

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**2/17/2026**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
WaterSmart Customer Portal	David Moody Director of Public Works

### **SYNOPSIS**

A resolution has been prepared to authorize approval of a three year contract renewal for the Village's Water Customer Portal with WaterSmart Software of San Francisco, CA in the amount of \$137,822.12.

### **STRATEGIC PLAN ALIGNMENT**

The goals for 2025 to 2027 include *Exceptional Municipal Services*.

### **FISCAL IMPACT**

The proposed FY26 budget includes \$52,260.00 from the Water Fund for the WaterSmart Customer Portal. The cost for services in 2026 is \$42,891.12, future years will be budgeted accordingly.

### **RECOMMENDATION**

Approval on the February 17, 2026 consent agenda.

### **BACKGROUND**

The Village of Downers Grove owns and operates a water distribution system for approximately 17,200 accounts and bills customers every two months. The Village uses an automated meter system that provides hourly readings for the purpose of preparing bills, and tracking water usage. In 2020 the Village of Downers Grove implemented a Water Customer Portal that allows water users to monitor their water use and detect and correct leaks within a short period of time. This helps prevent customers from receiving higher than expected water bills because they are using more water than anticipated.

WaterSmart provides a web-based application that integrates with the Village's meter reading system. The vendor is able to receive and display the consumption data and present it to customers who sign up for this service. The system will provide notifications to customers of potential leaks regardless of them registering for access to the system. Besides providing a high level of information and customer service this system also reduces the time that staff spends related to high water bills and potential water leaks.

In the past year, WaterSmart has identified and alerted customers to 5,936 leaks, which conserves water, and saves customers on their water bills. WaterSmart also notifies residents of ways to conserve water. Staff consistently receives positive feedback from residents who have signed up for WaterSmart.

The cost of the web-based portal for the three (3) year contract is \$132,572.12. This contract renewal includes a change to the way WaterSmart charges for communications generated and sent through the WaterSmart portal. Emails, text messages, and automated phone calls now incur a transactional fee. The vendor has estimated an annual cost for these services to be \$1,408.98 based on the number of communications in 2024 and 2025. Staff is requesting \$1,750 per year for transaction fees, for a total of \$5,250 for the contract term. This amount plus the three (3) year annual fee total of \$132,572.12 equals a total amount of \$137,822.12.

**ATTACHMENTS**

Resolution  
Contract Documents

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION  
OF AN EXTENSION AND AMENDMENT TO THE AGREEMENT  
BETWEEN THE VILLAGE OF DOWNSERS GROVE  
AND WATERSMART SOFTWARE, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Extension and Amendment (the "Agreement"), between the Village of Downers Grove (the "Village") and Watersmart Software, Inc. the ("Provider"), for the maintenance and service of a Water Customer Portal for the Village's water distribution system, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.
2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.
3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.
4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.
5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

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Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk



1321 Upland Dr. Suite 8389  
Houston, TX 77043  
United States

## ORDER FORM

Prepared By: Eric Thompson  
Email: eric.thompson@vertexone.net  
Phone: (314) 401-0808  
Legal Entity: VertexOne Software, LLC

Client Name:	Downers Grove IL, Village of	Offer Valid Through:	2/28/2026
Contact Name:	John Valenti	Effective Date:	1/16/2026
Email:	jvalenti@downers.us	Contract Term (months):	36
Phone:	(630) 434-5461	Contract End Date:	1/15/2029
		Payment Frequency:	Annually in Advance
		Payment Terms:	Net 30

### Year 1

VertexOne Product	VertexOne SKU	Unit of Measure	Contractual Minimum	Unit Fee	Amount	Monthly SaaS Fee
VXsmart for Water Saas	EV2001	Managed Meters	17,214.00	\$1.08000	\$18,591.12	\$1,549.26
VertexOne Digital Base	EV1000	Active Accounts	1.00	\$24,300.00000	\$24,300.00	\$2,025.00

