

MASTER SERVICES AGREEMENT

INTRODUCTION

Effective Date: March 12th 2018

Between: City of Waukesha (hereinafter referred to as "Client") located at 201 Delafield Street, Waukesha WI 53188; 262.524.3550; and

Remington Associates Ltd., an Illinois corporation doing business as HALOCK Security Labs, (hereinafter referred to as "HALOCK"), located at 1834 Walden Office Square, Suite 200, Schaumburg, IL 60173, 847.221.0200

DEFINITIONS

Client and HALOCK are individually referred to herein as "Party", and collectively referred to herein as "the Parties."

TERMS AND CONDITIONS

1.0 Document Description. This document (hereinafter referred to as "Agreement") is for the benefit of Client and HALOCK as described above. It shall be binding upon Client and HALOCK's written approval and acknowledgment. HALOCK supplies technical consulting services only in accordance with the complete terms and conditions contained in this Agreement or any schedule attached hereto and made a part hereof. HALOCK makes no other claims or representations regarding its Services other than those outlined in this Agreement or other proposals or agreements by HALOCK.

2.0 Project Description. HALOCK shall provide Client with technical consulting services ("Services") to be agreed upon by the parties, and Client will be billed on a time and materials basis unless a specific proposal, schedule or statement of work (hereafter collectively referred to as "SOW") specifies a fixed fee or other billing arrangement.

3.0 Invoicing and Compensation. Unless otherwise specified in a SOW, invoicing and compensation shall be as follows: HALOCK shall invoice Client on a weekly basis for time and materials work. HALOCK shall invoice Client upon achieving project milestones, or scheduled dates, for fixed fee engagements. Time and materials rates are provided in a separate rate sheet that is updated and published on an annual basis or may be provided in a specific SOW with rates that apply only to that engagement. A service charge of 1.5% per month will be charged for all delinquent invoices. In addition, Client shall reimburse HALOCK for any additional reasonable expenses not herein authorized but subsequently incurred at Client's request with prior approval, provided, however, that such expenses are incurred in the proper performance by any employee and/or subcontractor who performs services under this Agreement. Payment

terms are Net-30. HALOCK may, at its sole discretion, remove its employees from Client's premises if HALOCK's invoices are not paid in accordance with the terms of this Agreement or other applicable agreements.

4.0 Fees. A separate SOW, quotation or proposal may be supplied for details of fees and payment terms. For projects in the absence of any other mutually agreed upon fee structure, HALOCK's Rate Sheet shall contain a list of applicable rates. HALOCK reserves the right to adjust fees at its sole discretion and publish on an annual basis.

5.0 Pricing Adjustments and Limits. The Client understands that scope increases and/or changes to any work to be performed by HALOCK under this Agreement, any statement of work, and/or any other agreement between the Parties will require a documented "Change Order." HALOCK will author any Change Orders, and a Change Order shall not take effect or become legally binding until it is mutually agreed to and signed by both Client and HALOCK. The Parties will document, in the Change Order, any adjustment to fees and/or the payment schedule that may apply.

6.0 Normal Business Hours. "Normal Business Hours" are defined as 7:00 AM to 7:00 PM, Monday through Friday, CST, except for U.S. Federal Holidays. Unless otherwise specified in a SOW, fees and/or billing rates for work performed within Normal Business Hours will be billed at the standard hourly rate (see rate chart above). Hours worked outside of Normal Business Hours may be billed at HALOCK's Incident Response Rate at the discretion of HALOCK's Account Manager. HALOCK will obtain authorization from Client before engaging in work efforts outside of Normal Business Hours.

7.0 Billable Time. Unless otherwise specified in an SOW, billable time for all onsite work is billed in 15-minute increments with a two-hour minimum. Any work requested outside of Normal Business Hours will be billed at Incident Response Rate at the discretion of HALOCK's Account Manager. Work performed at HALOCK's office will be billed according to actual time in 15-minute increments. Phone support will be billed according to actual time in 15-minute increments. Emergency response requests (less than 48 hours advanced notice) may be billed at the Incident Response Rate at the discretion of HALOCK's Account Manager.

