

SERVICES AGREEMENT

This Services Agreement (the "Agreement") made and entered into on the Effective Date (as defined below) by and between **Lake County Sheriff's Office** an Illinois county ("Lake County Sheriff's Office") with its principal place of business at 25 S. Martin Luther King Jr. Avenue, Waukegan, IL 60085, and **Prescient Development, Inc.**, an Illinois corporation, transacting business under the assumed name in Illinois, Prescient Solutions, with offices at 1515 Woodfield Rd, Suite 880, Schaumburg, IL 60173 ("Prescient") (Lake County Sheriff's Office and Prescient being sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties").

WHEREAS, Prescient provides staff augmentation consulting services related to computer network services;

WHEREAS, Prescient has available a staff of individuals to perform the service obligations set forth more fully in detail herein ("Consultants"); and

WHEREAS, Lake County Sheriff's Office wishes to have Prescient supply Consultants directly to Lake County Sheriff's Office and Prescient wishes to provide such Consultants to Lake County Sheriff's Office.

NOW, THEREFORE, Prescient and Lake County Sheriff's Office, in consideration of the mutual promises contained herein and other good and valuable consideration given and received, agree as follows:

1. CONSULTANT SERVICES

1.1. During the Term (as defined below) of this Agreement, Prescient agrees to supply Consultants, who shall in all cases be employees of Prescient, to provide for Lake County Sheriff's Office those services set forth on Attachment A which is hereby made an integral part of the Agreement (the "Services").

1.2. During the Term (as defined below), Lake County Sheriff's Office may place orders with outside contractors for projects and/or different types of services and activities as needed by Lake County Sheriff's Office, and in such cases, Lake County Sheriff's Office agrees to provide Prescient prior written notification of any projects or activities which will overlap with the Services provided by Prescient. If both Prescient and one of Lake County Sheriff's Office's contractors are working on separate tasks simultaneously, Lake County Sheriff's Office hereby agrees to cause its contractors to work in harmony with Prescient's Consultants so as not to cause any delay by Prescient's Consultant's in completing its work obligations hereunder. Prescient shall not be liable for services, work product, deliverables and/or materials provided by a third Party to Lake County Sheriff's Office.

1.3. Lake County Sheriff's Office shall designate to Prescient in writing its authorized representative(s) who shall place requests for Consultants by telephoning, faxing or e-mailing

Prescient. For purposes of this Section 1.3., the contact information with respect to any requests made by Lake County Sheriff's Office to Prescient for Consultants is as follows:

Ms. Kim Lindeman, CFO
Prescient Development, Inc.
c/o 1083 S. Salem Drive
Schaumburg, IL 60193
Telephone 847-524-1322
Fax 847-524-1070
Email at klindeman@prescientsolutions.com

Prescient shall notify Lake County Sheriff's Office in writing of any changes to the contact information.

1.4. Consultants will report to Lake County Sheriff's Office management, or the supervisor specified on a Work Order (as defined below) at the prescribed time indicated. Lake County Sheriff's Office will observe and advise the assigned Consultant in performing the agreed upon duties.

1.5. Lake County Sheriff's Office acknowledges that Prescient has not agreed to provide any services other than Services set forth in Attachment A. Requests for services and/or activities which are not set forth in Attachment A shall be accompanied by a written description of the project and/or the specific type of services and activities needed by Lake County Sheriff's Office ("Work Order"). The Work Order shall also set forth the scope of the project and deliverables, if applicable. Prescient shall endeavor to provide appropriate Consultants to staff additional Work Order requests at the request of Lake County Sheriff's Office, but failure to do so shall not be considered a default of the Agreement. Prescient shall specify in the Work Order the hourly or project rate it shall bill for its Consultants prior to the commencement of any such additional services requested by Lake County Sheriff's Office. The Work Order shall be signed and dated by the Parties.

2. PRICING, INVOICING, AND PAYMENT TERMS

2.1. Lake County Sheriff's Office will pay Prescient for Services rendered by Prescient's employees, at the pricing set forth in Attachment A, or at such pricing as agreed upon in a signed written Work Order requesting service other than Services set forth in Attachment A. In addition to payment for Services, Lake County Sheriff's Office will pay or reimburse Prescient: (i) all pre-approved hardware purchases and related other expenses charged to Lake County Sheriff's Office in carrying out its responsibilities and duties hereunder; and (ii) all costs and expenses (including, but not limited to, business and travel, including mileage incurred to and from locations other than the primary location defined above) incurred in performing Services for all of Prescient's employees assigned to Lake County Sheriff's Office.