### Year 2

VertexOne Product	VertexOne SKU	Unit of Measure	Contractual Minimum	Unit Fee	Amount	Monthly SaaS Fee
VXsmart for Water Saas	EV2001	Managed Meters	17,214.00	\$1.11240	\$19,148.85	\$1,595.74
VertexOne Digital Base	EV1000	Active Accounts	1.00	\$25,029.00000	\$25,029.00	\$2,085.75

### Year 3

VertexOne Product	VertexOne SKU	Unit of Measure	Contractual Minimum	Unit Fee	Amount	Monthly SaaS Fee
VXsmart for Water Saas	EV2001	Managed Meters	17,214.00	\$1.14577	\$19,723.28	\$1,643.61
VertexOne Digital Base	EV1000	Active Accounts	1.00	\$25,779.87000	\$25,779.87	\$2,148.32

**ORDER TOTAL \$132,572.12**



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#### Transactional Fees

Price Component	Price	Note
System Generated Notifications	\$0.00	Unlimited notifications are included at no-cost to Client
On Demand Notifications Composition and Initiation Fee	\$0.005	Per On Demand communication (Email, SMS, Print and/or Call) generated by VertexOne
Electronic Document Archival Notifications and Document Images (up to 24 months)	\$ 0.005	One-time charge, per item archived within VertexOne. This applies to all documents that incur composition fees (detailed above) or documents uploaded by Client staff and/or Client end-customers.
VertexOne SMS Gateway Transactional Fee	Cost + 10%	Per SMS sent
VertexOne Print & Consumable Transactional Fee	Cost + 10%	All services bill to VertexOne by VertexOne print vendors exclusively for printed Welcome Letters, Home Water Reports and/or Leak Alerts

#### Rate Card

Rate Card	Price	Note
VertexOne Blended Rate	\$ 225.00	Per hour for professional services

#### Terms and Conditions

##### Introduction

This order replaces and supersedes any other previous Order Forms, and/or understandings between VertexOne Software, LLC and Downers Grove IL, Village of ("Client") Agreement dated, 1/16/2026 pertaining to the subject matter herein and for the products listed above. Notwithstanding the foregoing, Client shall remain responsible for any and all amounts already due and/or payable for the products listed above up to the Billing Start Date of this Order. In the event of a conflict between the Agreement and this Order Form, the Order Form shall control. VertexOne pricing is presented in USD.

##### Timely Renewal Policy

If Client uses the Software beyond the Subscription End Date, VertexOne may apply a twenty-five percent (25%) increase to the Fees and may, in its sole discretion, add new charges (including charges to account for increases or decreases in transaction volume). If Client has agreed to a renewal (in an Order Form or Statement of Work) before the Subscription End Date or the first day of the hold-over period, the relevant Order Form or Statement of Work associated with such renewal shall prevail. Client understands that pricing is contingent on timely renewal and failure to timely renew requires VertexOne to allocate resources in a manner that incurs additional cost. If a renewal is agreed after the hold-over period, no refund or credit against future fees will be given.



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## Change Management Policy

Where either Party sees the need for a change, Client may request or VertexOne may recommend such Change in accordance with the Change Management Process outlined in Exhibit A. Either Party may also seek additional information or suggest reasonable modifications to a proposed change. Additional work falling under the Change Management Policy will be billed at the VertexOne Blended Rate, excluding travel expenses. The VertexOne Blended Rate is subject to Annual Escalation increases per the Agreement terms.

## Transactional Fees

Transactional Fees include, Composition Fee, Document Archival, SMS Pass Through and Print Pass Through. The Annual Pricing detailed in this Quote are based on average usage, actual pricing will be based on Client usage on a monthly basis. Transactional Fees are calculated by the volume of Services consumed. Unless explicitly stated otherwise, Transactional Fees are not cancelable, and Fees paid are not refundable.

## Signatures

VertexOne  
Keith Foester  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
DocuSigned by: \_\_\_\_\_  
Date: 2/3/2026  
Signature:   
2929B544BC9C41D...

