DFM ASSOCIATES

MASTER AGREEMENT WITH

LAKE COUNTY

THIS MASTER AGREEMENT ("Agreement") is made and entered into as of December 1, 2025 by and between DFM ASSOCIATES, a California corporation ("DFM"), and THE COUNTY OF LAKE, a political subdivision of the State of Illinois ("County").

RECITALS

A. DFM is willing to do any or all of the following at the request of the County:

(1) To purchase and resell Computer Hardware to the County;

(2) To lease or license DFM Software to the County;

(3) To lease or sublicense Third Party Software to the County; and/or

(4) To provide Consulting Services to the County.

B. The purpose of this Agreement is to generally describe the various products and services DFM is willing to provide to the County if and when the County chooses to utilize them, and to establish the basic contractual terms and conditions under which those products and/or services will be provided, subject to additional terms and provisions set forth in a separate Addendum which will specify the product or service and the particular terms and provisions applicable thereto. The separate Addendum will become a part of this Agreement, if and when it has been signed on behalf of both the County and DFM. Neither DFM nor the County is obligated to the other regarding any of the products or services generally described herein unless and until, and then only to the extent that, the specific product or service is identified on a separate Addendum attached hereto and signed on behalf of both parties.

TERMS AND CONDITIONS

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1.
DEFINITIONS

For purposes of this Agreement, the following terms shall have the following definitions, which incorporate by reference the standard definitions of the computer industry established by trade usage or custom to the extent such standard definitions do not contradict specific definitions set forth herein:

Addendum/Addenda refers to any addendum signed by the parties hereto at any time or from time to time referring to this Agreement which specifically identifies the product or service to be provided by DFM to the County and the price, payment terms and other applicable information related thereto.

Computer Hardware refers to any computer, whether a main frame, mini-computer, personal computer or file server, and related computer peripheral equipment and accessories.

Computer Hardware Vendor refers to the corporation or other entity which manufactures or supplies the Computer Hardware.

Consulting Services refers to any or all of the services which DFM is capable of and willing to provide to the County, including consultation with the County regarding its data processing and information systems.

DFM Software refers to and includes any or all software systems developed by DFM, which DFM is willing to provide to the County.

File Maintenance refers to the ability to update a database.

Initial Installation Fee refers to the fee to be paid by the County to DFM for the initial installation of any Specified DFM Software and/or any Specified Computer Hardware.

Lease Term refers to the term of the lease between the County and DFM regarding the County's right to use any DFM Software and/or to utilize any Consulting Services. The initial Lease Term will be set forth on the Addendum to this Agreement.

Manuals refers to any documents, reports, instructions or writings, and any annotations thereto, that explain or depict, generally or in detail, any aspect of any particular DFM Software, including but not limited to, all procedures and workings thereof, and the Manuals may be on any format, including hard copy, on disk or on CD-ROM or any other media.

Monthly Fee refers to the monthly charge by DFM to the County for the right of the County to use any Specified DFM Software or to utilize any Specified Consulting Service.

Programs refers to all programs, sets of instructions and statements to be used directly or indirectly on the Computer Hardware to facilitate, directly or indirectly, the use(s), maintenance or enhancement of any particular DFM Software.

Software Enhancement refers to the addition of a new DFM Software Subsystem or the revision of any existing Subsystem for any particular DFM Software.

Software Maintenance refers to the maintenance of the Programs and the resolution of any problems with respect to any Programs concerning internal coding and operation thereof. The term Software Maintenance is meant to include those modifications, additions and revisions of any particular DFM Software mandated by new legislative enactments.

Software Release refers to the most recent revision of any particular DFM Software.

Specified Consulting Service refers to any particular Consulting Service identified on an Addendum attached hereto and signed on behalf of the County and DFM.

Specified DFM Software refers to any particular DFM Software identified on an Addendum attached hereto and signed on behalf of the County and DFM.

Specified Operating System Software refers to the operating system software provided by a third party vendor for the Computer Hardware used by the County on which the Specified DFM Software will operate.

Subsystem refers to any portion of any particular DFM Software which is related to a specific functional area within the department of the County which is using the Specified DFM Software pursuant to this Agreement.

Third Party Software refers to any software, the rights of which are owned or held by an corporation or entity other than DFM.

Third Party Software Vendor refers to any corporation or other entity which has authorized DFM as a reseller or grants DFM the right to use and/or sublicense its software or which licenses the County directly to use its software.

ARTICLE 2.
Not Used

ARTICLE 3.
RIGHT TO USE DFM SOFTWARE

All of the following provisions of this Article 3 shall apply to the lease of any Specified DFM Software by the County from DFM unless expressly modified or supplemented by the DFM Software Addendum.