8.0 Travel Time. Unless otherwise specified in a SOW, the following will specify HALOCK's travel rate policy. Travel time is defined as the time to travel (ground and/or air) from HALOCK's Schaumburg office to the Client site when on-site work is required.

8.1 Inside Chicagoland. For Clients who are located within 60 miles of HALOCK's Schaumburg Office and the billable time for the day is less than 7 hours, one-way travel charges will apply. When billable time for the day is 7 hours or more, no travel time will apply.

8.2 Outside Chicagoland. For Clients located more than 60 miles from HALOCK's Schaumburg Office, travel time will be defined as the time required to perform round

trip travel and be billed at 50% of the consultant's bill rate, plus actual travel expenses (mileage, airfare, hotel and food) round trip to and from the engagement. Copies of receipts will be submitted with expenses.

9.0 Business Relationship and Employment.

9.1 Relationship. It is expressly understood and fully agreed that any HALOCK subcontractor or HALOCK employee who performs any Services under this Agreement shall be and will always remain, respectively, a subcontractor or employee of HALOCK. Any subcontractor or HALOCK employee who provides services to Client under this Agreement shall be considered an independent contractor vis-à-vis the Client. The Parties to this Agreement do not intend to create a partnership and/or joint venture with one another, and Client shall not be liable for any obligations incurred by HALOCK unless specifically authorized in writing, as required by law, or as otherwise described in this Agreement. HALOCK shall not act as an agent of Client, and shall not, ostensibly or otherwise, bind Client in any manner, unless specifically authorized to do so in writing. Client shall not engage directly with a HALOCK subcontractor for billing purposes.

9.2 Assignment of Additional Subcontractors or Employees. The assignment of additional subcontractors or HALOCK employees to work under the Agreement may be made at HALOCK's discretion, and shall not operate to alter or cancel any of the applicable terms and conditions of this Agreement. All HALOCK employees and HALOCK subcontractors are subjected to HALOCK's background check, confidentiality agreements, and screening process.

9.3 Non-Solicitation. Except for any individual who is expressly identified on Schedule A (Conversion of HALOCK Employee or Subcontractor to Client Employee), each Party agrees that, for the duration of this Agreement and for a period of one (1) year following the termination of this Agreement, neither Party will directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of the other Party and/or any subcontractor who performs work under the Agreement. Except for a HALOCK employee who, with Client's actual knowledge, performed Services for Client under this Agreement, the prohibitions set forth in this Section 9.3 shall not apply to the hiring of any such person who responds to a general solicitation or public advertising for employment with Client. Any Party that breaches this non-solicitation provision shall be subject to liability for liquidated damages in an amount equivalent to six (6) month's salary for the employee and/or subcontractor at issue.

9.4 Facilities and Services to be provided by Client. Unless otherwise stated in this Agreement, Client shall provide any subcontractor and/or HALOCK employee who performs services under this Agreement with work space, desks, terminals, and incidental supplies at Client's facilities as required by the specific project or as defined within a SOW.

9.5 Out of Pocket Costs Reimbursements. If any HALOCK employee or HALOCK subcontractor is required by Client to incur “out of pocket” costs (such as travel and meals) as an incidental requirement under this Agreement, such costs as shall be reimbursed to HALOCK as authorized by Client.

9.6 Replacements. In the event that any HALOCK employee withdraws from work without Client's approval before conclusion of the work specified in this Agreement, then HALOCK shall supply an acceptable replacement to Client as soon as possible. Except as otherwise provided herein, HALOCK shall have no liability to Client, other than to supply an appropriately skilled replacement.

9.7 Relationship of Subcontractors. Client expressly acknowledges that HALOCK may, in its sole discretion, elect to supply the Client with an individual who is designated as a “Subcontractor” to perform services under a separate SOW. Client expressly acknowledges and understands that any such Subcontractor is not an employee of HALOCK.

