or if any provision of the bankruptcy law is invoked by or against Vendor.

In the event of such termination in accordance with this Section 11.b, payment to Vendor of any sums earned to the date of such termination shall be in full satisfaction of any and all claims by Vendor against the Park District under this Agreement, and acceptance of sums paid by Vendor shall constitute a waiver of any and all claims that may be asserted by Vendor against the Park District. Furthermore, in the event of such termination, and as a condition of payment by the Park District of any Services performed by Vendor, Vendor shall promptly deliver to the Park District all Instruments of Service generated in the performance of their Services under this Agreement up to and including the date of termination.

c. If either Party terminates this Agreement, Vendor will assist the Park District in the orderly termination of the Services, including timely transfer of the Services to another designated provider (collectively, the "Termination Services"), if requested by the Park District. If this Agreement is terminated by the Park District for convenience in accordance with Section 11.a, above, and the Park District requests the Termination Services, the Park District: i) agrees to pay Vendor the actual and reasonable costs of rendering the Termination Services; and ii) is responsible for the return of Vendor's equipment to Vendor's business offices, and any shipping, delivery, handling, or mileage costs associated therewith. In the event this Agreement is terminated for any other reason other than for the Park District's convenience in accordance with Section 11.a, the Park District shall not pay any costs for any Termination Services provided by Vendor or be responsible for the return of Vendor's equipment to Vendor's business offices, or for any shipping, delivery, handling, or mileage costs associated therewith.

d. In the event the Park District suspends the Services for convenience: i) Software as a Service, as defined by Vendor's Proposal, will be unavailable in whole or in part; ii) support from Vendor will be unavailable in whole or in part; and iii) reduced rates will not apply during a suspension.

e. Except if the Park District requests Termination Services in accordance with Section 11.c, above, immediately upon the termination of this Agreement, support from Vendor will no longer be available and all of Vendor's software and tools will be permanently removed from the Park District's devices.

Section 12: INSURANCE.

Vendor shall procure, keep in full force and effect, and maintain at its sole cost and expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, intellectual property claims, and any third party intellectual property claims, which may arise from or in connection with the performance of the Services hereunder by the Vendor, its agents, representatives, employees, or subcontractors. The Park District shall be named as the certificate holder and the Park District, its elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on the Vendor's Commercial General Liability policy on the Certificate of Insurance.

Vendor shall obtain insurance of the types and in the minimum amounts listed below.

A. Commercial General and Umbrella Liability Insurance. Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises,

operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured Agreement (including the tort liability of another assumed in a business Agreement). The Park District, its elected and appointed officials, employees, agents and volunteers shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Professional Liability Insurance. Vendor shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,00 for each wrongful act arising out of the performance or failure to perform professional services and $1,000,000 aggregate.

C. Business Auto and Umbrella Liability Insurance. Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 for each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance. Vendor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than $1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease. If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, Vendor waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to Vendor's work.

E. General Insurance Provisions

(1) Prior to beginning any services, Vendor shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for thirty (30) days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

(2) Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

(3) Cross-Liability Coverage. If Vendor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(4) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

Section 13: INDEMNIFICATION.

To the fullest extent permitted by law, Vendor, its officers, director, employees, volunteers and agents shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, suits, damages, causes of action, judgment, losses, costs and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in connection with the Services performed by Vendor, its officers, directors, employees, volunteers and agents under this Agreement, including but not limited to any accident, injury, damage, property loss or theft, except to the extent caused by the negligence or omission of the Park District, or arising from or in any way connected with any act, omission, wrongful act or negligence of Vendor, its officers, director, employees, volunteers and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to the Park District. Vendor shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Vendor's breach of any of its obligations under, or Vendor's default of, any provision of this Agreement.

Section 14: NO INFRINGMENT.

Vendor warrants that the products used for the Services and any parts thereof will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Vendor agrees to indemnify, defend and hold Park District harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Park District in connection with any such infringement claim by any third party, provided however that Park District permits Vendor all available information, assistance and authority to enable Vendor to do so. Vendor further warrants that if Park District is enjoined from using any products provided by Vendor due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Vendor's option, Vendor shall promptly either: (i) procure for the Park District, at Vendor's expense, the right to continue using said product; or (ii) replace or modify the product, at Vendor's expense, so that the product becomes non-infringing.

Section 15: NO LIABLITY.

