

Verkada Camera Implementation - Post 11/17/2025

Quote #391347 v2

## Prepared For:

**DuPage County Courthouse**

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## Prepared by:

**Chicago Illinois Office**

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## Date Issued:

**10.23.2025**

## Expires:

**11.28.2025**

Contract

Qty

TIPS Contract #220105

| Surveillance - 10 Year Licensing |                                                                                                         | Price      | Qty | Ext. Price   |
|----------------------------------|---------------------------------------------------------------------------------------------------------|------------|-----|--------------|
| CD53-256-HW                      | Verkada CD53 Indoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention         | \$950.49   | 214 | \$203,404.86 |
| CD53-256E-HW                     | Verkada CD53-E Outdoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention      | \$1,096.83 | 12  | \$13,161.96  |
| CD63-512E-HW                     | Verkada CD63-E Outdoor Dome Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention       | \$1,389.51 | 91  | \$126,445.41 |
| CD63-512E-HW                     | Verkada CD63-E Outdoor Dome Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention       | \$0.00     | 1   | \$0.00       |
| CF83-512E-HW                     | Verkada CF83-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 512GB of Storage, Maximum 30 Days of Retention | \$1,316.34 | 8   | \$10,530.72  |
| CH53-1TBE-HW                     | Verkada CH53-1TBE-HW Outdoor Multisensor Camera 5MP Coverage                                            | \$2,633.41 | 9   | \$23,700.69  |
| CP63-1TBE-HW                     | Verkada CP63 Outdoor PTZ Camera, 4K, 1TB of Storage, Maximum 30 Days of Retention                       | \$3,438.29 | 2   | \$6,876.58   |
| VX52-HW                          | Verkada VX52 Viewing Station                                                                            | \$365.12   | 7   | \$2,555.84   |
| SMTB                             | Bogen - Drop Ceiling Tile Bridge - 5-Pack                                                               | \$46.28    | 49  | \$2,267.72   |
| ACC-CAM-SHIELD-1                 | Verkada Camera Weather Shield                                                                           | \$57.80    | 27  | \$1,560.60   |
| ACC-MNT-ANGLE-1                  | Verkada Angle Mount, 30 deg                                                                             | \$109.02   | 8   | \$872.16     |
| ACC-MNT-ARM-1                    | Verkada Arm Mount                                                                                       | \$72.44    | 9   | \$651.96     |
| ACC-MNT-XLARM-1                  | Verkada Large Arm Mount (PTZ)                                                                           | \$116.34   | 2   | \$232.68     |
| ACC-MNT-PEND-1                   | Verkada Pendant Cap Mount                                                                               | \$50.49    | 9   | \$454.41     |
| ACC-MNT-POLE-1                   | Verkada Pole Mount                                                                                      | \$152.93   | 3   | \$458.79     |
| ACC-MNT-CORNER-1                 | Verkada Corner Mount                                                                                    | \$145.61   | 9   | \$1,310.49   |