3.1   **DFM Software Addendum**. DFM agrees to lease to the County, on a non-exclusive basis, the DFM Software identified on a DFM Software Addendum. The Specified DFM Software and all prices and payment terms with respect thereto shall be set forth on the DFM Software Addendum except to the extent any such provisions are covered by Article 3 or elsewhere in this Agreement. The County shall have no right to use any DFM Software unless and until the DFM Software Addendum has been signed on behalf of the County and DFM, and then, in such event, the County's rights are limited to the use and/or lease of the Specified DFM Software on the terms set forth herein and therein. The County's rights to use any Specified DFM Software are governed and restricted by the terms of this Agreement.

3.2   **Installation of the Specified DFM Software**. On or before the installation date set forth on the DFM Software Addendum, or as agreed to by the parties, DFM shall install the DFM Software. The DFM Software shall be deemed to have been installed when the County is able to log into the EIMS and perform maintenance and look-up functions on its core databases.

3.3   **Initial Installation Fee**. The initial installation fee for any Specified DFM Software will be set forth on the DFM Software Addendum.

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3.4   Monthly Fee. The initial Monthly Fee for the right to use any Specified DFM Software will be set forth on the DFM Software Addendum applicable thereto. As consideration for the non-exclusive right to use the Specified DFM Software, the County agrees to pay DFM the Monthly Fee pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). Unless otherwise provided on the DFM Software Addendum, the Monthly Fee for the first full month of any Lease Term shall be paid at the time any Specified DFM Software has been installed. If any rental payment date falls on a day of the month other than the first day of such month, or if any rental payment is for a period which is shorter than one month, the rental for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to one-thirtieth (1/30) of the then current Monthly Fee.

3.5   Right to Use the Specified DFM Software. DFM grants to the County the nonexclusive right to lease and use the Specified DFM Software on the terms and subject to the conditions set forth in this Agreement. The County's right to use and lease any Specified DFM Software specifically excludes the right to sublicense, assign, sublease or otherwise transfer the Specified DFM Software and/or any of the County's rights hereunder or therein.

3.6   DFM Software Releases. DFM shall provide the County with all Software Releases for the Specified DFM Software within one hundred twenty (120) days after the new Software Release becomes generally available to other DFM customers. The cost of the Software Releases is included in the Monthly Fee. Installation of the DFM Software Releases will be coordinated by DFM and a designated representative of the County.

3.7   Authorized Maintenance. All Software Maintenance, Software Enhancements and Software Releases shall be provided and installed by employees or authorized agents of DFM.

3.8   Post Installation Services. DFM agrees to provide the County with post-installation services as follows:

(a) DFM agrees to provide maintenance of the Specified DFM Software to correct program errors and to use good faith reasonable efforts to correct compatibility problems among such Computer Hardware, Specified DFM Third Party Software and the Specified DFM Software, the cost of which is included in the Monthly Fee for such Specified DFM Software; and

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(b) DFM agrees to provide Software Releases covering applicable legislative changes and enactment of new laws applicable to such Specified DFM Software within a timeframe mutually agreed upon by both Parties to the Agreement, the cost of which is included in the Monthly Fee.

3.9 <u>Training</u>. DFM agrees to provide the County with the following training services with respect to any Specified DFM Software:

(a) DFM will establish, with the help of a designated representative of the County, which users will participate in training and on which subsystems.

(b) DFM will develop a training schedule with sufficient training to allow the department or agency of the County which will have primary responsibility for using the Specified DFM Software to operate it.

(c) DFM will conduct the actual training sessions, including "hands on" and formal classroom training, with the initial training to be on-site at the County's facilities.

User training costs for any Specified DFM Software are included in the Initial Installation Fee and the Monthly Fee. There are no additional costs for training. As subsystems of any Specified DFM Software are enhanced or changed to conform to new requirements, users will be provided training with respect thereto on an on-going basis. Training with respect to enhanced or changed subsystems can be on-site or regional, depending on the material and individual needs of the users.

3.10 <u>Security Covenants by DFM</u>. DFM and its employees will cooperate with County to ensure that installation and maintenance of DFM software, and DFM's performance of all DFM obligations pursuant to this agreement, takes place securely and in a manner that does not impair the functionality and security of County facilities, networks, systems and data. DFM and its employees shall take no action that compromises the functionality and security of County facilities, networks, systems, or data and shall take all steps reasonably necessary to protect and maintain the functionality and security of County facilities, networks, systems, and data.

3.10 <u>Limitation on DFM's Obligations</u>. Notwithstanding any other provision of this Agreement to the contrary, DFM has no duty or obligation to perform any Software Maintenance or to provide the County with any Software Enhancements or Releases, or to provide any training to the County with respect to any Specified DFM Software if the County fails or refuses to utilize the most current revision of the Specified Operating System Software required by DFM; provided, however, in any event, DFM shall

give the County at least one-hundred twenty (120) days prior written notice of the need to upgrade or replace the version of the Specified Operating System Software which the County is then using, and DFM shall consult with the County's user group regarding the scheduling of such changes.

