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**TRANSPORTATION DATA MANAGEMENT SYSTEM
 ORDER FORM
 (MAY 16, 2022)**

Organization:	Lake County Division of Transportation
Contact Person:	Jonathan Nelson, P.E.
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MODULE	QUANTITY	UNIT PRICE	AMOUNT
TCLS Annual Support (September 1, 2022 – August 31, 2023)	1	\$11,351	\$11,351
TCLS Annual Support (September 1, 2023 – August 31, 2024)	1	\$11,919	\$11,919
TCLS Annual Support (September 1, 2024 – August 31, 2025)	1	\$12,515	\$12,515
TOTAL AMOUNT (NET-30)			\$35,785

Note: The price quote is valid within 120 days of the issued date.

Transportation Data Management System Software License Agreement

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(d) Basis of the bargain. Licensee acknowledge that MS2 has set its fees and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in this Agreement, and that those limitations and disclaimers form an essential basis of the bargain between the parties.

10. TERMINATION.

(a) Termination. This Agreement will take effect upon acceptance by MS2 and will continue in effect as long as the annual support fee is paid. Either party has the right to terminate this Agreement. To terminate this Agreement, the party seeking termination must give the other party written notice thirty (30) days before the termination. In the event that Licensee fails to comply with any of the provisions of this Agreement, this Agreement will automatically terminate without notice.

(b) Effect of Termination. Upon termination of this Agreement for any reason, Licensee will discontinue further use of the Software, will promptly return to MS2 or, at MS2' request, will destroy all copies of the Software, and will certify to MS2 in writing that Licensee has done so. MS2 will provide the Licensee with a copy of the Licensee's data stored in the Software at the time of termination.

(c) Survival Of Obligations. The provisions of Sections 5 and 9 shall survive termination of this Agreement.

(d) Termination Is Without Prejudice. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. RENTAL. Licensee may not rent, lease, or lend the Software or any portion thereof.

12. ASSIGNMENT. Neither party shall without advanced written notice assign or otherwise transfer any of its rights or obligations under this Agreement and the Software may not be transferred to or used by any other person or entity for any reason whatsoever.

13. SEVERANCE CLAUSE. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

14. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter, including any prior or subsequent purchase order terms that are contrary or inconsistent with the terms and conditions of this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

15. GOVERNING LAW. This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.