

Jacob S. Blass
President

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www.ethicaladvocate.com

October 22, 2018

Ms. Hannah Lipman
Management Analyst
Village of Tinley Park
16250 Oak Park Ave
Tinley Park, IL 60655

Dear Hannah:

In accordance with your request I'm pleased to present Village of Tinley Park (Tinley Park) this Engagement Letter to utilize Ethical Advocate's secure, anonymous reporting system. It is effective for 30 days as of this letter's date.

Users	Commercial Service	Annual Cost
Up to 450 employees	Online and toll-free phone reporting for all domestic employees	\$1,400
Set-up fee	One-time set-up fee	\$500 waived

Language Translation

The service comes with the ability to submit reports in 17 languages online and 200 through the EA Communication Center.

For incidents submitted online, language translation (other than Spanish) is available with a price of \$0.15-\$0.25/word, depending on the language. For language translation services required for incidents submitted through the Communication Center (other than Spanish), there will be a \$2.00 per minute fee. Implementation language translation required will carry an additional fee.

Poster and Wallet Cards

We recommend posters and/or wallet cards as they are the most effective way to communicate about the service. Please check the appropriate box if you wish any of these.

Customized 11X17 full color poster PDF ready for your printing	\$150
Single-sided (English) wallet cards PDF ready for your printing	\$150
Double-sided (English/Spanish) PDF ready for your printing	\$250

Included Services All At No Additional Cost

A list of the plan's extensive features Includes:

- 24/7/365 coverage, online and toll free calling.
- Creating a custom URL taking Tinley Park's users directly to the user page
- Web-link directly from Tinley Park's Intranet to incident reporting page
- Unlimited customized categories/subcategories for incident reporting
- Unlimited customized locations for incident reporting
- Unlimited number of Administrators
- Unlimited training for the designated administrator/liaison(s)
- Immediate email notification to designated administrators when a report is submitted and upon all communications from the incident reporter
- All technical support
- Customized easy-to-use instructions
- EA's exclusive 'closed loop' system assuring internal follow up and information procedures that reach Tinley Park's chief administrator(s) and/or appropriate external interested parties for incidents involving senior staff
- Ongoing communication on building and maintaining an ethical culture
- User Guides for Tinley Park's administrators and users

Case Management

A comprehensive case management system and statistical analysis for the timely distribution, explanation, follow-up and management of every incident report to appropriate administrators is included at no additional fee.

Communication for the Introduction and Ongoing

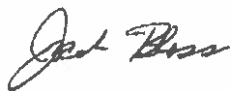
While the plan's technology is very important, the benefits Tinley Park can derive from the plan will be in direct proportion to its effective communication about it. Consequently Ethical Advocate will provide suggestions and templates for effectively communicating to the system's users. Ethical Advocate has distinguished itself by working with a team of psychologists and communications specialists to craft positive mechanisms encouraging people to take right action.

Implementation

Ethical Advocate has developed a broad knowledge base working with companies in every sector. As such we will work closely with Tinley Park to ensure the reporting mechanisms reflect its regulatory obligations, risk exposures and those areas where situations need to be brought to light.

We will work closely with your staff to ensure timely implementation, transition and excellent training for administrative staff. We will also work closely with Tinley Park to structure the service for maximum ease of use for its plan users

Sincerely,



Jacob S. Blass

David Niemeyer

Authorized Village of Tinley Park Representative (Print name)

David Niemeyer

Signature

Village Manager

Title

11/12/18

Date

END USER LICENSE AND WARRANTY AGREEMENT

This End User License and Warranty Agreement (this "Agreement") states the terms and conditions upon which KJAS, Inc., dba/Ethical Advocate ("KJAS") offers to license KJAS's software (the "Software") available via the internet and to warrant the Software. The Software service available via the internet is collectively referred to as, the "Product". By executing this Agreement, you, the end user of the Product ("You" or "your"), agree to become bound by the terms and conditions of this Agreement as a legally binding agreement between You and KJAS.