| Surveillance - 10 Year Licensing |                                                                                                                  | Price       | Qty       | Ext. Price          |
|----------------------------------|------------------------------------------------------------------------------------------------------------------|-------------|-----------|---------------------|
| ACC-POE-60WHS-NA                 | Verkada PoE++ (802.3bt-2018) Injector, GigE, High Surge Protection, North America                                | \$130.98    | 9         | \$1,178.82          |
| ACC-POE-90W-E-NA                 | Verkada 90W PoE++ (802.3bt Type 4) Injector, GigE, Outdoor, North America Type B Plug                            | \$218.78    | 1         | \$218.78            |
| GC31-E-HW                        | Verkada GC31 Cellular Gateway, Outdoor                                                                           | \$950.49    | 1         | \$950.49            |
| LIC-VX-10Y-CAP                   | Verkada 10-Year Viewing Station License, Capacity Increase                                                       | \$2,298.28  | 7         | \$16,087.96         |
| LIC-CAM-10Y-CAP                  | Verkada 10-Year Camera License, Capacity Increase                                                                | \$1,148.85  | 328       | \$376,822.80        |
| LIC-GC-1VD-5Y-CAP                | Verkada 5 Year Cellular Gateway Data Plan, Includes Unlimited Data for 1 Verkada Video Device, Capacity Increase | \$3,444.83  | 1         | \$3,444.83          |
| LIC-CAM-MLT4-10Y-CAP             | 10-Year Four-Camera Multisensor License, Capacity Increase                                                       | \$4,137.24  | 9         | \$37,235.16         |
| LIC-GC-10Y-CAP                   | 10-Year Cellular Gateway License, Capacity Increase                                                              | \$1,551.15  | 1         | \$1,551.15          |
| UN874034114/10                   | Cable - Plenum - CAT6 - Yellow - 1000ft.                                                                         | \$372.79    | 86        | \$32,059.94         |
| 760207274                        | Patch Panel - Modular - 24 Port                                                                                  | \$76.19     | 26        | \$1,980.94          |
| 760254710                        | Modular - Surface Box - Ivory - 1 port                                                                           | \$4.56      | 343       | \$1,564.08          |
| 760257312                        | Data Jack - Insert - Yellow                                                                                      | \$9.52      | 686       | \$6,530.72          |
| 566-115-001                      | Patch Cable - CAT6 - Yellow - 1ft.                                                                               | \$1.56      | 343       | \$535.08            |
| 566-115-005                      | Patch Cable - CAT6 - Yellow - 5ft.                                                                               | \$2.52      | 343       | \$864.36            |
| 566-115-007                      | Patch Cable - CAT6 - Yellow - 7ft.                                                                               | \$2.98      | 343       | \$1,022.14          |
| 566-115-014                      | Patch Cable - CAT6 - Yellow - 14ft.                                                                              | \$4.97      | 9         | \$44.73             |
| Lift Rental                      | Lift Rental - 45 foot boom Lift (wouldn't need until close to the end of the job)                                | \$2,408.12  | 1         | \$2,408.12          |
| HBS-MISC-CABLING                 | Miscellaneous Expenses                                                                                           | \$10,750.00 | 1         | \$10,750.00         |
|                                  |                                                                                                                  |             | Subtotal: | <b>\$889,734.97</b> |

| Fortinet Switches     |                                                                                                                                                                                                                                                   | Price      | Qty       | Ext. Price         |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|--------------------|
| FS-148F-FPOE          | Fortinet FortiSwitch Ethernet Switch - 48 Ports - Manageable - Gigabit Ethernet, 10 Gigabit Ethernet - 10/100/1000Base-T, 10GBase-X - 2 Layer Supported - Modular - 895.70 W Power Consumption - 740 W PoE Budget - Optical Fiber, Twisted Pair - | \$1,688.08 | 26        | \$43,890.08        |
| FC-10-148FF-247-02-36 | Fortinet FortiCare Comprehensive Support - Extended Service (Renewal) - 3 Year - Service - 24 x 7 x Next Business Day - Service Depot - Exchange - Parts                                                                                          | \$614.31   | 26        | \$15,972.06        |
|                       |                                                                                                                                                                                                                                                   |            | Subtotal: | <b>\$59,862.14</b> |

| Services                                | Price        | Qty | Ext. Price          |
|-----------------------------------------|--------------|-----|---------------------|
| HBS-FF-PROJECT <b>Fixed Fee Project</b> | \$368,264.00 | 1   | \$368,264.00        |
| Subtotal:                               |              |     | <b>\$368,264.00</b> |

| Shipping                                  | Price      | Qty | Ext. Price        |
|-------------------------------------------|------------|-----|-------------------|
| HBS-SHIPPING-PO <b>Estimated Shipping</b> | \$6,813.00 | 1   | \$6,813.00        |
| Subtotal:                                 |            |     | <b>\$6,813.00</b> |

### Non-Returnable/Non-Refundable Language

#### Fortinet Note:

Customer understands that all orders for Fortinet are final when accepted by Fortinet. No cancellations, returns, exchanges or refunds are allowed.

#### Verkada Note:

Customer understands that all orders for Verkada offers a 30-day money-back guarantee on their products. If you are not satisfied with your purchase, you can return it within 30 days of the purchase date.