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Vendor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Vendor's Services and obligations under this Agreement. The Park District is not liable for acts or omissions of Vendor or any of Vendor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Vendor. Vendor is not responsible for problems that occur as a result of the use of any third-party software or hardware that the Park District contracts for separately with other vendors unless said problems occur due to Vendor's negligent acts or omissions.

Section 16: LIQUIDATED DAMAGES FOR HIRING VENDOR EMPLOYEES.

If, during the Term of this Agreement or for twelve months thereafter, the Park District directly retains the services (whether as an employee, independent contractor or otherwise) of any current employee of Vendor who has provided Services to the Park District on behalf of Vendor, the Park District agrees that Vendor will be damaged, but that the amount of this damage will be difficult to determine. Accordingly, the Park District agrees that for each such Vendor employee hired by the Park District, the Park District will pay Vendor Twenty-five Thousand Dollars ($25,000) as liquidated damages. Notwithstanding the foregoing, for the purposes of this section, "employee of Vendor" shall include only employees of Vendor who provide Services to the Park District and shall not include employees of Vendor who have not provided any Services to the Park District nor any accountants, attorneys, other independent contractors of Vendor who provide services to Vendor itself.

Section 16: INDEPENDENT CONTRACTOR.

The relationship between Vendor and the Park District is that of an independent contractor. Vendor shall supply all personnel, equipment, materials, and supplies at its own expense, except as specifically set forth herein. Vendor shall not be deemed to be, nor shall it represent itself as, employees, partners, or joint venturers of the Park District. Vendor is not entitled to workers' compensation benefits or other employee benefits from the Park District and is obligated to directly pay federal and state income tax on money earned under this Agreement.

Section 17: NO THIRD PARTY BENEFICIARY.

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Vendor, and/or any of their respective officials, officers and/or employees.

Section 18: NON-ASSIGNMENT.

Vendor shall not assign any of its obligations under this Agreement without the Park District's prior written consent, which may be granted or withheld in the Park District's sole discretion.

Section 19: NO CONFLICT OF INTEREST.

Vendor represents and warrants that Vendor does not have a business interest or a close family relationship with any Park District officer or employee who was, is, or will be involved in Vendor selection, negotiation, drafting, signing, administration, or evaluating Vendor's performance. As used in this section, the term "Vendor" shall include any employee of the Vendor who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a Park District officer or employee described above.

Section 20: KEY PERSONS/NO SUBCONTRACTS.

Vendor shall not transfer or reassign any individual designated in this Agreement as essential to performing the Services, without the express written consent of the Park District, which consent shall not be unreasonably withheld. If, during the Term of this Agreement, any such individual leaves the Vendor's employment, Vendor shall present to the Park District one or more individual(s) with greater or equal qualifications as a replacement, subject to the Park District's approval, which shall not be unreasonably withheld. The Park District's approval shall not be construed to release Vendor from its obligations under this Agreement.

Furthermore, Vendor shall not subcontract with any third party to perform any of the Services and understands and agrees that the Park District is hiring Vendor for its knowledge and experience in the field of management of information technology services.

Section 21: DESIGNATED REPRESENATIVIES.

The Park District hereby designates #1 Adam Nisenberg VP 96 / Michael Berard #2 as the Park District's representative ("Park District's Representative") for all matters for the Park District under this Agreement and with respect to the administration of this Agreement. The Park District's Representative shall be available to Vendor at all reasonable times for consultation with Vendor. Vendor shall confirm to the Park District in writing any decision made by the Park District's Representative. Vendor hereby designates _____ as the Vendor's Representative ("Vendor's Representative") for all matters for Vendor under this Agreement and with respect to the Services to be performed by Vendor for the Park District. Vendor's Representative shall be available to the Park District at all reasonable times for consultation with the Park District's Representative. The Park District may conclusively rely on the decisions made by Vendor's Representative, including those which modify this Agreement. Either Party may change its Representative under this Agreement by giving notice to the other Party as provided hereunder.

Section 22: DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement concerning Vendor's performance shall first be resolved through negotiations, if possible, between each Party's Designated Representative as specified in Section 21 of this Agreement. If such officials do not agree upon a decision within a reasonable period of time, the Parties may pursue other legal means to resolve such disputes.

Section 23: CHOICE OF LAW AND VENUE.

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois. In any suit or action arising under this Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

Section 24: COMPLIANCE WITH LAWS, STANDARDS.