Client  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_



## Master Services Agreement

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Prepared For

Village of Downers Grove

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Eric Thompson

Account Manager – VertexOne

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## VertexOne Master Services Agreement

This VertexOne Master Services Agreement is comprised of the VertexOne General Terms set for the below ("General Terms"), and all Attachments, Order Form(s), and Statement(s) of Work that are incorporated by reference into the VertexOne Master Agreement (collectively, the "Agreement"), and is entered into by VertexOne Software, LLC, a Delaware limited liability company located at 1321 Upland Dr., Suite 8389, Houston, TX 77043 ("VertexOne") and Village of Downers Grove, with its principal office address at 5101 Walnut Ave. Downers Grove, IL 60515 ("Client").

The following documents to the extent they are attached and incorporated by reference herein ("Attachments") shall be read and construed as part of the Agreement. In the event of ambiguity or contradiction between different parts, precedence shall be given in the order listed: (i) Order Form(s); (ii) General Terms; and (iii) Statement(s) of Work, and (iv) any other Attachment(s).

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### PROPRIETARY AND CONFIDENTIAL

This document and the information contained herein is Confidential and Proprietary, contains VertexOne trade secrets, and is not for use by or disclosure to anyone except VertexOne, its affiliates and authorized representatives, and Client, except under written agreement between the parties, or as otherwise required by law.



## VertexOne Master Agreement General Terms

### 1. Definitions.

**"Affiliate"** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that entity, and shall include any such entity that meets such test whether before or after the Effective Date. Control means control of greater than 50% of the voting rights or equity interests of a party.

**"Applicable Law"** means any applicable law, statute, regulation, rule, notice, judgment, order, instruction or award of any court or other Competent Authority and any applicable official request or requirement with which either or both of the parties is or are legally required to comply, in each case as amended from time to time.

**"Authorized Users"** means employees, agents, consultants, contractors, or vendors authorized by Client to use the Software, subject to the terms and conditions of this Agreement.

**"Change"** and **"Changes"** means a change/changes to a Statement of Work, Attachment or Order Form.

**"Change Request Proposal"** means a proposed solution and estimate sent to Client after a request for a Change has been received.

**"Client Data"** means any data (including any Client Personal Data as defined in any applicable Order Form), contained in documents, text, drawings, diagrams, images, messages (together with any database made up of any of those), embodied in any medium, that are supplied to VertexOne by or on behalf of Client, or which VertexOne is required to generate, process, store or transmit pursuant to this Agreement, or any data that is initiated or authorized by the Client.

**"Confidential Information"** means any business, technical, or other information that one party or its Affiliates, or the Recipient's employees, Affiliates, agents, or professional advisors (the "Delegates") of such party or its Affiliates ("Disclosing Party") discloses to the other party or its Affiliates, or the Delegates of such party or its Affiliates ("Recipient") under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Confidential Information does not include information that is independently developed by the recipient, is shared with the recipient by a third party without confidentiality obligations or is or becomes public through no fault of the recipient.

**"Indemnified Materials"** means the products, information, and materials provided by either the Client or VertexOne under this Agreement.

**"Intellectual Property Right(s)"** means all copyrights and other intellectual property rights, however arising and in any media whether or not registered, including copyright, patents, trademarks, service marks, trade names, registered and unregistered designs, trade secrets, any applications for the protection or registration of those rights, and renewals and extensions of those rights, throughout the world

**"Liability"** means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

**"Order Form"** means an ordering document specifying the Services to be provided hereunder that is entered into between VertexOne and Client or any of VertexOne's Affiliates, including any addenda, attachments, schedules, and supplements thereto.

**"Personnel"** mean all employees, agents, consultants, or subcontractors of VertexOne or Client, as applicable.

**"Services"** has the meaning described in the applicable Order Forms, Statement of Work, or Attachments.

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**“Software”** means any web-based or offline software application that is provided by VertexOne.

**“Statement(s) of Work”** means an Attachment that contains a description of applicable Software or Services to be provided by VertexOne to Client, as well as any milestones, deliverables, and Client obligations.

**“Territory”** means the United States and Canada, or any other jurisdiction identified in the Order Form.

**“Third-Party Materials”** means any software programs or services that are made available by third parties that are provided to Client under this Agreement.

**“URL”** means a uniform resource locator address to a site on the internet and includes any general terms arising from a URL mentioned in this Agreement, an Attachment, Order Form, or Statement of Work.