10.0 Delays. HALOCK and Client will mutually agree to dates for services to be performed and will make reasonable efforts to schedule and coordinate all project activities. In the event that either Party needs to reschedule a work activity for any reason, the notifying Party may do so without penalty so long as the notified Party is provided notice at least ten (10) business days prior to the scheduled work activity. HALOCK has the sole discretion to accept or deny a request, from Client, to reschedule for a specific alternate date. The Client's failure to provide HALOCK with 10 business day notice, under this paragraph 10.0, may result in changes to the scope, schedule and/or an increase in fees unless alternate arrangements are agreed to by and between HALOCK and Client. In the event delays are defined in a SOW, the terms of the SOW shall take precedence over this paragraph 10.0, and shall only apply to the services under that SOW. In the event that the Client requests or requires a delay beyond one year from date on executed SOW, the Agreement will be terminated without any refund to Client, unless otherwise agreed by the Parties.

11.0 Confidential Information, Nondisclosure and Data Security.

11.1 General Provisions. In order that HALOCK may effectively provide fulfillment of this Agreement to Client, it may be necessary or desirable for Client to disclose confidential and proprietary information pertaining to Client's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, HALOCK will instruct its employees to regard all information gained by each such person, as a result of the Services to be performed, as information that is proprietary to Client, and to keep such information strictly confidential. All records, files specifications, and technical data and the like relating to Client's business, which HALOCK shall receive, use, or come into contact with, shall be and remain Client's sole property and cannot be copied, or disseminated without Client's written permission. It is

anticipated that Client may, from time to time, be provided with information that is confidential or proprietary to HALOCK. Neither Party will directly or indirectly disclose any confidential information except as required in the course of discharging its obligations under this Agreement. Furthermore, HALOCK agrees that it will not reveal any information pertaining to the business of Client, including business practices, processes and methods of operation, except as may be required in performing Services. All records, files specifications, and technical data and the like relating to HALOCK's business, which Client shall prepare, use, or come into contact with, shall be and remain HALOCK's sole property and cannot be copied, or disseminated without HALOCK's written permission.

11.2 Limitations. Confidential information shall not, however, include any information which (i) is or subsequently becomes publicly known and made generally available through no action or inaction of the receiving Party; (ii) is in the possession of the receiving Party, without confidential restrictions, at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (iii) is independently developed by the receiving Party without use of or reference to the disclosing Party's confidential information, as shown by documents and other competent evidence in the receiving Party's possession; or (iii) is required to be disclosed pursuant to the Wisconsin open-records law, in the sole discretion of the Client's attorney.

11.3 Disclosure. In the event that the receiving Party is requested or required (including, without limitation, by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) by a court of law, governmental authority or regulator to disclose any confidential information, the receiving Party will give the disclosing Party, to the extent not prohibited by law, rule, applicable authority or regulation, prompt written notice of such request or requirement so that the disclosing Party may seek an appropriate order or other remedy protecting the confidential information from disclosure. The receiving Party will cooperate, to the extent commercially reasonable and at the disclosing Party's expense, with the disclosing Party to obtain such protective order or other remedy. In the event that a protective order or other remedy is not obtained or the disclosing Party waives its right to seek such an order or other remedy, the receiving Party may, without liability under this Agreement, furnish only that portion of the confidential information that the receiving Party is requested or required to disclose as determined by the receiving Party. Nothing contained in this paragraph 11.3 shall prohibit the receiving Party from disclosing confidential information if required by any governmental, judicial, administrative or regulatory authority having jurisdiction over the receiving Party. The receiving Party will notify the disclosing party of the request if permitted by law.

11.4 Gramm-Leach-Bliley Act. HALOCK adheres, as applicable to the services rendered, to the final privacy rules pursuant to Section 501 (a) of the Gramm-Leach-Bliley Act. Further, in accordance with Section 501 (b) of the Gramm-Leach-Bliley Act (as defined in 15 U.S.C. 6801-6809), as a nonaffiliated third party to financial institutions, HALOCK does not engage in any activities as a financial institution nor does HALOCK provide services that would be defined as a financial service. In the course of providing consulting services, HALOCK may knowingly or unknowingly encounter nonpublic personal information (“NPI”). HALOCK will not intentionally store, process, or transmit this information unless authorized as a requirement of the services rendered. HALOCK will not disclose or share NPI with third parties nor will HALOCK use any NPI for its own marketing purposes. HALOCK will report any material breaches affecting the financial institution’s NPI to the financial institution should such breach occur, including an estimate of the intrusion’s effect on the financial institution, or any of its customers, and the corrective action taken or to be undertaken. HALOCK’s GLBA policy may be revised or updated and is available upon request.