ARTICLE 4.
Not Used.

ARTICLE 5.
OBLIGATIONS AND RESPONSIBILITIES OF THE COUNTY

5.1   <u>Access to Facilities</u>. The County shall provide DFM and its employees and authorized agents access to the County's facilities, including the Computer Hardware, and shall provide them with adequate facilities (including a desk, work area and computer), to enable DFM to perform its obligations under this Agreement in an effective, efficient and professional manner. Access shall be provided during the County's usual business hours upon reasonable prior notice except in the case of an emergency when access shall be provided as soon as is reasonably practicable.

5.2   <u>Commercial Access</u>. The County shall limit the commercial access to or use of any Specified DFM Software unless County has obtained the prior written approval of DFM, which approval may be conditioned by DFM upon receipt of an acceptable sublicense agreement between the County and the proposed commercial user and the payment to DFM by the County of a reasonable additional license and/or use fee with respect thereto. The County's obligation to limit commercial access or use is expressly restricted to those situations in which the County has actual knowledge of such commercial access or use and the County is not expressly precluded or prohibited by law from enforcing the provisions of this Section 5.2. For purposes hereof, the term "commercial access" means any access to or use of any Specified DFM Software other than (i) by the County for its own internal use in order to fulfill its duties, or (ii) by any person for its non-commercial private use; and "non-commercial private use" means any use or access by such person who is physically present at any County premises for which no consideration is paid, charged or received by the County. It is contemplated that a business which sells or uses the County's Data (as that term is defined in Section 5.4 below) in a commercial enterprise, such as a title company, can be included in the exception described in clause (ii) above to the extent it is physically present at the County's facilities when it is accessing or using the Specified DFM Software to examine the County's Data

and/or to update its own data base. The term "physically present" is meant in its literal sense and it is not intended to cover or include off-site access of any kind, including without limitation, off-site access using modems and other communications equipment.

5.3   <u>Specified Operating System Software</u>. The County shall be solely responsible for, and shall pay all costs and expenses associated with, the purchase or license of, and the installation and maintenance of, the appropriate version of the Specified Operating System Software required by DFM at any time or from time to time. The County acknowledges and understands that upgrading of Computer Hardware and of the Specified Operating System Software and any other applications software used in conjunction with the DFM Software will be required from time to time; provided, however, in any event, DFM shall give the County at least one-hundred twenty (120) days prior written notice of the need to upgrade or replace the version of the Specified Operating System Software which the County is then using, and DFM shall consult with the County's user group regarding the scheduling of such changes.

5.4   <u>Responsibility for the County's Data</u>. At all times during the term of this Agreement, the County shall retain all ownership rights in the County's Data (as that term is defined below). In addition, notwithstanding any use by the County of any DFM Software in connection therewith, the County shall be solely responsible and accountable for the accuracy and completeness of, all data and information stored by it in any database in any format (hereafter referred to as the "County's Data"), and for any use, publication or other dissemination of the County's Data. If the County uses, publishes or otherwise disseminates, or otherwise allows any access to, any portion of the County's Data, whether before or after it has been manipulated by the DFM Software, and whether or not it is a commercial or non-commercial use, by doing so the County is representing to DFM that it has accepted, ratified and approved the accuracy and completeness of the County's Data and accepts full responsibility for it. The County hereby agrees to indemnify, defend, protect and hold DFM harmless from and against any claims, liabilities, judgments, costs and expenses, including reasonable attorneys' fees and costs, which DFM may incur or suffer arising out of the accuracy or inaccuracy of (which includes omissions to) the County's Data, including, without limitation, claims of any third party who accesses the County's Data using the DFM Software.

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ARTICLE 6.
PROPRIETARY ASPECTS OF THE DFM SOFTWARE;
CONFIDENTIALITY COVENANTS

6.1   Protection of Confidentiality of DFM Software. DFM has taken reasonable security measures to protect the secrecy and confidentiality of the DFM Software. All employees of DFM and other persons who have designed, developed or programmed all or any portion of the DFM Software, or any software included therein, or who otherwise have knowledge of or access thereto, have been adequately notified that the DFM Software is proprietary to DFM and is not to be divulged, used or exploited except as expressly authorized by DFM in writing.

6.2   Confidentiality Covenants of the County.   The County acknowledges and agrees that the DFM Software, and all constituent parts thereof, is valuable only as long as it remains secret and confidential. Accordingly, the County agrees to take all steps reasonably necessary to protect and maintain the confidentiality of all DFM Software and to prevent it from entering the public domain or falling into the hands of others not bound by this Agreement. In furtherance hereof, the County agrees as follows:

(a) The County shall use its good faith reasonable efforts to restrict access to any Computer Hardware running or capable of accessing the DFM Software, and to the DFM Software itself, to prevent unauthorized personnel from acquiring significant or confidential information concerning the DFM Software.