## 2. VertexOne Responsibilities.

1. Provision of Services; Access and Use. After the parties complete and execute one or more Order Forms, or Statement of Work, and subject to payment of all applicable fees, VertexOne will provide the Services to Client in accordance with the Agreement and hereby grants Client, during the Term, a non-exclusive, non-transferable right to access and use (and permit Authorized Users to access and use) the Software and Services solely for Client’s internal business purposes within the Territory and in the quantity specified in the applicable Order Form.
2. Compliance with Law. Each party will comply with all laws and regulations applicable to its provision, receipt, or use of the Services, as applicable. Each Party will remain responsible for its own regulatory compliance. This Agreement is not intended to and shall not be deemed to delegate any regulatory requirement.
3. VertexOne shall promptly correct any defect or substitute Services, Software, or products to achieve the functionality and benefits originally specified in the Order Form or Statement of Work. If VertexOne makes such correction or substitution, VertexOne shall have no further liability with respect to said defect(s).

## 3. Client Obligations.

1. Client will perform responsibilities and shall fulfill them with the necessary due care and skill within the timescales specified in this Agreement and any applicable Attachments, or if no timescales are specified, as instructed by VertexOne consistent with this Agreement. Client shall provide: (i) all timely and reasonable assistance to VertexOne as reasonably requested or required by VertexOne in order for VertexOne to be able to provide (and for Client to be able to receive) the Services, and (ii) all Internet and technology requirements required to access, connect to, and receive the VertexOne Services.
2. Restrictions on Use. Client shall not (directly or indirectly): (a) copy or reproduce the Software except as permitted under this Agreement; (b) modify, reverse engineer or disassemble the Software or decompile, attempt to derive the source code or underlying ideas or algorithms of any part of the Software or use the Software for any competitive purpose; (c) interfere with or disrupt the integrity or performance of the Software; (d) attempt to gain unauthorized access to the Software or its related systems or networks, or perform unauthorized penetrating testing on the Software.

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## 4. Payment Terms.

1. **Payment.** VertexOne will invoice Client for the applicable fees and Services, as set forth in the Order Form and Statements of Work ("Fees"). Unless otherwise agreed upon in this Agreement, Client will pay VertexOne all invoiced amounts by thirty (30) days after receipt of the invoice (the "Payment Due Date"). Client shall notify VertexOne of any disputed invoices within ten (10) days of receipt of the Invoice, and if such notice is not provided the invoice will be deemed accepted. Client agrees that it will not use non-appropriation or lack of appropriation as a basis to terminate this Agreement for the purpose of acquiring functionally equivalent products or services from a third party. Client shall remain responsible for payment of all undisputed Fees incurred prior to any permitted termination in accordance with this Agreement.
2. **Taxes.** Client is responsible for paying all taxes associated with its purchases hereunder. If VertexOne has the legal obligation to pay or collect taxes, VertexOne will invoice Client and Client will pay that amount unless Client provides VertexOne with a valid tax exemption certificate authorized by the appropriate taxing authority.
3. **Overdue Payments.** If Client's payment is overdue, then VertexOne shall be entitled but not obligated to suspend services due to delinquent payments, and any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law.
4. Upon use of the Software beyond the Term or Subscription End Date, VertexOne shall apply a twenty-percent (20%) increase to the Fees and may in its sole discretion add new charges (including charges to account for increases or decreases in transaction volume). If Client has agreed to a renewal (in an Order Form or Statement of Work) before the Subscription End Date, or the first day of the hold-over period, the relevant Order Form or Statement of Work associated with such renewal shall prevail. Client understands that pricing is contingent on timely renewal and failure to timely renew requires VertexOne to allocate resources in a manner that incurs additional cost. If a renewal is agreed after the extension or hold-over period, no refund or credit against future fees will be given.