11.5 Reporting Requirements. HALOCK will promptly report any confirmed breaches in security or unauthorized access to or disclosure of Client’s confidential information, including without limitation any instance of theft, unauthorized access by fraud, deception or other malfeasance or inadvertent access that resulted in any unauthorized access to or disclosure of the Client’s confidential information (a “Security Event”), whenever such breaches should occur, including an estimate of the intrusion’s effect on the Client, or any of its customers, and the corrective action taken or to be undertaken. HALOCK will provide Client with all reasonable cooperation in connection with any Security Event. In the event of a Security Event, HALOCK shall, upon Client authorization: (i) conduct an investigation of the Security Event, including the collection and preservation of data and evidence concerning the Security Event; (ii) take all steps appropriate and necessary to contain, prevent and mitigate any further Security Event; (iii) provide Client prompt notice of any such Security Event, but not later than twenty-four (24) hours after HALOCK learns of a confirmed Security Event; (iv) provide Client with a written report concerning any such Security Event within three (3) business days of the Security Event; (v) document and detail the remedial action taken and planned to be taken by HALOCK, to remediate any such Security Event; and (vi) and reasonably cooperate with Client to provide information as requested by Client, provided such requests do not violate confidentiality agreements established by and between HALOCK and other third parties.

11.6 Notice of Changes in HALOCK’s Security Program. HALOCK shall notify Client whenever there are changes in its security program that would materially affect the terms stated in sections 11.1-11.5.

12.0 Assessments, Audits, Penetration Testing, and Incident Response.

12.1 General Provisions. HALOCK, through the course of its work efforts for Client, may need to perform automated scanning, manual attempts to exploit vulnerabilities, incident response, forensic analysis and/or other assessment activities in order to gain control of target systems and identify related vulnerabilities. These activities involve a variety of tools and techniques that may cause the target services to behave in an unintended manner. This may result in servers, services, applications, or other devices becoming unresponsive, and could potentially lead to data loss and/or data corruption. To the extent possible, HALOCK will take precautionary measures to avoid any such problems by conducting a planning session with Client prior to commencement of the assessment. These activities will be coordinated with the client's IT department.

12.2 Client's Obligations and Waiver of Claims. The Client is expected to take appropriate steps to ensure that data and information on all systems that fall within the scope of Services and/or that may be impacted by the Services have been properly backed up prior to commencement of the Services. The Client agrees that it will make appropriate personnel available to aid in the planning and coordination of Services activity in order to minimize business impact and to assist in the process of recovering systems functionality if problems do arise. The Client shall grant HALOCK sufficient access to its networks, systems, and/or applications to perform the Services outlined in the related SOW. HALOCK will not be subject to liability for claims of any kind whatsoever that result from the Client's failure to take appropriate steps to back up data and/or information on its systems, and Client expressly waives any and all claims of any kind whatsoever, against HALOCK, which result from Client's failure to back up its data and/or information.

12.3 Impossibility of Identifying All Issues and Vulnerabilities. Client acknowledges and understands that, during the course of any incident response or other assessment activity, it may be impossible and impractical for HALOCK to assess 100% of a Client's environment and, in the performance of its work, HALOCK will only assess a reasonable sample of the Client's system, server, applications, processes and/or documentation. HALOCK will conduct a reasonable sampling of the relevant information and Client recognizes that HALOCK cannot identify every single problem with a Client's system, server, application, process and/or documentation. In light of the unpredictable nature of how systems may react to tools and techniques that HALOCK may use during the course of its work, HALOCK makes no guarantee and Client expressly acknowledges that the final report will identify all vulnerabilities, liabilities, and/or control gaps that may, have or will affect the organization.

12.4 Inability to Guarantee Identification of Incident Source during Incident Response Work. During the performance of any incident response and/or forensic analysis, HALOCK will make all reasonable efforts to identify the source of the incident.

However, HALOCK makes no guarantee that it will be able to identify the incident source, and makes no guarantee that its final report will include the source of the incident. Client expressly acknowledges and understands HALOCK's representations in this regard.