(b) To the extent reasonably practicable, the County shall require all persons who will have access to any DFM Software, to sign on an annual basis a confidentiality agreement, in a form provided by DFM which is acceptable to the County.

(c) The County shall not duplicate or reproduce (except to the extent reasonably required to back-up the Specified DFM Software in the ordinary course of business), in any manner, any DFM Software, or any component or constituent parts thereof, and agrees not to disseminate, display or use any DFM Software, or any component or constituent parts thereof, of any information or material concerning any DFM Software, except as is reasonably necessary for the County to perform its functions using any Specified DFM Software and to comply with the terms of this Agreement.

(d) The County shall notify DFM immediately of any and all unauthorized disclosures, or any suspected unauthorized disclosures of any DFM Software.

6.3   Binding Effect. Notwithstanding the fact that certain employees, agents, contractors, subcontractors or licensees of the County are not parties to this Agreement, the terms and provisions of this Article 6 shall be binding upon the County and all of its officers, employees, agents, contractors, subcontractors and licensees.

6.4   Discovery of Specified DFM Software by Legal Process. If at any time, a party to any litigation involving the processes, function or departments of the County which uses any Specified DFM Software, seeks by way of litigation or legal process to discover information in any way related to any Specified DFM Software, or requires the production of any Specified DFM Software, or any component or constituent part thereof, the County shall promptly notify DFM of such matter as soon as the complaint, subpoena or discovery request has been served on the County or its lawyers, but in no event later than ten (10) days after service thereof. Prior to the time specified in the legal document, court order, subpoena or moving papers for the disclosure of information relating to, or the delivery of all or any portion of any Specified DFM Software, the County shall cooperate with DFM so as to maintain, to the maximum extent reasonably practicable and permitted by law, the confidentiality and secrecy of all Specified DFM Software and to request, if requested by DFM, a protective order of the court or legal forum to avoid further disclosure or divulgence of any matters relating to any Specified DFM Software and to assure the continued protection of the confidentiality thereof. However, such action is to occur only in the event that DFM is unable to make timely intervention into said legal action or proceeding. DFM shall reimburse the County for all reasonable legal fees and expenses which it incurs resulting from actions it has taken pursuant to this Section.

ARTICLE 7.
WARRANTIES AND LIMITATIONS

7.1   Limited Warranty   Specified DFM Software. DFM warrants, for the sole benefit of the County and no other person or entity, that the Specified DFM Software shall be capable of performing the core functions set forth on the DFM Software Addendum related thereto, subject to the limitations set forth in Section 7.2 below and on the Specified DFM Software Addendum. This is DFM's sole express warranty with respect to any Specified DFM Software. Any claim by the County against DFM for breach of its express warranty must be in writing and must be promptly delivered by the County to DFM. In the event of any breach of DFM's express warranty, the County's sole and exclusive remedy against DFM, and DFM's sole and exclusive liability to the County, shall be that DFM, at its sole cost and expense, shall exercise good faith (for all purposes of this Agreement, the term "good faith" shall have the same meaning as that term is defined and

used in California Commercial Code Section 2103(1)(b)) reasonable efforts to provide adequate programming services to correct such inherent defect, as DFM and the County deem necessary or appropriate. Warranty service performed in accordance with this Section shall be performed during normal weekday business hours, excluding DFM holidays. With respect to any reported errors that result or will result in significant interruption of the County's productivity or down time ("Business Impacting Failures"), DFM shall use its best efforts to begin error correction procedures within twenty-four (24) hours after receipt of such report. With respect to any reported errors that do not constitute Business Impacting Failures, DFM shall use its good faith reasonable efforts to begin error correction procedures no later than seventy-two (72) hours after receipt of such report. DFM's sole and exclusive obligation under the foregoing warranty shall be to exercise its good faith reasonable efforts to implement appropriate error corrections in response to notices from the County of such errors.

7.2   <u>Warranty Limitations   Specified DFM Software</u>. Notwithstanding the warranty provisions set forth in Section 7.1 above, all of DFM's obligations with respect to such warranties shall be contingent upon the County' use of the Specified DFM Software in accordance with this Agreement and in accordance with instructions provided by DFM from time to time, including those set forth in the Manuals, as the same may be amended, supplemented or modified from time to time. DFM shall have no warranty obligation:

(a) With respect to any portion of the Specified DFM Software which has been:

(i)   Operated by the County or its employees, agents, contractors, subcontractors or licensees in a manner inconsistent with the requirements set forth in the Manuals or elsewhere, or that has been modified by any party other than DFM;

(ii)   Damaged in any manner by any cause other than any act or omission of DFM;

(iii)   Operated or maintained in environmental conditions outside the parameters designated by DFM in the Manuals or elsewhere;

(iv)   Subjected to extreme power surges or electromagnetic field(s);

(v)   Reinstalled without the prior written consent of DFM; or

(vi)   Determined by DFM to have an error or defect, which fact is conveyed to the County together with supplemental instructions on how to avoid or circumvent the error or defect, and the County fails or refuses to follow the supplemental instructions.