2.2. Prescient will submit invoices to Lake County Sheriff's Office as defined within Attachment A. Along with such invoices, Prescient will include vouchers or invoices or other

evidence of payment or liability. Lake County Sheriff's Office shall make payments to Prescient in compliance with the terms of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* (the "Act"), and that any payments not received by Prescient in compliance with the Act shall constitute a default hereof entitling Prescient to terminate this Agreement.

Invoices will be submitted for payment by mail delivery to:

Lake County Sheriff's Office
Attn: Dawn Wucki-Rossbach, Business Manager
25 S. Martin Luther King Jr. Avenue
Waukegan, IL 60085
PH: 847-377-4217
dwuckirossbach@lakecountyil.gov

2.3. Lake County Sheriff's Office has sixty days (60) from receipt of invoice to notify Prescient of any errors or omissions relating to invoices to Lake County Sheriff's Office for the services of Prescient. Failure by Lake County Sheriff's Office to notify Prescient within such time period constitutes waiver of any objections related thereto.

3. RESPONSIBILITIES OF THE PARTIES.

3.1. Employer of Consultants. Prescient represents that it is and will be the employer of any Consultants it assigns to Lake County Sheriff's Office.

3.2. Prescient's General Duties. Prescient will recruit, interview, select, hire and assign, control and direct Consultants who, in Prescient's judgment, are qualified to perform the Services and any additional services pursuant to a valid Work Order. As the employer, Prescient will: (i) maintain all necessary personnel and payroll records for its employees; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, (e.g., vacation and holiday pay) directly to its employees; (v) provide for liability insurance as specified in this Agreement; (vi) provide workers' compensation insurance coverage in amounts as required by law; and (vii) abide by Lake County Sheriff's Office's policies and procedures with respect to the observance of holidays, workweek, and dress code. Lake County Sheriff's Office shall provide all Consultants with a copy of the current Lake County Sheriff's Office policies and procedures in these areas prior to the reporting to Lake County Sheriff's Office management. In addition, Lake County Sheriff's Office agrees to provide Consultants with all amendments to such policies and procedures as soon as they become available.

3.2.1. Prior to any employee performing work for the County under this Agreement, Prescient agrees to provide to the County copies of all completed background checks and training records verifying said employees meet both industry and County specified standards.

3.3. Confidentiality.

3.3.1. Prescient agrees that it and its Consultants assigned to Lake County Sheriff's Office will not disclose any information learned during the performance of this Agreement relating to the business of Lake County Sheriff's Office that is, in fact, confidential including, without limitation, all proprietary information and trade secrets of Lake County Sheriff's Office for any purpose, provided, however, Prescient and its Consultants may disclose such information under any of the following circumstances: (1) disclosure thereof in good faith by a Consultant in connection with the performance of Services or activities pursuant to any valid Work Order; (2) disclosure which Consultant is advised by counsel is required by a court or other governmental agency or competent jurisdiction, provided that Consultant first gives Lake County Sheriff's Office written notice and an opportunity to prevent such disclosure or otherwise seek protection of such information, or (3) disclosure by Consultant of any such information or data which is generally known within the industry or available from other persons who do not have a fiduciary duty or obligation of confidentiality to Lake County Sheriff's Office.

3.3.2. Notwithstanding any other provision of this Agreement, Lake County Sheriff's Office acknowledges that Prescient and its Consultants are active, experienced and knowledgeable about the industry in which Lake County Sheriff's Office operates, and it is impossible for Prescient and its Consultants to learn information relating to the business of Lake County Sheriff's Office, or acquire ideas, know-how or technical knowledge during the Term arising out of any customized applications developed by Prescient for Lake County Sheriff's Office's specific use ("Application Development"), and not have it affect their understanding of the industry in which Lake County Sheriff's Office, its competitors and customers operate, and that such understanding may affect what Prescient and its Consultants do in the future within the industry, and Lake County Sheriff's Office does not expect nor request that Prescient and its Consultants forget what they have learned from Lake County Sheriff's Office which may be confidential. Prescient's, and its Consultants' promises of nondisclosure of the information, is limited to direct express disclosure, whether written or verbal, of information which is confidential, in fact, to third parties.