## 5. Intellectual Property.

1. **Intellectual Property Rights.** Except as expressly described in the Agreement, Order Form, or Statement of Work, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Client retains all Intellectual Property Rights in Client Data, and VertexOne retains all Intellectual Property Rights in the VertexOne data, Services and Software.
2. **Client Data.** Client hereby grants VertexOne the limited, non-exclusive right to view and use the Client Data solely for the purpose of providing the Services hereunder in the Territory. VertexOne will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Client's Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification, or disclosure of Client Data by VertexOne personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with this Agreement, or (c) as Client expressly permits in writing.
3. **Deliverables and Derivatives.** Client acknowledges that as between Client and VertexOne, VertexOne shall retain ownership of all Intellectual Property Rights in and to deliverables hereunder and the derivative works (whether independently or jointly conceived), this shall include all Software and

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Services delivered through the Change Management Process, regardless of whether or not incorporated in any Software, and Client shall acquire no right or interest in the same. Notwithstanding this Section, each Order Form or Statement of Work may specifically identify work for hire as defined under the U.S. Copyright Act.

4. Third-Party Materials. The Software and Services may include Third-Party Materials subject to their respective licenses and terms and conditions as indicated in the Attachments, where applicable; and VertexOne shall not be liable to Client for any liabilities arising therefrom.
5. Aggregated Data; Feedback. Client hereby gives its permission to VertexOne to (i) use any feedback or suggestions received by VertexOne from Client or Authorized Users, and (ii) to use and disclose, on an anonymous and/or aggregated basis, any data pertaining to Client and customers, including without limitation derivative data and data combined with the data of other utilities, for purposes of project evaluation and any research, product development, marketing, or other legitimate business purposes. This Section shall survive any termination or expiration of the Agreement.

## 6. Confidentiality.

1. Use and Disclosure of Confidential Information. The Recipient will only use the Disclosing Party's Confidential Information to exercise its rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the Disclosing Party's Confidential Information. Notwithstanding any other provision in the Agreement, the Recipient may disclose the Disclosing Party's Confidential Information (a) to its Personnel and Delegates who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 6 (Confidentiality); (b) with the Disclosing Party's consent; or (c) as strictly necessary to comply with law, provided the Recipient promptly notifies the Disclosing Party prior to such disclosure, unless (i) the Recipient is legally prohibited from doing so; The Recipient will comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information. Notwithstanding the foregoing, the parties acknowledge that this Agreement is subject to release pursuant to the Illinois Freedom of Information Act and may be disclosed by Client at anytime without prior notice to VertexOne.

## 7. Marketing and Publicity.

Client agrees that VertexOne may identify Client as a customer.

## 8. Representations and Warranties.

Each party warrants, represents, and covenants that: it has the full capacity and authority to enter into and to perform this Agreement, this Agreement is executed by a duly authorized representative of that party; and there are no actions, suits, or proceedings or regulatory investigations pending or to that party's knowledge, threatened against or affecting that party before any statutory or regulatory authority which is permitted by statute to issue rules and regulations in the United States (the "Competent Authority") that might affect the ability of that party to meet and carry out its obligations under this Agreement. Except for any warranties specifically identified in this Agreement, both parties agree that the warranties set out in this section are in lieu of and exclude all other terms. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THERE ARE NO OTHER EXPRESS WARRANTIES OR REPRESENTATIONS, AND THERE ARE NO IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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## 9. Indemnification.