Vendor shall comply with all federal, state and local laws, rules and regulations and shall obtain at Vendor's own cost and expense all permits and licenses which may be required in order for Vendor to provide the Services. In providing the Services, Vendor shall ensure that the Park District is compliance with all Payment Card Industry Data Security Standards, all other applicable data security standards, all applicable laws, rules and

regulations regarding identity protection, cyber security, and any other laws, rules, regulations or applicable to the safety and security of information stored and transmitted electronically.

Section 25: MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each of the Parties hereto.

B. Successors and Assigns: The provisions, covenants and conditions in this Agreement shall bind the Parties, their legal heirs, representatives, successors, and assigns.

C. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.

D. Severability: If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

E. Waiver: No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the Park District of any performance by Vendor after the time the same shall have become due nor payment to Vendor for any portion of the Services shall constitute a waiver by the Park District of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the Park District in writing.

F. Entire Agreement: This Agreement, along with any exhibits and attachments, constitutes the entire agreement between the Parties with respect to the Services. No verbal agreement or conversation between any officer, agent, associate or employee of the Park District and any officer, agency, employee or associate of Vendor prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.

G Negotiated Agreement: The Parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship thereof.

H. Headings: The various headings used in this Agreement as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section which they appear.

I. Notices: All notices, demands, requests, exercises and other communications required or permitted to be given by either Party under this Agreement shall be in writing and:

(a) shall be sent by personal delivery, in which case notice shall be deemed delivered on the date of receipt by the other Party; or

(b) shall be sent by facsimile or e-mail if a copy of the writing is also sent by United States Certified Mail, pursuant to subparagraph (d) below, in which case notice shall be deemed delivered on the date and at the time of transmittal by facsimile or e-mail, provided that a transmission report is generated that reflects the accurate transmission date and time of the writing; or

(c) shall be sent by a nationally recognized overnight courier, in which event notice shall be deemed delivered one (1) business day after deposit with that courier; or

(d) shall be sent by United States Certified Mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the United States Mail.

All such notices shall be addressed as follows:

If to the Vendor:

Attn:
Advanced Intelligence Engineering, LLC
211 E. Illinois St.
Wheaton, IL 60187
Phone: 630-936-4045
Fax: 815-346-5342

If to the Park District:

Attn: Executive Director
Wheaton Park District
102 E. Wesley Street
Wheaton, IL 60187
Phone: 630-510-4955
Fax: 630-665-5880

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the Parties have executed this Agreement by having their representatives affix their signatures below.

Wheaton Park District

By _____ 10/7/15

Signature Date

Michael J. Bernd Executive Director

Printed Name | Title

Advanced Intelligence Engineering, LLC

By _____ 10-01-15

Signature | Date

JEREMY WILLS PRINCIPAL

Printed Name | Title

#643042

Exhibit C
Final Pricing

Addendum to
RFP: Information Technology Services

Advanced Intelligence Engineering, LLC | Wheaton, IL

1 PRICING

1.1 FIXED MONTHLY PRICE

Services	Description	Monthly Price	Changes?
Desktop Support (includes onsite support)	140 workstations	$4900	*Additional 5 workstations $175/Month*
	Premium for XP Machines (3)	$0	*Reduce agreement by $0/Month per XP Machine removed*
Server Support	31 Servers	$3875	*Additional server $125/Month*
	Premium for 2003 Servers (3)	$150	*Reduce agreement by $50/Month per 2003 Server removed*
Network Support	10 locations (cameras, printers, vendor management) 42 Cisco Network Devices	$2650	*Additional location $50/Month* *Additional Cisco Device $50/Month*
Communications Support	Up to 125 Phones	$375	*Additional 25 phones $75/Month*
FIXED MONTHLY TOTALS		$11,950	
Without Out of Support Devices		$11,800	

1.2 OTHER COSTS

Services	Description	Price
Onboarding Fee	See Section 17: Onboarding Methodology	$10,000
Data Backup	Cloud backup of up to 3TB ($375/month value!)	INCLUDED
Antivirus	Enterprise antivirus software on all workstations and servers ($513/month value!)	INCLUDED

