

INFORMATION TECHNOLOGY CONSULTING AND SUPPORT AGREEMENT

This Information Technology Consulting and Support Agreement (the "Agreement") is made as of _____, 2018 by and between GAD Group Technology, Inc., herein referred to as ("Company"), an Illinois corporation having its principal office at 440 W Boughton Rd. Bolingbrook, IL 60440, and the Village of Romeoville herein referred to as ("Village") located at 1050 W. Romeo Road, Romeoville, IL 60446.

WITNESSETH:

WHEREAS, Company is in the business of providing information technology consulting and support services; and

WHEREAS, Village desires to retain Company and Company desires to perform the certain information technology consulting and support services, including the "IT Audit Services" and the "IT Administrative Services" all as set forth in Exhibit A, a copy of which is attached hereto and incorporated herein, and with all such services (collectively, the "Services") to be provided as hereinafter set forth upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. Engagement and Services. Subject to the terms and conditions hereinafter set forth, Village hereby retains Company, as an independent contractor, and Company hereby agrees to provide the Services. Company shall perform the Services hereunder through its independent contractors, agents or employees. Any additional services substantially different in character than the Services shall be negotiated between the parties on a case by case basis and memorialized by the Company's presentation to Village of a written proposal therefor, and the Village's acceptance of the same, which shall be evidenced by the Village Manager or his designee signing a copy of such written proposal. Company acknowledges that in consideration of the fees payable by Village to Company under Section 2 of this Agreement, that Company, through its independent contractors, agents or employees, shall provide the Village with sufficient professional services during the term of this Agreement so as to permit the performance of Services in such a time and in such a manner as is satisfactory to Village.

Village and Contractor shall consult with each other during the term of this Agreement regarding scheduling the performance of Services hereunder, and acknowledge that they

anticipate that Contractor will be able to perform a significant portion of the Services remotely from its own facilities, but that in the event that Contractor shall be required to perform Services at the Village's facilities, Contractor shall not be entitled to any additional charges therefor from the Village. The parties further acknowledge that some aspects of the Services may from time to time be required outside of normal business hours or on an emergency basis, and Contractor accordingly agrees to provide Services upon request of the Village on a twenty-four hour per week, three hundred and sixty five days per year basis without being entitled to any additional charges for such "off hours" performance of Services. Village understands that it may be necessary to provide remote access to Company to perform such services.

2. Fees. Each month during the term of this Agreement, Village shall pay a monthly invoice to the Company for the Services in the amount of \$4,500.00. Any services other than the Services that are the subject of a separate written proposal from the Company that has been accepted by the Village shall be separately invoiced to Village by Company. In all cases, Company recognizes and accepts that any and all bills to Village must be passed through to and approved by the Village Board prior to payment and that the Village cannot make payment hereunder in the absence of such approval.

3. Equipment/Material Expenses. To the extent that the provision of the Services hereunder or the performance of other work by Company as approved by Village hereunder require that equipment or materials be obtained from third parties, Company shall so notify Village and specify to Village the required equipment or materials, and Village shall thereafter obtain such equipment and materials at its cost and expense for Company's use in the provision of the Services or the performance of other work by Company as approved by Village hereunder.

4. Term. This Agreement shall commence as of the date hereof and, subject to paragraph 5 hereof and either party's right to terminate the Agreement upon advance written notice to the other, shall continue for a period of twelve (12) months (the "Initial Term"). Thereafter, subject to paragraph 5 hereof, this agreement can be extended for additional period of twelve (12) months (each, a "Renewal Term) unless one party provides advance written notice to the other of its intent to terminate this Agreement. A termination by Company and/or the Village pursuant to this paragraph shall be effective on the thirtieth (30th) day following the date on which such written notice is given. Mailing of such notice shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Company and/or the Village may terminate this agreement for any reason. Notwithstanding the termination of this Agreement pursuant to this paragraph or paragraph 5 hereof, Village shall pay Company all fees earned under this Agreement through the effective date of termination. To the extent not already due and payable, all unpaid fees and other owed amounts shall be due and payable on the effective date of the termination of this Agreement.

5. Early Termination. Village may terminate this agreement for convenience on 30 days prior written notice provided it has paid Company in full for all Services and for all other work by Company as approved by Village hereunder.

6. Cooperation of Village. Village will allow Company to use such machines, communications facilities, features and other equipment of the Village at no charge, as in the reasonable opinion of Company and Village are necessary in order to enable Company to perform its services hereunder.