To initiate a return, please contact HBS. Verkada also provides a 10-year product warranty for their security systems, which can be found in their [Verkada End User Agreement](#). The warranty does not cover damage from accidents, misuse, acts of God, or unauthorized hardware use. If a product is discontinued, Verkada will still replace return merchandise authorization (RMA) units with the same discontinued product if available. If not, they will provide a functionally equivalent replacement and transfer the remaining license term.

| Quote Summary                    | Amount                |
|----------------------------------|-----------------------|
| Surveillance - 10 Year Licensing | \$889,734.97          |
| Fortinet Switches                | \$59,862.14           |
| Services                         | \$368,264.00          |
| Subtotal:                        | <b>\$1,317,861.11</b> |
| Shipping:                        | <b>\$6,813.00</b>     |
| Total:                           | <b>\$1,324,674.11</b> |

This Quote does not include any federal or state prevailing wage rates, unless specifically noted. If this project requires compliance with any federal or state prevailing wage laws, the customer must immediately notify Heartland in writing prior to acceptance so that Heartland can provide an updated Quote. Any modifications made after the project commencement will result in additional charges and delays.

This quote may not include applicable sales tax, telecommunications taxes, shipping, handling, and delivery charges. Final applicable sales tax, telecommunications taxes, shipping, handling, and delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 20% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote and any attached agreement are not subject to termination without cause or for convenience. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2022.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be

required to sign this Quote for purposes of approving the order. QT.2025.v1.0

Acceptance

Chicago Illinois Office

DuPage County Courthouse

Mike Carroll

Signature / Name

10/23/2025

Date

Mark Thomas

Signature / Name

Initials

Date



#### STANDARD TERMS AND CONDITIONS

The parties to this agreement are Heartland Business Systems, LLC ("Seller"), with corporate headquarters located at 1700 Stephen Street, Little Chute, WI 54140, and customer ("Buyer").

1. **ACCEPTANCE OF TERMS.** Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of any products or services from Seller.
2. **PAYMENT.** All invoices provided by Seller to Buyer shall be paid within the time provided by the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*. In the event that Buyer is delinquent on paying any amount, Seller reserves the right to charge interest on the unpaid amount at the rate provided for by the Prompt Payment Act. A service charge of \$35.00 will be assessed for each check that is returned for insufficient funds.
3. **FORCE MAJEURE.** Either party's performance hereunder shall be excused if such nonperformance or delay of performance is due to any cause beyond the reasonable control of the party and is the direct or indirect result of, but not limited to, acts of God; acts of the public enemy; acts of the United States of America, or any state, territory or political subdivision thereof; fires; war; riots; terrorism; floods; epidemics; quarantine restrictions; insurrection; strikes; labor shortage; shipping delays; materials shortage; inability to obtain products or services; loss, failure or malfunction of computer or other systems; loss of data or freight embargoes. Any force majeure occurrence shall allow the parties to extend the period for performance for the duration of the delay or in the event that performance is rendered impossible or impracticable, to terminate such performance.
4. **SHIPPING.** With respect to any products that are to be shipped, shipment shall be FOB Destination, except that freight charges shall be Buyer's responsibility. Delivery shall be deemed completed when the goods have been placed into the hands of Buyer at Buyer's delivery address. Any shipping, delivery, completion or other dates are estimates only. Any claim for loss or damage during shipment must be made as follows: Buyer shall note the loss or damage on the delivery slip at the time of signing, and Buyer shall also provide written notification to Seller within five business days. Title to any software shall remain with the applicable licensor, and Buyer's rights are contained in the license agreement between the licensor and Buyer.
5. **WARRANTY.** Any hardware, software, parts, licenses or third-party services sold to Buyer, or integrated, included or utilized as part of any Seller service offering sold to Buyer, may be subject to a warranty made by the manufacturer or other third party to Buyer and, if so, the terms and conditions of such warranty are set forth in other documents. Buyer acknowledges that Seller is not a party to any such warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against Seller. Buyer shall look solely to the manufacturer or other third party for any loss, claims, damages or indemnification arising from or related to the above-mentioned products or third-party services. Buyer may also be subject to additional terms and conditions imposed by the manufacturer or other third party. **SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY SELLER WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**
6. **PROFESSIONAL SERVICES.** Seller may provide professional services as requested by Buyer. All services provided by Seller, which include labor and travel charges, are subject to the terms and conditions as set forth in this Agreement. Services provided by Seller to Buyer may be covered under a manufacturer or other third party warranty, may be applied to a pre-paid HBSFLEX Agreement purchased by Buyer, at the rates set forth in the most current version of the HBSFLEX Volume Service Schedule, as updated from time to time, or may be billed out to Buyer at the then-prevailing hourly rate. Regardless of whether the services are covered under warranty, applied to a HBSFLEX Agreement or billed out at an hourly rate, all terms of this Agreement apply. Seller's records shall be the sole measurement of professional services and/or time expended by Seller. HBSFLEX Agreements may not be used to purchase products, and each HBSFLEX Agreement shall automatically expire eighteen months after the date of invoice for that HBSFLEX Agreement.
  - A. **Warranty.** If services provided are in connection with a problem that is covered by a manufacturer or other third-party warranty, then such services shall not be counted against a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, to the extent of the warranty coverage. Please refer to your manufacturer or third party provided documentation, which will define what is covered under warranty. Any labor or travel provided that is not covered under the manufacturer or third-party warranty will be applied to a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, whichever applies.
  - B. **HBSFLEX Agreements.** Buyer may choose to purchase a pre-paid HBSFLEX Agreement from Seller. When a HBSFLEX Agreement is purchased, labor and travel charges incurred will be applied against the HBSFLEX Agreement. Buyer will receive informational invoices detailing the services as they are provided.
1. When a pre-paid HBSFLEX Agreement is exhausted an additional HBSFLEX Agreement may be purchased. If an additional HBSFLEX Agreement is not purchased, then services will be billed out at the then-prevailing hourly rates.