12.5 Point in Time. Client acknowledges and understands that HALOCK only provides point-in-time validation, testing and assessment, and that HALOCK's validation, testing and assessment of a system, server, application, process, and/or documentation only pertains to the time when HALOCK conducts its work. HALOCK makes no representations or statements concerning the status of Client's system, server, application, process, and/or documentation at any time prior to or after the validation, testing or assessment process. Client acknowledges and understands that its system, server, application, process, and/or documentation is subject to change before, during, and/or following any validation, testing or assessment by HALOCK.

12.6 Scope of Environment. Client acknowledges and understands that HALOCK is relying on Client's representations concerning the scope and boundaries of its environment. Client acknowledges that HALOCK's performance, validation, testing and assessment may be adversely impacted if Client fails to accurately describe or scope its environment for HALOCK. Client hereby waives any and all claims for damages of any kind, against HALOCK, which result directly or indirectly from Client's failure to accurately scope or describe its environment.

12.7 Continuous Maintenance. Client acknowledges and understands that it is responsible for any necessary compliance and/or system maintenance that may be required following the completion of any validation, testing or other assessment by HALOCK. Client hereby waives any and all claims for damages of any kind, against HALOCK, which result directly or indirectly from Client's failure to perform any necessary compliance and/or system maintenance.

12.8 Payment Obligation Is Independent of Outcome. Client agrees that all fees are due to HALOCK for services rendered and tools utilized regardless of the outcome, results and/or Client satisfaction of the engagement, provided HALOCK is not in breach of this Agreement.

13.0 Term and Termination.

13.1 Initial Term. The term of this Agreement will commence on the Effective Date and will continue for a period of twelve (12) months. Thereafter, this Agreement will automatically renew under these same terms for additional twelve (12) month periods.

13.2 Termination. Notwithstanding section 13.1 (Initial Term), either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party. Upon termination, an orderly phase-out schedule will be mutually created by Client and

HALOCK, and all of Client's property, material, and work in HALOCK's possession, including any and all documents in the possession of HALOCK and/or its employees, which incorporate any classified information (from a patent, trademark, copyright, proprietary information, and government secrecy standpoint), shall be delivered to Client.

13.3 Client's Obligations Upon Termination. In the event of any termination, Client shall pay to HALOCK any compensation due to HALOCK for the time of any subcontractor and/or HALOCK employee who has performed Services, plus approved reimbursable expenses as of the termination date pursuant to the terms and rates agreed to by the Parties. Unless otherwise agreed by the Parties in a separate agreement, in the event of a fixed fee project, Client shall pay to HALOCK a termination fee to be mutually agreed to by Client and HALOCK that shall be no less than an amount equal to the actual hours worked by any subcontractor and/or HALOCK employee multiplied by the out of scope billing rates specified in the SOW.

13.4 Return of Equipment. Client agrees to return any and all equipment or other HALOCK property supplied by a Subcontractor and/or HALOCK employee within ten (10) days of the termination of this Agreement and in working order. Client agrees to reimburse HALOCK for the full replacement cost of any damaged equipment or equipment not returned in a timely manner.

14.0 Representations and Warranties. HALOCK and Client each represent, warrant and covenant that: (i) it has the full right and authority to enter into, execute, and perform its respective obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (ii) the Services and obligations hereunder will be performed in a reasonable and workmanlike manner; (iii) the Services and obligations hereunder will be performed in compliance with all applicable federal, state and local laws, statutes, rules, regulations and ordinances; (iv) it shall dedicate such time and resources as necessary to perform the Services on a timely basis; and (v) it will keep Client reasonably informed regarding the status of the Services performed hereunder.

15.0 Limits of Liability. Except for the obligations under paragraph 18.0 (Indemnity), in no event shall either Party be liable to the other for consequential, incidental, indirect, or punitive damages (including loss of profits, data, business or goodwill), from all causes of action of any kind, including any action sounding in contract, tort, breach of warranty, or otherwise, even if a Party was advised of the likelihood of such damages occurring. It is further agreed that, except for each Party's obligations under paragraph 18.0 (Indemnity) of this Agreement, each Party's aggregate liability for direct damages for any claim that is brought pursuant to this Agreement shall not exceed \$1 million (\$1,000,000). For purposes of this section, loss of data is considered a direct damage.