(b) As a result of or in any way connected with any error or defect in the Specified Operating System Software and/or any application software provided by any Third Party Software Vendor; provided, however, in such event, DFM will use its good faith reasonable efforts to resolve the problem to the extent that a resolution is reasonably available by reprogramming the DFM Software;

(c) As a result of or in any way connected with the County's failure or refusal to use the Specified Operating System Software or to upgrade its Computer Hardware as requested by DFM; or

(d) As a result of or in any connected with any of the County's Data.

7.3   Disclaimer of Warranties   Specified DFM Software. DFM DOES NOT REPRESENT OR WARRANT THAT THE SPECIFIED DFM SOFTWARE WILL BE FREE FROM ERRORS OR THAT ALL ERRORS IN ANY SPECIFIED DFM SOFTWARE WILL BE CORRECTED. THE WARRANTY STATED IN SECTION 7.1 IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY DFM. THERE ARE NO OTHER WARRANTIES RESPECTING THE SPECIFIED DFM SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF DFM HAS BEEN INFORMED OR IS OTHERWISE MADE AWARE OF SUCH PURPOSE. NO AGENT OF DFM IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DFM SET FORTH IN THIS ARTICLE 7.

7.4   Limitation on Liability and Remedy   Specified DFM Software. THE COUNTY ACKNOWLEDGES THE COMPLEXITY AND INTERRELATIONSHIPS OF EACH OF THE COMPONENT AND CONSTITUENT PARTS COMPRISING ANY SPECIFIED DFM SOFTWARE. THE COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT THE MONTHLY FEE WHICH DFM IS CHARGING FOR ANY SPECIFIED DFM SOFTWARE DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY DFM OF THE RISK OF THE COUNTY'S INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE COUNTY'S USE OF ANY SPECIFIED DFM SOFTWARE. ACCORDINGLY, THE COUNTY AGREES THAT DFM SHALL NOT BE RESPONSIBLE TO THE COUNTY, OR ANY DEPARTMENT, AGENCY OR SUBDIVISION THEREOF, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING, LEASING OR USE OF ANY SPECIFIED DFM SOFTWARE; PROVIDED HOWEVER THAT DFM SHALL BE RESPONSIBLE FOR SUCH INCIDENTAL (BUT NOT CONSEQUENTIAL) COSTS AND EXPENSES ARISING IN CONNECTION WITH ANY INFRINGEMENT

OR ALLEGED INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS AS SET FORTH IN ARTICLE 8 BELOW.

     7.5   Not used.

ARTICLE 8.
HOLD HARMLESS _ COPYRIGHTS, PATENTS AND LICENSES

     8.1   <u>Indemnification by DFM</u>. DFM, at its own expense, shall indemnify, defend, protect and hold the County harmless against any claim which may be brought against the County or its officers, agents or employees, to the extent that it is based on a claim that the County's use of the Specified DFM Software pursuant to this Agreement, or any of its components or constituent parts leased or licensed hereunder, infringes any patent, copyright, license or trade secret of any third party, and in such event, DFM shall pay all of those costs and damages, including expenses and reasonable attorneys' fees, finally awarded against the County or any of its officers, agents or employees attributable to such claim. Control of the defense, including all negotiations and discussions regarding compromise and settlement, shall be vested in DFM, but shall be with the advice and consent of the County. The obligations of DFM set forth in this Section are conditional upon compliance by the County with all of the provisions set forth in Sections 8.2 through 8.4 below.

     8.2   <u>Notice of Claims</u>. The County covenants and agrees to provide DFM with written notice of any actual, threatened or potential infringement claim within thirty (30) days of notice thereof by or to the County.

     8.3   <u>Remedial Action</u>. If, in the opinion of DFM, the Specified DFM Software or any of its components leased to the County is likely to or has become the subject of a claim of infringement of patents, copyrights, licenses or trade secrets of any third party, then, without diminishing DFM's obligations to satisfy the final award, DFM may, at its option and expense, either (i) obtain the right for the County to continue to use the Specified DFM Software and its components leased hereunder, or (ii) substitute for the allegedly infringing components other equally suitable components mutually satisfactory to the County and DFM.

ARTICLE 9.
TERM

The initial Lease Term for any Specified DFM Software shall be set forth on the Addendum applicable thereto.