3.3.3. The Parties agree that the pricing and billing rate agreed upon in Attachment A, or in any valid Work Order, is a confidential matter between Prescient and Lake County Sheriff's Office, and except as required by law, or to inform its legal and/or financial advisors, neither Party will divulge or disclose the pricing or billing rates without the prior express written permission of the other Party. The parties acknowledge that Lake County Sheriff's Office is a unit of local government and that this Agreement must adhere to the procurement process of the Lake County Purchasing Ordinance adopted by the Lake County Board. The parties also agree that this Agreement is likely subject to the Illinois Freedom of Information Act and will be produced in response to a lawful request.

3.4. Orientation. Lake County Sheriff's Office is responsible for ensuring that Consultants assigned by Prescient attend orientation meetings regarding procedures and expectations of Lake County Sheriff's Office relating to the Services.

3.5. Reports and Information. As reasonably requested by Lake County Sheriff's Office, but in no event more frequently than weekly, Prescient will provide Lake County Sheriff's Office with status reports of the Services rendered and any valid Work Orders hereunder.

3.6. Compliance. Prescient and all Consultants assigned by Prescient shall comply with all applicable laws, regulations, orders, ordinances, codes and standards, including identification and procurement of required permits, certificates, approvals and inspections, insurance coverage (including workers' compensation), proper withholding and submission of social security and income taxes and any other laws, which subsequently become applicable to Prescient or to Prescient's employees or agents, in performance under this Agreement.

3.7. Performance. Prescient shall fill requests for skill levels only and not individuals. Should Lake County Sheriff's Office become dissatisfied with the performance of a Consultant, Lake County Sheriff's Office shall notify Prescient in writing with details of the unsatisfactory performance and Prescient shall replace that person as soon as reasonably practical, but no later than twenty (20) business days following Lake County Sheriff's Office's written request, provided, however, such request does not violate any federal or state employment laws. Notwithstanding anything contained in this Agreement to the contrary, this Agreement will not in any way affect the right of Prescient, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its Consultants, including those Consultants placed at Lake County Sheriff's Office hereunder. It is the Parties desire to provide the best possible climate for achievement of the goals of the Parties. In order to maintain an atmosphere where these goals can be accomplished, the Parties recognize and agree that communications will be open so that problems can be discussed and resolved in a mutually respectful atmosphere taking into account individual circumstances and the individual Consultant. The Parties believe that by communicating with each other, any difficulties that may arise will be resolved.

3.7.1. The County reserves the right to remove or prevent any employee designated by Prescient from performing work under this Agreement and such right can be exercised at any time and without prior notice if said employee has violated any Lake County Sheriff's Office policies and procedures and Prescient shall replace that person as soon as reasonably practical, but no later than twenty (20) business days following Lake County Sheriff's Office's written request, provided, however, such request does not violate any federal or state employment laws. Any employee designated by Prescient that is prohibited from performing work under this contract may not be assigned to any other location covered by this Agreement.

3.8. Reassignment of Consultants. Prescient will supply Consultants to Lake County Sheriff's Office who possess a level of skill commensurate with that necessary in order to provide the Services and not individuals. Lake County Sheriff's Office acknowledges and agrees that from time

to time during the Term, a Consultant's skill level may change necessitating a shift in job responsibilities, an increase in Consultant's compensation and a new assignment. Lake County Sheriff's Office acknowledges and agrees Prescient shall have the exclusive right, exercisable by Prescient, to reassign or transfer, either permanently or temporarily, Consultants assigned to Lake County Sheriff's Office, but Prescient shall (i) provide Lake County Sheriff's Office twenty (20) business days prior notice of such reassignment or transfer; and (ii) through the assignment of replacement personnel, assure Lake County Sheriff's Office that such new personnel assigned to Lake County Sheriff's Office possess a level of skill initially required in order to perform Services.

3.9. Ownership. Any deliverables made available to Lake County Sheriff's Office as part of the Services rendered herein by Prescient, including all software and programming (the "Deliverables"), shall become the exclusive property of Lake County Sheriff's Office and Prescient.