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Unless otherwise terminated in accordance with the Agreement, with sixty (60) days written notice of renewal, this Agreement shall automatically renew for subsequent one (1) year terms upon licensee payment of the annual incident reporting invoice. However, either party may terminate the agreement for any reason at any time during the renewal period(s) with 60 days written notice. In the event of termination, Village of Tinley Park shall receive a prorated refund for the annual incident reporting fee. Use of the Product by additional individuals may be subject to additional fees at KJAS's discretion. Once every six (6) months, KJAS may, at its own expense, audit your use of the Product. You are not permitted to lease, rent, distribute or sublicense the Software or to use the Software in a time-sharing arrangement or in any other unauthorized manner. Except as expressly provided in this Section 2.1, this Agreement does not grant You any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the Software.

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2.7 **Term and Termination.** This Agreement is effective as of as November 01, 2018, contingent upon receipt of this signed agreement and payment, and will terminate when the support and subscription services for the Product are not renewed. This Agreement will also terminate automatically and immediately if You fail to comply with any term or condition of this Agreement or fail to pay any amounts due and payable to KJAS or its authorized reseller. Upon such termination, You agree to stop using the Software, destroy any copies of related documentation in any form, and provide KJAS written certification of the same. KJAS agrees to provide You with access to your data to download as available via the system for an additional five (5) business days from the date of termination.

3. WARRANTY.

3.1 **Product Warranty.** KJAS warrants to You that the Product will be free from defects in workmanship and materials that cause complete service failure and will perform in substantial

conformance to its specifications published by KJAS for a period of one (1) year from the date of original purchase from a KJAS authorized reseller. KJAS's sole obligation under this express warranty will be, at KJAS's option and expense, to replace the Product with a comparable Product, repair the Product, or if neither repair nor replacement is reasonably available, KJAS may, in its discretion, refund to You the prorated annual license purchase price paid for the Product based on a straight line amortization commencing on the date of first delivery of the Product to You, less any implementation or device fees. KJAS warrants any repaired Product for a period of ninety (90) days from release or through the end of the original warranty, whichever is longer. All Product replaced becomes the property of KJAS.

3.2 Obtaining Warranty Service. You must first contact during normal business hours the technical support department of the authorized reseller who sold you the Product within the applicable warranty period to obtain a warranty service authorization. If appropriate, your reseller will provide You with instructions regarding KJAS's warranty support process. If KJAS determines that the Product is covered by warranty, KJAS will issue You a letter for replacement or repair.

3.3 DISCLAIMER. EXCEPT AS SET FORTH IN SECTION 3.1, THE PRODUCT AND SUPPORT AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS," AND KJAS AND ITS SUPPLIERS AND RESELLERS MAKE NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OR REPRESENTATION THAT THE PRODUCT OR THE SUPPORT AND SUBSCRIPTION SERVICES WILL MEET YOUR REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE APPLICATIONS PROVIDED BY THIRD PARTIES, THAT THE OPERATION OF THE PRODUCT OR THE SUPPORT AND SUBSCRIPTIONS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE PRODUCT OR SUPPORT AND SUBSCRIPTION SERVICES WILL BE CORRECTED. IF THE PRODUCT DOES NOT OPERATE AS WARRANTED IN SECTION 3.1, YOUR SOLE REMEDY FOR BREACH OF THAT WARRANTY WILL BE REPLACEMENT OR REPAIR OF THE PRODUCT OR REFUND OF THE PRORATED ANNUAL LICENSE PURCHASE PRICE PAID, AT KJAS'S OPTION. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. YOU ACKNOWLEDGE THAT YOU HAVE RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTY IN SECTION 3.1 AND THAT NO WARRANTIES ARE MADE BY ANY OF KJAS'S SUPPLIERS OR RESELLERS. KJAS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, IMPLEMENTATION, MAINTENANCE OR USE OF THE PRODUCT.