ARTICLE 10.
RIGHT TO TERMINATE OR SUSPEND PERFORMANCE; BREACHES

10.1   <u>Non-Appropriation of Funds</u>. The continuation of this Agreement, as it relates to any Specified Consulting Service or to any Specified DFM Software after June 30th of the County's fiscal year, is subject to appropriation by the County's Board of Supervisors for the necessary funding hereof. In the event of non-appropriation of funds for the Monthly Fee, or any other consideration payable to DFM hereunder, this Agreement will automatically and immediately terminate on June 30th of the then-current County fiscal year end as to any Specified Consulting Service and the Specified DFM Software for which no appropriation was approved. However, in no event shall this Agreement be terminated, as provided in this Section, for the purpose of replacing any Specified Consulting Service and/or any Specified DFM Software. Any attempt by the County to replace any Specified Consulting Service and/or any Specified DFM Software prior to the expiration of the term set forth in the Addendum applicable thereto, shall be deemed to be a material breach by the County of this Agreement and the damages to which DFM will be entitled as a result thereof shall assume, for these purposes, that the County had fully appropriated all funds for the particular Consulting Service and/or the Specified DFM Software for the full term set forth in the Addenda related thereto. Any permissible termination of this Agreement pursuant to this Section shall not relieve the County of its obligations set forth in Article 6 above.

10.2   <u>County Breaches</u>. For purposes of this Agreement, the term "County Breach" or "County Breaches" means any one or more of the following events, acts or occurrences:

(a) Any breach by the County, or any of its officers, employees, agents, contractors, subcontractors or licensees, of any of the provisions of Article 6; provided, however, instead of terminating the Agreement, DFM, in its sole and absolute discretion, may give notice to the County of the breach, demanding adequate assurances from the County that it will protect the proprietary interest of DFM and remedy all prior breaches. In the event that the County fails to provide such adequate assurances and to remedy such

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breaches within seventy-two (72) hours of receipt of the notice ("Suspense Period"), the Agreement will automatically terminate as if no demand for adequate assurances had been made. For purposes of this Section, the parties agree that the Suspense Period is reasonable based on the proprietary interest to be protected by DFM and the interest of the County to continue the right to use any Specified DFM Software.

(b) Any modification of any DFM Software which is accomplished or undertaken by the County, its employees, or its authorized agents subject to this Agreement other than DFM or its employees or authorized agents, shall give DFM the right to terminate the Agreement, or any portion thereof related to the Specified DFM Software which was subject to the unauthorized modification.

(c) Any breach by the County of any of its monetary obligations to DFM, in which event DFM shall have the right, at any time after thirty (30) days prior written notice, to suspend its performance under this Agreement and, if the County Breach continues for an additional thirty (30) days, then DFM may, at its option, terminate the Agreement, or any portion thereof related to the Specified Consulting Service or Specified DFM Software which was involved in such breach.

(d) Any material breach by the County of any of its other obligations under this Agreement (other than those obligations described in subparagraphs (a) through (c) above), which continues for a period of thirty (30) days after written notice thereof from DFM specifying the nature of the breach and the curative action, if any, which must be taken, in which event the provisions of Section 10.4 shall become applicable at the expiration of the thirty (30) day period if the breach has not been fully cured at that time.

Subject to the provisions of Section 10.4 below, the remedies in favor of DFM set forth in this Section 10.2 are not exclusive and DFM shall have the right to pursue any other remedy to which it may be entitled.

10.3   Debilitating Event. Any of the following events, which occurs with respect to DFM, shall be deemed to be a "Debilitating Event" and shall cause this Agreement to be modified immediately upon notice to the County of such Debilitating Event and shall cause the Agreement to terminate automatically two hundred forty (240) days thereafter:

(a) Any assignment by DFM for the benefit of its creditors; or the entry of a court order appointing a receiver or trustee for all or substantially all of DFM's assets or properties, which order shall not be vacated, set aside or stayed within sixty (60) days from the day of entry of said court order; or the filing by DFM of a petition in bankruptcy or the

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commencement of any similar proceeding under any law for the relief of debtors by or against DFM; or

(b) Any permanent cessation by DFM of its business, which is not succeed to by a successor in interest; or

(c) Any voluntary termination or dissolution of DFM pursuant to which the rights of DFM under this Agreement have not been transferred to a successor in interest.

10.4   Transition Period.   For purposes of this Agreement, the term "Transition Period" shall mean the sixty (60) day period immediately following the occurrence of a County Breach other than a County Breach related to the payment of money to DFM, or two hundred forty (240) days following the occurrence of a Debilitating Event, whichever is applicable. This Agreement shall continue, and all obligations of the parties hereunder shall remain, in full force and effect during the Transition Period subject only to legal impairments on the ability of DFM to perform if the Transition Period arises as a result of a Debilitating Event. Provided, however, in no event shall the Transition Period extend beyond the expiration of the term of this Agreement.