3.10. Permissions and Representations of Lake County Sheriff's Office. Lake County Sheriff's Office represents and warrants to Prescient that it has or shall obtain prior to Prescient rendering Services hereunder any and all consents, permissions, authority and licenses to use and modify all computer software and programs that are the subject, or within the scope, of Services or valid Work Order(s); that said consents, permissions, authority and licenses shall be to use the operating systems programs and related supporting documentation, including all software, together with all future updated versions thereof; and that said licenses to use and modify all computer software are fully paid up and valid. Lake County Sheriff's Office agrees to indemnify and save harmless Prescient and its respective officers, agents and employees from any liability and expenses arising out of (i) any breach, inaccuracy, misrepresentation or untruth of any representation or warranty of Lake County Sheriff's Office hereunder; or (ii) any alleged patent or copyright or modification of the computer programs to be serviced by Prescient. The representations and warranties made by Lake County Sheriff's Office in this Section shall survive the termination of this Agreement.

4. TERM AND TERMINATION

4.1. This Agreement shall be deemed to have commenced on the date of Lake County Sheriff's Office's execution of this Agreement (the "Effective Date") and shall continue until terminated as hereinafter provided (the "Term").

4.2. Both Prescient and Lake County Sheriff's Office shall have the right to immediately terminate this Agreement in whole in the event of any material breach of the obligations set forth in this Agreement by the other Party, other than Lake County Sheriff's Office's failure to pay Prescient's invoices in accordance with the provisions of Section 2.

4.3. In the event of termination of this Agreement, Prescient will remove its Consultants from performing Services from and after the date of termination.

4.4. Non-Solicitation. During the term of this Agreement and for a period of two years following the end of the Term (or any Additional Term if applicable) for any reason, except with the prior written consent of the other party, each party agrees that it will not, directly or indirectly, on its own behalf or on behalf of any other person or entity:

(a) Solicit, induce or attempt to solicit or induce for hire, employment or other work arrangement any then current employee of the other party or any individual who was an employee of the other party within the one year period prior to such solicitation, inducement or attempted solicitation or inducement (collectively "Employee");

(b) Hire, employ, or utilize the services of, whether directly, indirectly or through a third party, any Employee of the other party; and/or

(c) Engage in any act that would interfere or attempt to interfere with the relationship between the other party and any Employee or attempt in any manner to cause an Employee to modify or terminate its relationship with the other party.

4.5. The Parties further agree that the provisions of Sections 2, 3, 4, 7, 8 and 9 shall survive the termination of the Agreement.

5. RELATIONSHIP OF THE PARTIES

At all times during the Term of this Agreement Prescient shall retain its independent status, and Prescient and its Consultants are and shall at all time be independent contractors to Lake County Sheriff's Office. The Consultants assigned to Lake County Sheriff's Office under this Agreement shall remain employees of Prescient and shall not by reason of their assignment to Lake County Sheriff's Office become employees of Lake County Sheriff's Office.

6. INSURANCE

6.1. Prescient will procure and maintain insurance during the Term of this Agreement, and shall provide Lake County Sheriff's Office with a certificate of such insurance which names Lake County Sheriff's Office, and its officers, agents and employees as additional insureds, covering the following risks:

- (i) Commercial General Liability -- \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
- (ii) Worker's Compensation -- Statutory Limits;
- (iii) Employer's Liability -- \$1,000,000.00;
- (iv) Umbrella Liability -- \$1,000,000.00; and
- (v) Auto Liability - \$1,000,000.00 hired and non-owned motor vehicle coverage.

6.2. If Prescient's certificate of insurance or policy of insurance expires, or is cancelled during the Term of this Agreement, or is materially modified, Prescient shall so advise Lake County Sheriff's Office. Prescient shall furnish evidence of coverage prior to any services being performed at Lake County Sheriff's Office, in the form of a Certificate of Insurance which names Lake County Sheriff's Office, and its officers, agents and employees, as additional insureds. Lake

County Sheriff's Office shall maintain insurance and/or otherwise assume the entire risk of loss for and damage to all Lake County Sheriff's Office equipment and any risks, including monetary damages and losses which may arise due to acts of God and any circumstances that are beyond Prescient's reasonable control.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 Subject to the limitations as hereinafter set forth, Prescient assumes and agrees to indemnify and save harmless Lake County Sheriff's Office and its officers, agents and employees from any liability and expenses with respect to claims for bodily injury or death or property loss or damage by whomsoever such claim may be asserted, which claims are based in whole or in part upon any negligent act or omission on the part of Prescient, its agents, servants, Consultants, or employees in providing Services, or any services pursuant to a valid Work Order.