1. **VertexOne Indemnification Obligations.** Subject to the Liability Cap in Section 10.1(b) (Limited Liabilities), VertexOne will defend Client and its Affiliates participating under the Agreement ("Client Indemnified Parties"), and indemnify them against approved settlements or any finally awarded cost or damages ("Indemnified Liabilities") in any formal legal proceeding, claim, demand, action, or investigation initiated by an unaffiliated third party before a court or government tribunal (including any appellate proceeding) (a "Third-Party Legal Proceeding") to the extent arising from an allegation that the Client Indemnified Parties' use of VertexOne-provided Software or Services (hereinafter the "VertexOne Indemnified Materials") infringes the third party's Intellectual Property Rights.
2. **Client Indemnification Obligations.** To the extent permitted by applicable law, Client shall be responsible for its own acts and omissions. Nothing in this Agreement shall be deemed to require Client to indemnify, defend, or hold harmless VertexOne or any third party, nor shall this Agreement be construed as a waiver of any constitutional or statutory limitation on the Client's authority. Nothing in this Section is intended to expand or limit the parties' rights and obligations as otherwise set forth in this Agreement. **Indemnification Exclusions.** Sections 9.1 (VertexOne Indemnification Obligations) and 9.2 (Client Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement or (b) the gross negligence or willful misconduct, in each case of the other party or their agents. Moreover, Section 9.1 (VertexOne Indemnification Obligations) will not apply in the event that a claim arises from or relates to: (a) any modification, alteration or conversion of the VertexOne Indemnified Materials not created or approved in writing by VertexOne; (b) any combination or use of the VertexOne Indemnified Materials with any computer, hardware, software, data or service not required by the Documentation or this Agreement; (c) or VertexOne's compliance with specifications, requirements or requests of Client.
3. **Indemnification Conditions.** Sections 9.1 (VertexOne Indemnification Obligations) and 9.2 (Client Indemnification Obligations) are conditioned on the following:
  - a. The indemnified party must promptly notify the indemnifying party in writing of any allegation(s) and cooperate reasonably with the indemnifying party to resolve the allegation(s).
  - b. The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement, will require the indemnified party's prior written consent.
4. **Remedies.**
  - a. If VertexOne reasonably believes the Services might infringe a third party's Intellectual Property Rights, then VertexOne will, at its sole option and expense, (i) procure the right for Client to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative.
  - b. If VertexOne does not believe the remedies in Section 9.5 (a) are commercially reasonable, then VertexOne may disable access to or use of the Services or components of the Services or terminate the impacted Services.

The provisions contained in Section 9.1 and this Subsection 9.5 are the Client's sole and exclusive remedy for any alleged infringement by VertexOne of a third party's Intellectual Property Rights.

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## 10. Liability.

1. Limited Liabilities.
  - a. SUBJECT TO SECTION 10.2 (UNLIMITED LIABILITIES), NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT FOR ANY
    - i. INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES; OR
    - ii. LOST REVENUES, PROFITS, SAVINGS, DATA, CAPITAL, LOSSES BY REASON OF COST OF CAPITAL, OR GOODWILL,
  - b. EVEN IF SUCH DAMAGES WERE FORESEEABLE OR A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL OR EQUITABLE PRINCIPLE ON WHICH THE CLAIM IS BASED.
  - c. Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees that Client paid under the applicable Services Order, Order Form, or Statement of Work during the 12-month period before the event giving rise to Liability (the "Liability Cap").
2. Unlimited Liabilities. Nothing in the Agreement excludes or limits either party's Liability for: (a) its gross negligence; (b) its fraud or fraudulent misrepresentation; (c) its breach caused or contributed to or by any licenses granted by VertexOne; or (d) its payment obligations under the Agreement.

## 11. Term and Termination.

1. Agreement Term. The Agreement is effective from the date of the last party's signature of the General Terms (the "Effective Date") until it expires or is terminated in accordance with its terms (the "Term").
2. Termination for Breach.
  - a. Termination of an Order Form or Statement of Work. Either party may terminate an Order Form, or Statement of Work if the other party is in material breach of the applicable Order Form, or Statement of Work and fails to cure that breach within 30 days after receipt of written notice. Payments following termination by Client for VertexOne's uncured material breach of an Order Form, or Statement of Work will be governed by Section 11.3.2 or the terms of the applicable Order Form, or Statement of Work.
  - b. Termination of the Agreement. Either party may terminate this Agreement if the other party (i) is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice, or has submitted a plan for cure of breach accepted in writing by the non-breaching party within such 30 day period (ii) ceases its business operations, or (iii) becomes subject to insolvency proceedings and such proceedings are not dismissed within 90 days.
3. Effects of Termination.
  1. In the event of expiration or termination of this Agreement for any reason, each party shall return to the other party (as applicable) any assets, equipment, Software, data, documentation, information, and other material of whatever kind and in whatever form belonging to the other party which it has no legal right to retain.
  2. In the event of expiration or termination of this Agreement for any reason, Client shall pay to VertexOne all unpaid Fees and any other sums due under this Agreement in accordance with the payment terms expressed in this Agreement. Such payment shall not prejudice all other rights each party may have against the other.