10.5   Obligations of the County At Expiration of Transition Period.

(a) Immediately upon the termination of this Agreement, the County shall return to DFM any and all tangible manifestations of any DFM Software previously delivered by DFM to the County, and any copies, duplicates or reproductions thereof, whether authorized or not.

(b) In the event of the occurrence of a Debilitating Event, the County shall be permitted to continue to use any Specified DFM Software during the Transition Period; provided, however, DFM will not provide any Software Maintenance, Software Enhancements or Software Releases during such period of time; and, provided, further, the obligation of the County to pay the Monthly Fee shall be reduced to an amount equal to eighty percent (80%) of the applicable Monthly Fee which would otherwise be applicable during such period.

10.6   Option to Purchase the Specified DFM Software. In the event of the termination of this Agreement as related to any Specified DFM Software, where such termination is as the result of a Debilitating Event, but only in such event, the County shall have the right and option to purchase the copy of the Specified DFM Software (including a copy of the source code) which it has installed on its Computer Hardware ("Software Purchase Option") on the terms and subject to the conditions set forth in this Section:

(a) In order to exercise its option pursuant to this Section, the County must deliver to DFM written notice ("Option Notice") of its intent to exercise the Software Purchase Option, specifying the Specified DFM Software which it desires to purchase, and it must deliver the Option Notice to DFM prior to the expiration of the Transition Period.

(b) The Purchase Price (as that term is defined below) is payable in cash in full not later than thirty (30) days after receipt by DFM of the Option Notice.

(c) The Purchase Price shall be equal to sixty (60) times the then applicable Monthly Fee for the Specified DFM Software which is the subject of the Software Purchase Option if the termination is during the first year after the commencement of the initial term of this Agreement as it is related to such Specified DFM Software, forty-eight (48) times the then applicable Monthly Fee if the termination is during the second year of the initial term, and thirty-six (36) times the then applicable Monthly Fee if the termination is at any other time.

(d) The Software Purchase Option is personal to the County and may not be sold or assigned. Strict compliance by the County with all of the provisions of this Section is required. Failure to strictly comply with the time frames shall cause the Software Purchase Option to terminate.

10.7   DFM Breaches. Failure by DFM and/or DFM's employees and agents to safeguard the security of County facilities, networks, systems and data shall constitute just cause for the County to terminate this agreement immediately, without further liability to DFM for payment. Failure by DFM and/or DFM's employees and agents to safeguard the security of County facilities, networks, systems and data shall entitle County to damages to the full extend permissible by law.

ARTICLE 11.
NO JOINT VENTURE

Nothing contained in this Agreement, or in any Addenda, shall be deemed or construed as creating a joint venture or partnership between the parties. Except as expressly set forth herein, no party by virtue of this Agreement or any Addenda is authorized as an agent, employee or legal representative of any other party, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

ARTICLE 12.
INJUNCTIVE RELIEF

Notwithstanding any provision of this Agreement or of any Addenda to the contrary, either party shall have the right to seek and obtain injunctive relief against the other party from any judicial or administrative authority having jurisdiction, including any superior court of the State of California or any federal district court.

ARTICLE 13.
MISCELLANEOUS PROVISIONS

13.1   <u>Permits and Licenses</u>. DFM and all of its employees and agents shall secure and maintain in force such license and permits as are required of DFM by law in connection to the furnishing of equipment, materials or services necessary for DFM's performance under this Agreement.

13.2   <u>Notices</u>. All notices, requests, demands and other communications required or contemplated hereunder shall be in writing, shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed to have been given upon the earlier of (a) the date of personal delivery to the person to receive such notice at the address indicated below or (b) if mailed to the person to receive such notice at the address indicated below, four (4) business days after the date of posting by the United States Post Office as evidenced by the execution of the return receipt. The parties addresses, for all purposes hereof, are as follows:

If to DFM: DFM Associates
                    10 Chrysler
                    Irvine, California 92618
                    Attn: Thomas G. Diebolt, President

If to the County: Lake County Purchasing
                    18 N County St, 9th Floor
                    Waukegan, IL 60085
                    Purchasing@lakecountyil.gov

Notice of change of address shall be given by written notice but shall not be deemed effective until it has been given in the manner detailed in this Section.

13.3   Not used.

13.4   Not used.

13.5   Assignment. The County and DFM shall not be entitled to assign this Agreement or any of its rights or interest in this Agreement, including any rights or interests in any Addenda. This Agreement contemplates a license between DFM and the County without any right to license, sublicense, assign or sublease. Except as provided herein, this Agreement shall be binding upon the parties hereto and their respective successors and assigns.

13.6   Captions.   The captions of the sections and subsections of this Agreement are included for reference purposes only and are not intended to be a part of this Agreement or in any way to define, limit or describe the scope or intent of the particular provision to which they refer.