7.2. Lake County Sheriff's Office will provide Prescient prompt written notice of the assertion of any claim related to this indemnification, along with any information in the possession of Lake County Sheriff's Office related to such claim, so as to permit Prescient reasonable time within which to notify its insurers of such claim, and the tender of the defense thereof by Prescient.

7.3. Regardless of whether any remedy set forth herein fails of its essential purpose, in no event shall either Party be liable for any incidental, special, exemplary, punitive, consequential, indirect or similar damages or expense, whatsoever, (including without limitation, damages for any loss of business profits, business interruption, loss of business information, loss of data, computer failure or malfunction, loss of equipment, facilities or services, or any other pecuniary loss) under or in connection with this Agreement, regardless of how characterized and even if such Party has been advised of the possibility of such damages, however, this provision shall not apply to any violation of the provisions of Sections 2, 3.9., 3.10., 4.3., 4.6 and 10 by either Party.

7.4 Notwithstanding anything mentioned in this Agreement to the contrary, Prescient will not be liable to Lake County Sheriff's Office to the extent that the aggregate amount of loss, claim, damage, cost, expense or liability is determined by a final judgment by a court to be greater than the amount paid by Lake County Sheriff's Office to Prescient during the twelve (12) month period immediately preceding the date on which the event, which is subject matter of a claim brought by Lake County Sheriff's Office against Prescient, is said to have occurred.

8. DISCLAIMER OF IMPLIED WARRANTIES AND OUTAGES OR NETWORK FAILURES

8.1 The Parties acknowledge that the Application Development and Deliverables are provided "AS IS" and may not be functional on any machine or in any environment. **PRESCIENT HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Prescient makes no warranty as to the accuracy, correctness, or completeness of any information obtained through the use of the Application Development and/or Deliverables and will not be legally responsible for (i) any errors or omissions arising from the use

of any such information, (ii) any failures, delays, or interruptions in the delivery of any information related to the Application Development and/or Deliverables, or (iii) losses or damages arising from the use of the information obtained through use of the Application Development and/or Deliverables.

8.2 Lake County Sheriff's Office agrees that Prescient shall not be liable to Lake County Sheriff's Office for any loss or damage sustained by Lake County Sheriff's Office arising out of any outages or failures of networks or information systems.

9. NOTICES

9.1. Except as provided in Section 1.3., Any notices or demands which may be or are required to be given by either party to the other under this Agreement shall be in writing, and all notices, demands and payments required to be given or made hereunder shall be given or made either: (i) by hand delivery; (ii) by United States certified mail, postage prepaid; (iii) by electronic mail; or (iv) if sent by nationally recognized overnight carrier, addressed to Prescient or Lake County Sheriff's Office, respectively, at the following addresses, or at such other place as Prescient or Lake County Sheriff's Office may from time to time designate in writing:

If to Lake County Sheriff's Office:

Lake County Sheriff's Office
Attn: Dawn Wucki-Rossbach, Business Manager
25 S. Martin Luther King Jr. Avenue
Waukegan, IL 60085
Email: DWuckiRossbach@lakecountyil.gov

If to Prescient:

Mr. Phil Greco, Controller
Prescient Development, Inc.
1515 Woodfield Road Suite 880
Schaumburg, IL 60173
Email: pgreco@prescientsolutions.com

9.2. All notices, demands and payments will be deemed to be received: (i) if given by hand delivery, when delivered in person; or (ii) if given by certified mail, four (4) business days after deposit in the United States mail; or (iii) after one business day if sent by nationally recognized overnight carrier.

10. REMEDIES

10.1. If any action is brought by a Party for the violation of any of the covenants in Sections

2, 3 or 4, the other Party acknowledges and agrees that because of the immediate and irreparable injury which would be sustained by such Party if such violation were to continue, an order may be entered enjoining the other Party from violating any such covenant, either temporarily, preliminarily or as a part of a final judgment in the litigation, all without a requirement that such Party post bond. If contrary to this provision, a court shall require a Party to post bond in connection with the entry of an injunctive order, the Parties agree that such bond shall be without surety, and may stand as such Party's own undertaking. A Party's application for injunctive relief shall not prejudice any other claim or cause of action which such Party may pursue by reason of the violation of any of the covenants in Sections 2, 3 or 4, nor shall it prejudice such Party's right to maintain any other claim or cause of action under this Agreement.