2. Either party may terminate a pre-paid HBSFLEX Agreement by giving notice to the other, in writing by mail to the party's last known address, of such intent. If this Agreement is terminated before the HBSFLEX Agreement is expended, then Seller shall refund 75% of the unused portion of the fee and may retain the balance.
- C. Hourly Rates. Should services provided not be covered under a manufacturer or third-party warranty or should Buyer not have purchased or not have time available on a HBSFLEX Agreement, then all labor and travel will be billed out at Seller's then-prevailing hourly rates.
7. PROFESSIONAL SERVICE ESTIMATES. At times, Buyer may request time estimates for service situations. Seller will provide a best estimate based upon the information that is known at the time of the request. This is to be considered an estimate for service only and not a guarantee. Actual service hours may be less or may be more than the estimate provided.
8. FOUR-HOUR RESPONSE; AFTER HOURS WORK. For calls received on normal business days, excluding holidays, Seller will use its best effort to respond to Buyer's request for service within four business hours (the hours between 8:00 a.m. and 5:00 p.m. CT) of Buyer's request. Any work occurring after 5:00 p.m. or before 8:00 a.m. CT or on weekends is subject to a bill rate of 1.5 times the normal rates.
9. ASSIGNABILITY. Seller may delegate all, or any part of, its duties hereunder to a subcontractor only upon prior written consent of Buyer.
10. EXCLUDED EQUIPMENT. Seller may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.
11. BUYER'S RESPONSIBILITY. Buyer shall use its best efforts to cooperate with Seller in connection with Seller's carrying out its duties hereunder, and Buyer shall refrain from any act or omission that could frustrate Seller's performance. Buyer shall designate one employee for each location at which services may be rendered under this Agreement, with full authority to act for Buyer in the event that Buyer's input is required regarding such services. If Seller agrees to provide services at Buyer's property, Buyer shall maintain sufficient insurance coverage to protect the property and Seller.
12. LICENSING. Buyer warrants and represents to Seller that it possesses a proper license for all software being used by Buyer's organization, and Buyer shall hold Seller harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software. Seller warrants and represents to Buyer that it possesses, shall deliver, and/or shall arrange an opportunity for Buyer's purchase of, a proper license for all software being provided by Seller to Buyer under this Agreement.
13. BACKUP AND SECURITY. Buyer warrants and represents to Seller that Buyer's data and system has been properly backed up, and Buyer understands that Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder. Buyer warrants and represents to Seller that Buyer has properly secured its network and systems, in accordance with current industry best standards, and Buyer understands that Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of Buyer's failure to properly secure its network or systems.
14. NON-SOLICITATION. To the extent allowed by applicable law, during the term of this Agreement, and for a period of one year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, encourage any employee of Seller, who became known to Buyer by virtue of such employee's providing services under this Agreement, to terminate his or her employment with Seller. In addition, to the extent allowed by applicable law, during the term of this Agreement, and for a period of one year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, solicit any employee of Seller, who became known to Buyer by virtue of such employee's providing services under this Agreement, for employment which would end or diminish that employee's service with Seller. Buyer acknowledges that Seller will suffer irreparable harm as a result of Buyer's violation of this paragraph and that Seller may bring an action for injunctive relief and/or actual damages to enforce this provision.
15. DELINQUENCY. Seller shall have the right to immediately suspend or terminate providing any products and services in the event that Buyer is delinquent on payment of any outstanding invoices or Buyer becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or the benefit of creditors, (provided that Seller shall first provide Buyer with fourteen days' written notice and opportunity to cure). Buyer shall have the right to immediately suspend or terminate this Agreement in the event Seller is delinquent in satisfying its obligations under this Agreement (provided that Buyer shall first provide Seller with fourteen days' written notice and opportunity to cure) or where Seller becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or the benefit of creditors.
16. EXCLUSIVE REMEDY/LIMITATION OF LIABILITY. Notwithstanding any other provision herein, Seller's sole and exclusive liability to Buyer for any breach of this Agreement, or breach of any warranty, express or implied, found to have been made in connection with this Agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder, in accordance with the applicable manufacturer's warranty pursuant to Section 5 above. Seller shall have no liability