13.7   Gender; Singular and Plural Number. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a corporation, partnership or other legal entity when the context so requires. Also, the singular shall include the plural number where the context so requires and vice versa.

13.8   Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. In the event of any ambiguity in or dispute regarding the interpretation of this Agreement, or any provision hereof, the interpretation of this Agreement shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the party who is the draftsman of this Agreement.

13.9   Partial Invalidity and Severability.   If any provision of this Agreement shall be held or deemed to be, or shall, in fact, be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or

provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever; provided, however, if any provision of this Agreement relating to the payment of monies to DFM or any provision of Articles 6, 7, 11 or 13 is found to be inoperative or unenforceable for any reason, then in such event, such provision shall not be severed from or read out of this Agreement. The invalidity of any one or more phrases, sentences, clauses, sections or subsections of this Agreement shall not affect the remaining portions thereof except as provided in the preceding sentence.

13.10   Further Assurances. Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other party, to better evidence and reflect the transactions described in and contemplated by this Agreement, and to carry into effect the intents and purposes of this Agreement.

13.11 No Implied Waivers. The failure of either party at any time or from time to time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at any later time nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of such provision.

13.12 Applicable Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws, and not the laws pertaining to conflicts or choice of laws, of the State of Illinois applicable to agreements made and to be performed wholly within the State of Illinois.

13.13 Counterparts. This Agreement and any Addenda may be executed simultaneously in one or more counterparts, each of which together shall constitute one and the same instrument.

13.14 <u>Entire Agreement; Amendment</u>. This Agreement and all Addenda incorporated herein, and all other agreements, documents or writings required to be delivered in connection herewith, contain the entire understanding between the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. No addition, modification or amendment of or to any term or provision of this Agreement, or to this Agreement as a whole, shall be effective unless set forth in writing and signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above mentioned.

DFM ASSOCIATES, a California
  Corporation

COUNTY OF LAKE, a political subdivision
of the State of Illinois

By_____

By_____
       Thomas G. Diebolt
         President

Its _____

EIMS™ for Windows SOFTWARE ADDENDUM

**WHEN SIGNED ON BEHALF OF THE COUNTY AND DFM
THIS ADDENDUM SHALL BECOME A PART OF THAT
CERTAIN MASTER AGREEMENT, DATED AS OF DECEMBER 1, 2025.
("MASTER AGREEMENT")**

EIMS™ is an acronym for Election Information Management System and means the computer software designed by DFM for use in the various processes used to register and manage voters, election officials and polling places as well as the election process itself. EIMS™ includes the EIMS ™ Software, the EIMS ™ Subsystems, any EIMS ™ Enhancement and any EIMS ™ Software Releases. EIMS ™ is proprietary to DFM and reference is made to Article 6 of the Agreement.

10 <u>Core Function</u>: The core function of the EIMS ™ is to gather and maintain data for use in the process of registering voters and the processing of elections. The ability of the EIMS ™ to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.

20 <u>Description of EIMS ™</u>: EIMS ™ is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

30 <u>Installation</u>: The DFM Software shall be deemed to have been installed when the County is able to perform daily routine maintenance of the Voter File, the Precinct District File and the Street Guide.

41 <u>LeadTools Image License</u>: $600.00

50 <u>Annual Lease Fees</u>: $191,868, charged in monthly installments of $15,989. This annual pricing shall remain firm/fixed for the full five-year term set forth below in 60 Initial Lease Term.

60 <u>Initial Lease Term</u>: Sixty (60) months from the installation of the EIMS ™ , expected by the parties to occur on or before December 1, 2025, and continuing thereafter until November 30, 2030.

Incorporation of Master Agreement.   The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

DFM ASSOCIATES, a California
 Corporation

COUNTY OF LAKE, a political subdivision
of the State of Illinois

By

By
        Thomas G. Diebolt
          President

Its _____

EXHIBIT A

EIMS® for Windows includes the following functional Modules:

Precinct/District
Create and maintain precincts, districts and the relationship between those entities.

Street Guide
Create and maintain street segments and their relationship to precincts.

Office/Incumbent
Create and maintain office types, office definitions, and incumbent data.

Voters
Create and maintain voter registration records. Allows for maintaining active,

canceled and inactive voter records. Provides duplicate checking, customer

tape generation, and other reporting features.

Affidavit Tracking
Maintains records of affidavits provided to third parties and tracks those

subsequently returned.

Officers/Polling Places
Maintain records of polling places, election officers and election night workers.

Maintain history.

Election Workspace
Manage Election definitions including contests, candidates and measures.

Provides Ballot typing, consolidation, election officer and polling place

management for the election. Produce election related mailings and reports.

Manage Absentee/Mailed ballot voters.

Petition Checking
Manage petition information, define new petitions, select random samples,

provides system directed signature checking.

Resources
Manage county specific information and options.