10.2. In the event of any legal proceeding brought by a Party regarding Sections 2, 3 or 4 of this Agreement, the other Party agrees to pay to such Party all costs, court costs and ancillary expenses incurred by such Party in enforcing its rights hereunder. If litigation is necessary to enforce the covenants contained in Sections 2, 3 or 4 of this Agreement, both Parties agree to submit to the jurisdiction of the Courts of the State of Illinois and agree that exclusive venue shall be proper in the 19th Judicial Circuit Court, State of Illinois.

10.3. If any provision contained in Sections 2, 3 or 4 shall be determined by any court of competent jurisdiction to be unenforceable as a consequence of imposing overly broad restrictions, such restrictions shall be interpreted as broadly as permissible, and such unenforceability shall not affect any other provision of this Agreement.

11. MISCELLANEOUS

11.1. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns. This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party, without the prior express written consent of the other Party, may assign this Agreement, or delegate the performance of all or part of its obligations and duties hereunder, to an Affiliate (provided the assigning or delegating Party guaranties the Affiliate's performance) or to any successor to all or substantially all of its interest in the business to which this Agreement relates, provided, however, in such event, the Party seeking assignment of this Agreement shall notify the other Party of its desire to assign the Agreement. Under such circumstance, the other Party shall have thirty (30) days from the date of notice within which to notify the Party desiring to assign the Agreement of said non-assigning Party's election to elect to terminate this Agreement. As used herein, "Affiliate" of a Party shall mean any corporation or other business entity controlled by, controlling or under common control with such Party.

11.2. Governing Law. The terms of this Agreement shall be construed and take effect in all respects in accordance with the laws of the State of Illinois, notwithstanding choice of law principles. The exclusive venue for all claims and controversies arising hereunder shall be the 19th Judicial Circuit Court, State of Illinois.

11.3. Compliance With Laws. In the performance of this Agreement, each party agrees to comply with all applicable laws, rules, and regulations.

11.4. Severability. The terms of this Agreement are separate and divisible. A conclusion of law that one or more provisions are void or voidable will not void the entire Agreement. Wherever possible, the terms of this Agreement shall be interpreted and construed so as to permit its enforceability.

11.5. No Waiver. No waiver of a breach of any provision of this agreement shall be construed as a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this agreement shall be construed as a waiver of such breach.

11.6. Force Majeure. Neither Party to this Agreement shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, or if performance hereunder is prevented, restricted or interfered with by reason of any acts of war, riot, insurrection, fire, flood, tornado, natural calamity, act of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body, strike or other labor activities, shipping or transport delays, materials or labor shortage, or accident or plant breakdown not caused by the fault or neglect of a Party, then that Party shall be excused from such performance to the extent of the "force majeure." The Party so affected shall give prompt notice to the other Party, by any method appropriate under the circumstances. The Party so affected shall use its best efforts to avoid or remove the "force majeure," and shall further continue on and use its best efforts to complete full performance of this agreement when such causes are removed.

11.7. Survival. Any obligations of a Party hereunder which by their nature would continue beyond the termination or expiration of this Agreement shall survive such termination or expiration.

11.8. Complete Understanding. This Agreement and Attachment A constitute the entire agreement between the Parties, superseding any prior understandings, arrangements or agreements whether in writing or oral. This Agreement embodies the entire agreement between the Parties hereto. Any amendment or modification or other change in the provisions of this Agreement must be made in writing and signed by both Parties to be effective.

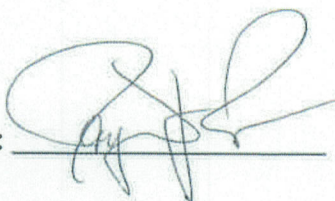
11.9. Headings. The headings and titles used herein are for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

11.10. Drafting. The Parties have had an equal opportunity to participate in the drafting of this Agreement and Attachment A. No ambiguity will be construed against any Party based upon a claim that the Party drafted the ambiguous language.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

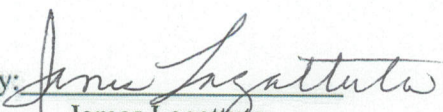
LAKE COUNTY SHERIFF'S OFFICE
an Illinois county

PRESCIENT DEVELOPMENT, INC.,
an Illinois corporation

By: 

Its: Undersheriff

Date: January 17, 2016

By: 
James Lagattuta

Its: C.E.O.

Date: 2-18-2016