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ACCESSORIES, OR OTHER PRODUCTS AND KJAS DETERMINES THAT THERE IS NO FAULT WITH THE PRODUCT ITSELF. THIS WARRANTY DOES NOT APPLY TO ANY MALFUNCTION OR FAILURE OF THE PRODUCT DUE TO ANY COMMUNICATION SERVICE OR INTERNET SERVICE PROVIDER YOU MAY SUBSCRIBE TO OR USE WITH THE PRODUCT. ANY WORK PERFORMED BY KJAS WHICH IS NOT COVERED BY WARRANTY MAY BE CHARGED AT KJAS'S THEN CURRENT TIME AND MATERIALS RATES.

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5.3 **TIMING; JURY TRIAL WAIVER.** YOU ACKNOWLEDGE AND AGREE THAT NO ACTION, REGARDLESS OF FORM, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT OR THE SUPPORT AND SUBSCRIPTION SERVICES MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, AND YOU HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVE YOUR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY SUCH ACTION.

5.4 **Basis of the Bargain; Failure of Essential Purpose.** You acknowledge and agree that KJAS has entered into this Agreement and determined the fees charged for the Product in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in this Agreement and that the same form an essential basis of the bargain between the parties. You also acknowledge and agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

6. **GOVERNING LAWS; VENUE.** This Agreement is made under and will be governed by and construed in accordance with the laws of the State of North Carolina except that body of law controlling conflicts of law and excluding the Convention on Contracts for the International Sale of Goods. The parties agree that the Uniform Computer Information Transactions Act, or any version thereof, adopted by any state located in the United States, in any form (the "UCITA"), will not apply to this Agreement. To the extent that the UCITA is applicable, the parties agree to opt out of the applicability of the UCITA pursuant to the opt-out provisions contained therein. In the event of any controversy, claim, or dispute arising under or relating to this Agreement or the support and subscription services, including the existence, validity, interpretation, performance, termination or breach thereof, the parties to this Agreement hereby expressly and irrevocably consent to the personal jurisdiction and venue of the federal courts sitting within North Carolina, unless no federal subject matter jurisdiction exists, in which case the parties consent to jurisdiction and venue in Orange County, North Carolina. The parties expressly waive all defenses of lack of personal jurisdiction and forum nonconveniens with respect to such federal and state courts. The prevailing party in any such action, at law or equity, shall be entitled to reimbursement of its reasonable attorneys' fees, expenses and costs incurred to pursue or defend such action from the non-prevailing party.

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9. **SERVICE AGREEMENT.** Technical Support is available Monday-Friday, 8:30a m -5p m. EST, and weekends and holidays, on call. Response to requests for support will be returned no more than 24 hours of receipt of the request.

10. **GENERAL.** The foregoing terms comprise the entire and exhaustive statement of the agreement between KJAS and You relating to or arising out of your use of the Product. No modification, whether oral or written, to any of the above terms and conditions will be binding unless specifically agreed to in writing and signed by a duly authorized officer of KJAS. The above terms shall prevail notwithstanding any different or inconsistent terms in any ordering or other document issued by You. Failure or delay in enforcing any right or term or condition of this Agreement shall not be deemed a waiver of such right or term or condition with respect to any subsequent breach or continuance of any existing breach after demand for strict performance. If any term or condition shall be held by a court of competent jurisdiction to be unenforceable, that term or condition shall be interpreted as broadly as possible to give effect to the intent of the parties, and the remaining terms and conditions of this Agreement will remain in full force and effect.

YOU HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS END USER LICENSE AND WARRANTY AGREEMENT.

Village of Tinley Park

By: David Niemeyer

Name: David Niemeyer

Title: Village Manager

Address: 16250 Oak Park Ave.

Tinley Park, IL 60477

Date: 11/12/18

Licensee Initials: DN