7. Default. Should any situation arise which would constitute a default, breach or controversy under this Agreement between the Company and the Village, then before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after said notice, performance has not commenced to cure such default or breach or the controversy still exists, the party to whom performance is owed hereunder may thereafter pursue such remedies as it may deem necessary at law or in equity to obtain such performance and to enforce the provisions of this Agreement.

8. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon personal delivery or, if mailed, at the time of mailing by certified mail, postage prepaid and addressed to the applicable party at the address on the first page of this Agreement (or at any other address provided by a party pursuant to a written notice given in accordance with this paragraph).

9. Applicable Law and Venue. This Agreement, and any modification or amendment hereto, shall be governed by and construed in accordance with the laws of the State of Illinois. Company and Village agree that the sole and exclusive venue for all disputes and litigation arising out of this Agreement shall be in the 12th Judicial Circuit Court, Joliet, Illinois.

10. Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and there are no inducements, promises, terms, conditions or obligations made or entered into by the parties, with respect to the subject matter hereof, other than as contained herein. Any representations that may have heretofore been made by any party to any party shall not affect the terms hereof. Neither party has relied on any prior representations in entering into this Agreement. This Agreement supersedes any prior proposals, agreements, commitments or representations of any kind, whether oral or written, with respect to the subject matter hereof.

11. Modifications. The terms of this Agreement shall not be altered, waived, amended or modified except by a writing executed by each of the parties hereto.

12. Binding Effect; Assignment. This Agreement shall be binding on and shall inure to the benefit of the respective heirs, representatives, successors and assigns of the parties hereto. Notwithstanding the foregoing, neither Company nor Village may assign, transfer or otherwise dispose of, either in whole or in part, its interest in or rights under this Agreement without the prior written consent of a duly authorized officer of the other party.

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

14. Relationship of Parties. Company shall at all times act as an independent contractor, and nothing contained herein shall be deemed to create an employment, partnership or joint venture relationship between the parties.

15. Non-Disclosure. During and after the Term, Company will not use or disclose, or authorize anyone else to use or disclose, any information, data, lists of Village employees, licensees/permittees or residents, personnel files, marketing plans, development plans or strategies, financial information, files, rolodexes, brochures, forms, reports, agreements, memoranda, correspondence, know-how or any other secret or confidential information or matter relating to any aspect of the operations of the Village (collectively, "Confidential Information") without the prior express written consent of the Village; provided, however, that for purposes of this Agreement, "know-how" shall not mean information or procedures which are generally known throughout the information technology industry. At the direction of the Village, Company will immediately deliver to the Village all copies of all materials of any nature containing Confidential Information in Company's possession or control, and Company will not take or retain any such materials or reproductions thereof.

16. Severability. If any provision of this Agreement shall be held invalid or unenforceable, the remainder shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

17. Effect of Headings. The subject headings of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GAD Group Technology, Inc.

Village of Romeoville

By: _____

By: _____

Name:

Name: John D. Noak

Title: President

Title: Mayor

Date:

Date:

- Intrusion detection and prevention
- Incident response planning
- Physical security measures
- Vendor management
- Information security policies
- Information disposal
- Disaster recovery/business continuity planning
- Data backup and testing

IT Administrative Services

Following is an example of tasks that may be required of Company to perform and shall not be considered as all inclusive

- Review and provide templates for policies and procedures
- Employee equipment inventory
- Review daily report logs and make recommendations
- Regional Information Technology Survey
- Technical support for network, systems and software
- Data Analytics, Metrics and Dashboard Publishing
- Integration of software

Exhibit A to Information Technology Consulting and Support Agreement

The following listed services constitute the Services as defined in the Agreement, and consist generally of IT Audit Services and IT Administrative Services, as set forth below in this Exhibit A.

IT Audit Services

Company shall perform the following identified tasks for the Village as an audit of the Village's current and ongoing IT performance and practices:

These areas shall be reviewed for security and Company shall provide recommendations for improvement to Village:

- Operational security-related procedures
- All payment acceptance and transmission channels (point of sale (POS), email, fax, mail/telephone, e-commerce)
- All systems that store, process or transmit sensitive data
- Policies and procedures for accessing sensitive data
- Policies and procedures for all financial transactions
- Inventory of files and tables that store sensitive data
- Inventory of major applications used for entering, accessing or managing sensitive data or with significant access to critical system, network or application components
- Sensitive data flow diagram or description
- Incident response and business continuity plans
- User account management
- User access rights
- Password strength and longevity
- Configuration management and security patching
- Network and system configurations
- Security event logging
- Anti-virus protection