for any indirect, incidental, special, punitive, exemplary, liquidated or consequential damages, or any loss of profits, revenue, data or data use. In the event that Seller is found liable for any damages, Seller's total aggregate liability for whatever cause, whether in an action in contract or in tort or otherwise, shall not exceed the lesser of the total amount that Buyer actually paid to Seller during the eighteen month period immediately preceding such claim, or Seller's insurance coverage in the amount of three million dollars. Seller shall have no liability whatsoever to Buyer if computer software or computer hardware sold hereunder is subsequently upgraded by any third party, or if any such software or hardware has been serviced by anyone other than Seller. Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer arising out of or related to data that has not been backed up, or data that is lost, damaged, corrupted, compromised for any reason (including but not limited to weak passwords or network security), or otherwise unsecured, in connection with any services or use of any products sold hereunder, and to the extent permitted by applicable law. Buyer shall indemnify Seller for the same. In the event that Seller recommends a course of action for an engagement, but Buyer instructs Seller to pursue a different course of action despite Seller's recommendation, Buyer shall assume sole responsibility for any problems that arise from Buyer's course of action, and Seller shall have no liability for the same.

17. **ACCEPTANCE.** Except as stated in the following sentence, Buyer shall be deemed to have irrevocably accepted the products and services sold hereunder if Buyer has not given to Seller a written notice of rejection and any other necessary documentation in order to establish that the product or service is defective, within ten business days after delivery. Product returns, cancellations and order changes are only allowed pursuant to the manufacturer's policies. All data and intellectual property provided by Seller in connection with this Agreement shall belong to Seller ("Seller Materials"). Seller shall retain all rights and interests in and to the Seller Materials after the completion of this Agreement.

18. **CLOUD SERVICES.** Buyer agrees and acknowledges that in order to provide a high level of service, Seller may store Buyer's information in the public, private or hybrid cloud (collectively the "Cloud"). This information may include but is not limited to drawings, pictures, equipment layouts, passwords, backups, or configuration files. Buyer agrees and acknowledges that the Cloud is a separate and independent network, which is not controlled by Seller, and that Seller shall have no liability whatsoever, under any circumstances, for any damages arising out of or relating to the use of the Cloud, including but not limited to the loss of any information. In addition, Seller shall have no liability for the accuracy of any data uploaded by Buyer or any other users. If Buyer is dissatisfied with any Cloud services, Buyer's sole and exclusive remedy is to discontinue use of such services. In the event that Buyer has Seller perform services relating to Buyer's subscription-based services, Buyer shall be responsible for any charges incurred relating to the use of the subscription-based services.

19. **VENDORS.** The parties agree and acknowledge that Seller shall have the right to utilize vendors or subcontractors located in any geographic area, including but not limited to vendors or subcontractors who may provide technical or other support, at Buyer's request. For purposes of providing a high level of service, these vendors or subcontractors may have the ability to use or access any of Buyer's information in connection with such services. This provision shall supersede any conflicting language in any agreement between the parties. Seller may also refer Buyer to other providers from time to time. Seller shall remain responsible for the services provided by subcontractors utilized by Seller to the same extent as if Seller provided such products and services itself.