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3. Expiration or termination of this Agreement for any reason shall not affect the rights and liabilities subsisting at the date of such termination or expiration, or any Order Forms or Statement of Work intended to apply and/or to continue in force after expiration or termination.
4. Client may terminate this Agreement and any applicable Work Order Form or Statement of Work if it has not appropriated sufficient funds to undertake the payment obligations set forth herein.

1. **Miscellaneous.**

1. **Assignment.** Neither party may assign this Agreement or any of its rights and obligations under this Agreement without the prior consent of the other party which consent shall not be unreasonably delayed, withheld or conditioned; provided, however, that either party may assign or delegate its rights and obligations under this Agreement, in whole or in part, without the other party's consent to (i) an Affiliate, or (ii) to an entity that acquires all or substantially all of the assets of such party or which is the successor in a merger or acquisition involving such party.
2. **Sub-Contractors and Other Personnel**
  - a. VertexOne shall be entitled to subcontract any part of its rights or obligations under this Agreement without Client's prior consent to any Affiliate or third party provided that it remains liable for the acts and omissions of such Affiliate or third party as if they were its own. Client acknowledges that, and consents to, some of the Services being delivered by VertexOne through other companies in VertexOne.
  - b. Client is and shall remain liable for the acts of omissions of Client Personnel in connection with this Agreement as if they were Client's own.
3. **Force Majeure.** Other than obligations to make payments when due, neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war (a "Force Majeure Event"). If there is a Force Majeure Event, then the excused party will promptly provide written notice to the other party and will use commercially reasonable efforts to recommence performance.
4. **Insurance.** VertexOne shall maintain in force for the Term the following insurance policies with reputable insurance companies to cover its relevant potential liabilities in connection with this Agreement:
  - a. Commercial General Liability Insurance issued on a standard ISO Commercial General Liability policy form (CG 0001) or its equivalent in an amount of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and
  - b. Professional Liability Insurance including errors, omissions, and cyber coverage in an amount of at least five million dollars (\$5,000,000) per claim; and
  - c. Automobile Liability Insurance including hired and non-owned vehicles in an amount of at least one million dollars (\$1,000,000) per accident; and
  - d. Worker's compensation insurance in such form, and in such amounts, as may be required by law from time to time.
5. **No Agency.** VertexOne is an independent contractor and shall not be considered an officer, agent, or employee of Client.
6. **No Waiver.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.
7. **Severability.** If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
8. **No Third-Party Beneficiaries.** The Agreement does not confer any rights or benefits to any third party unless it expressly states that it does.

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9. **Dispute Resolution Procedure.** The parties will attempt in good faith to resolve within 30 days any dispute or claim arising out of or in relation to this Agreement before filing a formal legal proceeding before a court or government tribunal. Nothing in this Section (Dispute Resolution Procedure) shall prevent either party from instigating immediate legal proceedings to avoid irreparable damage or to preserve the status quo.
10. **Notice; Governing Law.** Notices shall be given to each party at their respective addresses as first stated in the preamble of this Agreement. All Notices will be in writing and will be deemed to have been duly given (a) three (3) days after being sent by registered or certified mail, return receipt requested and postage prepaid; or, (b) one (1) day after deposit with a nationally recognized overnight delivery or express courier service. Notices can also be sent via electronic mail to the following email addresses: [legaldl@vertexone.net](mailto:legaldl@vertexone.net) for VertexOne and [jvalenti@downers.us](mailto:jvalenti@downers.us) for the Client. This Agreement shall be governed by the laws of the State of Illinois without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts of DuPage County with respect to any dispute, claim, action, suit or proceeding (including non-contractual disputes or claims) arising out of or in connection with this Agreement.
11. **Entire Agreement.** The Agreement states all terms agreed between the parties and supersedes any prior or contemporaneous agreements between the parties relating to the subject matter of the Agreement. In entering into the Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly described in the Agreement. The Agreement includes URL links to other terms, which are incorporated by reference into the Agreement. Any amendment to this Agreement shall be in writing.
12. **Counterparts.** The parties may execute the Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.
13. **Affiliates:** Notwithstanding any provision of this Master Agreement to the contrary, either Party may enter into an Order Form or Statement of Work using an Affiliate of the named Party to this Agreement, and terms of this MSA shall incorporate automatically by reference.
14. **Campaign Disclosure:** VertexOne shall execute the Campaign Disclosure Certificate, attached hereto.
15. **Patriot Act Compliance:** VertexOne represents and warrants to Client that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The VertexOne further warrants to Client that the VertexOne and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.
16. **Nondiscrimination:** VertexOne shall, as a party to a public contract:
  - (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
  - (b) Certify that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of this Contract.