10/7/15

10-05-15
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Services	Description	Price
SPAM Filtering	Enterprise-level SPAM filtering on mailboxes ($280/month value!)	INCLUDED
Web Protection	Enterprise-level web protection on all computers, including URL specific rules and safe surfing protection ($280/month value!)	INCLUDED
Onsite Support	Onsite presence estimated at an average of three days per week	INCLUDED
Client Ticket Portal		INCLUDED
Travel/Dispatch Charges		NONE
After Hours Support	Non-Business Hours: 5:31p-7:29a M-F, Weekends, 10 Standard Holidays*	$162/hr
Out of scope support	Normal Business Hours: 8am-6pm M-F Non-Business Hours: 6:01p-7:59a M-F, Weekends, 10 Standard Holidays*	$108/hr $162/hr
Projects	Fixed Fee: Additions to existing network. Upgrades to network hardware, servers and/or server-based applications.	$162/hr

*Standard Holidays include: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and following Friday, Christmas Eve, Christmas Day, and New Year's Eve.

AIE charges a minimum charge of 15 minutes for remote support calls, with time thereafter billed in 15 minute increments. AIE charges a minimum of 2 hours for onsite support calls, with time thereafter billed in 15 minute increments

10/7/15

10-05-15

1.3 Alternate Option – Server Upgrade Inclusion

Services	Description	Monthly Price	Changes?
Desktop Support (includes onsite support)	140 workstations	$4900	*Additional 5 workstations $175/Month*
	Premium for XP Machines (3)	$0	*Reduce agreement by $0/Month per XP Machine removed*
Server Support	28 vendor-supported servers	$7000	*Additional server $250/Month*
	3 Windows Server 2003 servers	$900	*Reduce agreement by $50/Month per 2003 server removed (upgrade not included)*
All-in server support includes up to one upgrade every four years for each server. Upgrade includes upgrade labor for hardware, operating system from vendor-supported operating system to newer operating system, and migration of existing applications to the new server. Upgrade does not include upgrading out-of-support operating systems, application upgrades, or new application installs.			
Network Support	10 locations (cameras, printers, vendor management) 42 Cisco Network Devices	$2850	*Additional location $50/Month* *Additional Cisco Device $50/Month*
Communications Support	Up to 125 Phones	$375	*Additional 25 phones $75/Month*
FIXED MONTHLY TOTALS		$16,025	
Without out-of-support devices		$15,875	

Exhibit D

Vendor's Addendum

(a) *Software as a Service*

Vendor will provide the Park District with access to professional grade, industry standard IT management tools for backup, antivirus, monitoring, and remote access, as defined by Vendor's Proposal.

This includes ongoing monitoring and security alert services of all devices indicated in the Pricing Schedule. Vendor will provide scheduled reports as well as document critical alerts, scans and event resolutions to the Park District. Vendor will provide the Park District with a client portal to view alerts, remote take control software, automatic patch software, and options for data backup and automatic antimalware. Those backup and antimalware software services that are included in this Agreement are set forth in the Pricing Schedule.

Vendor agrees to be a reseller in good standing with the vendors of the software provided. Vendor reserves the right to change software vendors at Vendor's cost with 30 days' prior written notice to the Park District. Patch schedules, alert thresholds, and antimalware settings are set at the time of account setup. Vendor reserves the right to change reporting setup at its discretion, with 30 days prior written notice to the Park District. Any Park District requested changes to these settings will incur charges as set forth in Vendor's Proposal.

(b) *Remote Management / Troubleshooting / Help Desk*

Vendor will provide Remote End-Point Device Management, Help Desk, and Troubleshooting, and Remote Network & Server Management and Troubleshooting, as defined in Vendor's Proposal, at the rates defined in Vendor's Proposal.

Support must be requested by the means of contact specified in Section (d) below. Each support request will be assigned a Trouble Ticket number for tracking. Monitoring Services automatically generate Trouble Tickets in Vendor's system for alerts. Should a problem be discovered by alert software, Vendor will make every effort to resolve the issue in a timely manner.

Vendor will respond to the Park District's Trouble Tickets as specified in Vendor's Proposal. Support for locations and devices covered under this Agreement will be billed at the rates designated in the Pricing Schedule.

(c) *Onsite Support*

When the Park District has requested support on a Trouble Ticket, Vendor will make a best effort to solve the problem remotely. If the problem cannot be resolved remotely after one hour of troubleshooting, Vendor reserves the sole right to determine if the problem requires an onsite service call for further resolution. The Park District has the right to decline the service call; if the service call is declined by the Park District, Vendor is not obligated to continue supporting that Trouble Ticket remotely, and shall not be held liable for any damages as a result of the Park District declining support. In either event, the Park District is still responsible for all support charges associated with actual work performed.