20. **INDEMNIFICATION.** To the extent permitted by applicable law, each party agrees to indemnify, hold harmless and defend the other and its affiliates, officers, employees, and agents from and against all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including costs and attorneys' fees, arising out of, or related to violation of any law by the indemnifying party, any misrepresentation, gross negligence or misconduct of the indemnifying party, any claim that the indemnifying party has infringed the intellectual property rights of a third party, or the indemnifying party's violation of any end user agreement. Nothing contained herein shall be construed as prohibiting the Buyer, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. Seller, where indemnification is required, shall likewise be liable for the cost, fees and expenses incurred in the Buyer's or the Seller's defense of any such claims, actions, or suits. Nothing herein shall be construed as constituting a waiver of the Buyer's defenses or immunities under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. However, under no circumstances shall either party's total aggregate liability for indemnification, defense and hold harmless exceed that party's insurance coverage in the amount of three million dollars.

21. **AI.** AI related products and services include but are not limited to Microsoft OpenAI, Microsoft 365 Copilot, Microsoft Copilots, Azure AI Search, and all other AI services. The parties acknowledge that AI related products or services do not always function as intended, and that errors, defects, or other unintended consequences may occur from time to time. Seller does not sell or support industrial internet of things technologies, and Seller is unable to provide any guarantee or warranty regarding the effectiveness, accuracy, performance, or outcome of any AI related products or services provided or utilized by Seller or any third parties. Buyer agrees and acknowledges that the use of any AI related products or services is strictly at Buyer's sole risk, and that Seller shall have no liability whatsoever, under any circumstances, for any damages arising out of or relating to the use or misuse of any AI related products or services.

22. **CHOICE OF LAW; JURISDICTION.** This Agreement, and any claim arising under it, or related to the transaction evidenced by it, shall be construed and determined under the laws of Illinois. The parties agree to the exclusive jurisdiction of the courts located in DuPage County, Illinois for the resolution of any disputes arising from or related to this Agreement. Each party submits to and accepts, generally and unconditionally, the exclusive jurisdiction of such court. Each party waives any claim that such court is not a convenient forum or the proper venue. The parties agree that neither party may bring or join in any class action litigation

against the other party. No action arising out of this Agreement may be brought by Buyer more than one year after the cause of action has arisen.

23. SEVERABILITY. If any portion of this Agreement is determined by a court or government agency having competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.

24. BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties, and their respective heirs, successors, personal representatives, beneficiaries and assigns.

25. ADDITIONAL WORK. In the event that Seller agrees to provide additional products or services at any time, the terms and conditions of this Agreement shall govern.

26. EXPORT CONTROL. Buyer shall be required to provide written notice to Seller before providing Seller with access to any information that may be subject to the International Traffic in Arms Regulations, U.S. Export Administration Regulations, or any other similar laws, regulations and orders. Buyer shall also be required to label any such information with the appropriate classification so that Seller is informed of the regulations applicable to such information.

27. ENTIRE AGREEMENT. This Agreement, together with any Quote or Statement of Work executed by the parties and all applicable terms and conditions of the cooperative purchasing contract: The Interlocal Purchasing System's "TIPS Vendor Agreement," dated February 15, 2022, derived from "TIPS RFP # 220105 Technology Solutions, Products and Service," is the entire agreement of the parties respecting the sale of any products or services from Seller to Buyer. This Agreement supersedes and replaces any prior agreements between the parties with respect to the subject matter hereof. No modification, addition, or amendment shall be binding unless in writing and signed by both parties.

|                                                                   |                                             |            |
|-------------------------------------------------------------------|---------------------------------------------|------------|
| Authorized Customer Signature:                                    | Signature on File                           |            |
| Date:                                                             | 12-19-2024                                  |            |
| Name and Title (printed):                                         | Valerie Calvente, Chief Procurement Officer |            |
| Customer Name:                                                    | DuPage County                               |            |
| Customer Address:                                                 | 421 N. County Farm Road                     |            |
| Customer City, State, and Zip:                                    | Wheaton, IL 60187                           |            |
| Customer Phone Number:                                            | 630-407-6184                                |            |
| Customer Fax Number:                                              |                                             |            |
| Heartland Business Systems, LLC<br>Authorized Signature and Date: | Signature on File                           | 12/19/2024 |

By: Jonathan Groh, Staff Attorney