16.0 Waiver of Claims and Liabilities by Client. Client acknowledges that a HALOCK employee or HALOCK subcontractor may, during the course of its work, receive directions, instructions or information from Client relating to the work. Client also acknowledges that, in the performance of its incident response services, HALOCK may not have an opportunity to advise Client about the consequences of certain conduct to be taken by a HALOCK employee or HALOCK subcontractor, given that exigencies may exist. Client hereby waives any claims, against HALOCK, for any damages of any kind that result from the Client's negligence, reckless or other wrongful conduct in providing directions, instructions or information.

17.0 Warranty and Disclaimer of Warranties Concerning Products, Equipment and Goods. Client expressly acknowledges that it will select solutions and may agree to the use of products, equipment and/or goods in order to solve or attempt to solve identified problems and issues. While HALOCK may, in the performance of its work, recommend solutions to Client, including the use of products, equipment and/or goods, Client expressly acknowledges and agrees that HALOCK is not a designer, manufacturer, distributor, or operator of any such products, equipment and/or goods. In light of the foregoing, the Parties expressly acknowledge and agree to the following:

17.1 If HALOCK has reason to know of the specific purpose for which a product, piece of equipment and/or good is required by Client, if HALOCK has reason to know that Client is relying on HALOCK's judgment when selecting a product, piece of equipment and/or good, and if Client actually relies on HALOCK's judgment when selecting a product, piece of equipment and/or good, then HALOCK hereby warrants that the product, piece of equipment and/or good is suitable for that specific purpose.

17.2 HALOCK does not make any express and/or implied warranties OF ANY KIND other than what is expressly stated in Section 17.1, and HALOCK hereby EXPRESSLY disclaims any and all additional EXPRESS AND/OR IMPLIED warranties of any kind including, but not limited to, any warranties of design and/or merchantability.

17.3 Client acknowledges that, when selecting and/or purchasing any product, piece of equipment and/or good for its use, Client shall not rely solely on any statement or representation made by any subcontractor, agent or employee of HALOCK and Client acknowledges that it has the right to independently exercise its own judgment when selecting and/or purchasing any product, piece of equipment and/or good.

17.4 Client acknowledges that HALOCK shall not be subject to liability for any damages caused by any design and/or manufacturing defect in any product, piece of equipment and/or good unless HALOCK knew or had reason to know about that defect prior to or at the time when the product, piece of equipment and/or good is acquired by Client and only if HALOCK failed to advise Client about the defect.

17.5 Except as is otherwise expressly stated in this Section 17.0, Client waives any claim of any kind against HALOCK or its assignee for any loss, damage or expense that is caused by or results from Client's use of any product, piece of equipment and/or good.

17.6 HALOCK and Client agree and acknowledge that the terms stated in this Section 17.0 apply only in the event that a separate statement of work has not been executed. If a separate statement of work exists that contains terms that conflict with or supplement the terms of this Section 17.0, the conflicting or supplementary terms of that statement of work supersede the terms stated in this Section 17.0.

18.0 Indemnity. HALOCK agrees that it will indemnify and hold Client harmless from and against any and all third-party judgments, actions, claims, lawsuits, losses, fines, penalties, deficiencies, damages, liabilities, costs and/or expenses (including reasonable attorneys' fees, expenses, court costs and/or arbitration fees) that may be suffered, made or incurred arising out of: (i) any breach or alleged breach of any of the representations, warranties, covenants, obligations or agreements made by HALOCK in this Agreement, and/or (ii) the negligence, willful or intentional conduct of HALOCK.

19.0 Insurance Requirements. HALOCK and Client shall maintain insurance against losses and damages to persons or to real or personal property, including worker's compensation, public liability, property damage and automobile liability insurance in an amount not less than \$1 million (\$1,000,000). Prior to the commencement of any work and upon request, a Party shall produce, to the other Party, a certificate of insurance demonstrating such coverage.