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It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. VertexOne shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et seq.

17. Sexual Harassment Policy: The VertexOne, as a party to a public contract, represents that it has a written sexual harassment policy.

18. Equal Employment Opportunity: In the event of the VertexOne's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the VertexOne may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the VertexOne agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the VertexOne will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the VertexOne will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

19. Drug Free Workplace: VertexOne, as a party to a public contract, certifies and agrees that it will provide a drug free workplace and that it has a policy addressing same.

20. Cooperation with FOIA Compliance: VertexOne acknowledges that the Freedom of Information Act may apply to public records in possession of the VertexOne or a subcontractor. VertexOne and all of its subcontractors shall cooperate with Client in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et seq.

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## CHANGE MANAGEMENT POLICY EXHIBIT A

The definitions set out in this policy shall apply to all Statements of Work, Attachments, and Order Forms unless context requires otherwise.

**"Change" and "Changes"** means a change/changes to a Statements of Work, Attachment, or Order Form

### 1. PURPOSE

1.1 Where either Party sees the need for a Change, Client may at any time request, and VertexOne may at any time recommend, such Change in accordance with the Change Management Process as set out in this Change Management Policy. Either Party may request further information or reasonable changes to a change proposed by the other Party.

### 2. CHANGE MANAGEMENT PROCESS

#### 2.1 Client Change Requests

2.1.1 Client shall submit a request for a Change in writing using VertexOne's ticketing system.

2.2 Where a request for a Change is received from Client, if VertexOne approves of the Change submitted by the Client, VertexOne shall submit a category estimate to Client as soon as reasonably possible taking into account the nature and scope of the request, but in no event longer than ten (10) business days. Client will review the category estimate to ensure Client's requirements are stated correctly and then the Parties will execute a Change Request to approve the estimate prior to VertexOne's delivery plan for the Change Request. VertexOne will inform Client as soon as possible if additional information is required or if an estimate will take longer than 15 days to submit.

2.3 **VertexOne Recommendations to Change** A recommendation for a Change by VertexOne shall be submitted to Client in writing for Client's review and consideration. Change documentation from VertexOne to the Client shall contain the cost, information about the change, any known impacts, risks, constraints, a date, and a change request number.

#### 2.4 General

2.4.1 Any request not approved or rejected directly by the Party receiving the request for Change Amendment within twenty (20) business days after receipt, shall automatically be deemed rejected.

2.4.2 Any request approved by VertexOne will be reviewed to determine the delivery plan for the approved Change Request. VertexOne has sole discretion to determine when the delivery plan of the Change Request will be delivered.

### 3. COSTS

The costs incurred to prepare and to review a proposed Change shall be borne by the Party preparing and/or reviewing it. Such costs will not be paid by or reimbursed by the other Party.



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IN WITNESS WHEREOF, this Agreement is hereby executed to be effective as of the Effective Date.

**VERTEXONE:**

VertexOne Software, LLC.,  
Company Name  
1321 Upland Dr, Suite 8389  
Street Address of Company  
Houston, TX 77043  
City, State, Zip  
214-576-1000  
Business Phone  
Fax

ATTEST: If a Corporation

Signature of Corporation Secretary

Date: 2/3/2026

katie.ettinger@vertexone.ai  
Email Address

Katie Ettinger  
Contact Name (Print)

214-576-1235  
24-Hour Telephone

  
Signature of Officer, Partner or  
Sole Proprietor

Keith Foester CFO  
Print Name & Title

**VILLAGE OF DOWNSERS GROVE:**

Authorized Signature

Title

Date

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