(d) *Means of Contact:*

The Park District's contact for requested service is initiated by in-person request, telephone call to Vendor's service desk (630-936-4045, ext. 3), ticket submission through client access portal, or email to designated service email account(s) (support@aie195.com) only.

Coverage: All services qualifying under these conditions are as specified in Vendor's Proposal. Hardware costs of any kind are not covered under the terms of this Agreement.

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Exhibit E

Excluded Services

This Agreement covers only those services defined in Vendor's Proposal and selected in the Pricing Schedule. The Parties must mutually agree in writing to the equipment and services the Park District may want to add to this Agreement after the Commencement Date. The addition of equipment and services not listed in the Pricing Schedule at the signing of this Agreement, if approved by the Parties in writing, shall result in an adjustment to the Park District's monthly charges.

Services rendered under this Agreement does not include:

(a) Support for any device not meeting minimum support requirements as outlined in Vendor's Proposal.

(b) Support for any device not covered under this Agreement as defined in Vendor's Proposal, including devices on the network but not covered under this Agreement, or service and repair made necessary by such a device.

(c) Operating system upgrades on PCs or end-point devices on existing hardware.

(d) Any server or network equipment upgrades.

(e) Labor required to add new devices (virtual or physical) to this Agreement (i.e., added workstations, added network equipment, additional servers, network re-architecting, etc.).

(f) Hardware support for any device outside of vendor warranty.

(g) The cost of any parts, equipment, or shipping charges of any kind.

(h) The cost of any software, licensing, or software renewal or upgrade fees of any kind.

(i) The cost of any 3rd Party vendor or manufacturer support or incident fees, unless such costs are required to remedy Vendor's negligent act or omission in performing the Services.

(j) The cost to bring the Park District's environment up to minimum standards required for Services.

(k) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions beyond the control of Vendor.

(l) Service and repair made necessary by the alteration or modification of equipment other than that authorized by Vendor, including alterations, software installations or modifications of equipment made by the Park District's employees or anyone other than the Vendor.

(m) Service or repair made necessary by intentional willful or wanton acts on the part of a Park District employee, or by the Park District's intentional failure to follow best practices as clearly recommended by Vendor in writing.

(n) Maintenance or upgrades of applications software packages, whether acquired from Vendor or any other source, unless as specified in Vendor's Proposal.

(o) Programming (modification of software code) and program (software) maintenance, unless as specified in Vendor's Proposal.

(p) Training services of any kind.

(q) Any services for which the Park District requires Vendor to possess specific certification.

(r) Any services Vendor considers specialty services or project services and not included as part of the Services. Such services that fall out of scope of this Agreement will be communicated to the Park District on a case-by-case basis.

Exhibit F

ADDENDUM NO. 1a-1c, 2 to Agreement for Management of Information Technology Services

WHEREAS, Advanced Intelligence Engineering and Client desire to amend the Existing Agreement pursuant to the terms and conditions set forth herein.
NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

The Existing Agreement is hereby amended as follows:

1a. Section 3: Term of Agreement is amended by replacing the following sentences, "The term of this Agreement shall commence on the date that the Agreement is expected by the Parties (the "Commencement Date") and, unless terminated earlier as provided herein, shall expire three (3) years from the Commencement Date (the "Term")" with "The term of this Agreement shall commence on the date that the Agreement is expected by the Parties (the "Commencement Date") and, unless terminated earlier as provided herein, shall expire one (1) year from the Commencement Date (the "Term")".

1b. Section 11a: Termination and suspension language is amended by replacing the following sentence, "This agreement may be terminated or suspended by the Park District, in whole or in part, for convenience and without cause upon five (5) days prior written notice." with "This agreement may be terminated or suspended by the Park District, in whole or in part, for convenience and without cause upon thirty (30) days prior written notice."

1c. Addendum to RFP: Information Technology Services: The fixed monthly pricing as listed in the existing agreement as Exhibit C, 1 Pricing, 1.1 Fixed Monthly Pricing shall be amended to the following pricing schedule as listed in Exhibit G:

2. In all other respects, the Existing Agreement shall remain unchanged and in full force and effect in accordance with the terms thereof. In the event of any conflict between the terms of the Existing Agreement and the terms set forth herein, the terms of the set forth shall prevail and govern the interpretation of the agreement between the parties hereto.