20.0 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be made by personal delivery, overnight express courier (such as Federal Express) or by pre-paid certified or registered mail, addressed to the other Party as follows:

If to HALOCK: Attn: Terry Kurzynski, Senior Partner
 HALOCK Security Labs
 1834 Walden Office Square, Suite 200,
 Schaumburg, IL 60173
 847.221.0212

If to Client :

Or, notice may be delivered to such other address as may be given by any Party to the other in writing from time to time. Notice will be deemed to have been received upon delivery or upon rejection of delivery as evidenced by a Party's signature.

21.0 HALOCK Security Labs. The formal corporate name for HALOCK Security Labs is Remington Associates Ltd., d/b/a HALOCK Security Labs, an Illinois corporation. Client should use the name “HALOCK” or “HALOCK Security Labs” in its vendor management system.

22.0 General Provisions

22.1 Assignment and Successors. Neither Party may assign any or all of its rights, obligations and/or duties under this Agreement without the expressed, written consent of the other Party. The Parties agree that this Agreement shall be binding upon the successors of each Party and shall inure to the benefit of, and be enforceable by, such successors, and any officers or directors thereof.

22.2 Rights of Title. All concepts, designs, programs, manuals, tapes, flowcharts and any other material prepared by HALOCK for Client under this Agreement are the exclusive property of the Client.

22.3 Written Disclosure. HALOCK and its employee shall promptly disclose in writing to Client all writings, inventions, improvements, or discoveries, whether copyrightable, patentable, or not, which are written, conceived, made, or discovered by HALOCK’s employees jointly with Client or singly, during the term of this Agreement. As to each such disclosure, HALOCK and/or its employees shall specifically point out the features or concepts considered new or different. HALOCK represents and warrants that there are, at present, no writings, inventions, improvements, or discoveries not included in a copyright, copyright applications, patent, or patent application that were written, conceived, invented, made, or discovered by HALOCK and/or its employees before entering into this Agreement, and which HALOCK and/or its employees desire to remove from the provisions of this Agreement, except those stated specifically in writing by HALOCK and acknowledged in writing by Client.

22.4 Choice of Law. The Parties expressly agree that any dispute that arises under or in relation to this Agreement shall be governed by Wisconsin law, regardless of any applicable choice-of-law principles.

22.5 Dispute Resolution. The Parties agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be mediated before a mediator of the Parties’ mutual choice before any lawsuit may be filed. Client and HALOCK agree to equally share the cost of mediation. The Parties further agree that the mediation will take place at a location at, or between, the Parties’ offices.

22.6 Entire Agreement. This Agreement and any SOW constitute the entire understanding between the Parties, and supersede all prior agreements and negotiations, whether oral or written. There are no other agreements between the Parties, except as set forth in this Agreement or any SOW. No supplement, modification, waiver, or

termination of this Agreement shall be binding unless in writing and executed by the Parties to this Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of any SOW, the terms of this Agreement will govern and control in all respects, except as specifically stated otherwise in Section 17.0.

22.7 Survival. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities which, by their nature, are applicable following any such termination or expiration.

22.8 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by via any electronic means shall be effective as delivery of a manually executed counterpart to this Agreement.

22.9 Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

23.0 Attorney – Client Privilege. Client further understands that any communications that involve an attorney who is providing legal advice are communications that are protected by the Attorney-Client Privilege and/or work product doctrine. Client agrees that any communications between HALOCK and an attorney for the Client are considered privileged and subject to the protection of the attorney-client privilege so long as the communications are for the purpose of providing the Client with legal advice. Client acknowledges and understands that the privilege can be waived if protected information is disclosed to third parties. Finally, Client acknowledges that it is ultimately up to a court of competent jurisdiction to determine the full nature and extent of any protection that is afforded by the attorney-client privilege.

24.0 Approval and Acknowledgment. Client acknowledges that they have thoroughly read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the complete and exclusive statement of the Agreement between the Parties, which supersedes all proposals, oral or written, and all communications between the Parties relating to the subject matter of this Agreement. Client further acknowledges that it has consulted with legal counsel or had the opportunity to consult with legal counsel regarding the terms and conditions stated herein.



City of Waukesha

Shawn N. Reilly, Mayor

Date:_____

Gina L. Kozlik, City Clerk

Date:_____

To certify that funds are available:

Richard L. Abbott, Finance Director

Date:_____

Remington Associates Ltd.

Terry Kurzinski, Senior Partner

Date:_____