INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 10429741

LAKE COUNTY IL
18 N COUNTY ST
WAUKEGAN IL 60085-4304

SHIP-TO

LAKE COUNTY IL
18 N COUNTY ST
WAUKEGAN IL 60085-4304

We deliver according to the following terms:

Payment Terms	:	Net 30 days
Ship Via	:	Insight Assigned Carrier/Ground
Terms of Delivery:	:	FOB ORIGIN
Currency	:	USD

Quotation

Quotation Number	:	0225785691
Document Date	:	19-DEC-2022
PO Number	:	
PO release:	:	
Sales Rep	:	Bob Erwin
Email	:	BOB.ERWIN@INSIGHT.COM
Telephone	:	+14803667058
Sales Rep 2	:	Lia Paredes
Email	:	LIA.PAREDES@INSIGHT.COM
Telephone	:	+14809021145

Services will be performed pursuant to the attached TrueRoll Software Services Agreement and SOW

Material	Material Description	Quantity	Unit Price	Extended Price
TEPTTIWDIINTS-LCNT	TRUROLL TYLER TECHNOLOGIES IASWORLD DATA IMPORT, INTEGRATION & INTEGRATION SUPPORT OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 159345.99 Discount %: 26.702%	1	116,798.04	116,798.04

Services Subtotal	116,798.04
TAX	0.00
Total	116,798.04

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Bob Erwin
+14803667058
BOB.ERWIN@INSIGHT.COM

Lia Paredes
+14809021145
LIA.PAREDES@INSIGHT.COM
Fax 4807608347

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the OMNIA Partners Technology Products, Services & Solutions Contract.

This competitively solicited contract is available to participating agencies of OMNIA Partners. OMNIA Partners assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities). Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE AGREEMENT (THE "AGREEMENT") IS ENTERED INTO ON _____ (THE "EFFECTIVE DATE") BETWEEN LAKE COUNTY IL ("CUSTOMER") AND THE EXEMPTION PROJECT, INC., (ALSO KNOWN AS TRUEROLL™)

A DELAWARE CORPORATION AT 320 W OHIO ST, #3W, CHICAGO, IL 60654 ("COMPANY").

1.1 WHEREAS, the Customer requests Company to deliver services related to the accuracy of their tax roll ("Services") and as further described in the Statement of Work attached as Exhibit A-1 to this Agreement and thereafter, as may be agreed by the parties in writing and attached as sequentially numbered Exhibits (e.g., A-2, A-3, etc.) referencing this Agreement (each, a "**Proposal**"). Including but not limited to property valuations, property data characteristics, personal property, taxpayers receiving exemptions, and related tax benefits tied to exemptions.

1.2 WHEREAS, the identification of an inaccurate exemption roll or inaccurate property characteristics and valuations will assist the Customer in fulfilling its statutory obligations under the state tax code, as will the identification of taxpayers entitled to exemptions;

1.3 WHEREAS, Company agrees to provide audit Services for the Customer under the terms of this Agreement;

1.4 WHEREAS, Company will provide said Services in exchange for the fee as quoted by Insight Public Sector, Inc. ("**Insight**") quote #225785691.

1.5 THEREFORE, under these terms of this Agreement, Company agrees to deliver Services described in the Proposal to help improve the accuracy of the Customer's tax roll. In case of any conflict between the terms of this Agreement and the terms stated in the Proposal, the terms of this Agreement will take precedence unless the Proposal expressly states that it overrides a specific provision hereof.

1.6 All work performed by Company will be under the direct supervision and control of the Customer. Notwithstanding, this Agreement requires Company to use its best efforts to ensure that the Customer's goals in retaining Company will be fulfilled.

1.7 The Customer agrees to make available requested electronic versions of the most recent tax roll, exemption records, shape files where applicable, previous audit details where applicable, and exemption application forms where applicable, for the calendar years for which the Services to be performed are applicable. Such information will be provided within the law.

1.8 Company will provide its Services under state and local regulations that govern this Agreement. Subject to the terms hereof, Company will provide Customer with reasonable technical support services under Company's standard practice. The

Company's standard practice is available at www.trueroll.io/terms or in writing upon request.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 The Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services; modify, translate, or create derivative works based on the Services or any software (except to the extent permitted by Company or authorized within the Services). If in the course of providing the Services Company receives any feedback from the Customer relating to the Services ("**Customer Feedback**"), Company is free to use such Customer Feedback. The Customer hereby assigns and agrees to assign all of its rights in the Customer Feedback to Company, without any right to compensation.

2.2 The Customer represents, covenants, and warrants that the Customer will use the Services only in compliance with Company's standard published policies then in effect (the "**Policy**"), provided that the Policy is presented to the Customer, and all applicable laws and regulations. The Customer agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from the Customer's use of Services. Although Company has no obligation to monitor the Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 The Customer will obtain and maintain any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers (collectively, "**Equipment**"). The Customer will also maintain the security of the Equipment, the Customer account, passwords (including but not limited to administrative and user passwords) and files, and be responsible for all uses of the Customer account or the Equipment with or without the Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Either party may disclose or make available information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Proprietary Information**"). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of the Customer includes non-public data and other content, in any form or medium, provided by the Customer to Company to enable the provision of

the Services, but that is not provided, collected or generated by Company ("**Customer Data**"). Proprietary Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Proprietary Information to any person or entity, except to the receiving party's employees who have a need to know the Proprietary Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law (e.g., public record laws, freedom of information laws, etc); or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Proprietary Information, or destroy all such copies and certify in writing to the disclosing party that such Proprietary Information has been destroyed. However, the receiving party can retain Proprietary Information to the extent contained in deleted emails and electronic documents which are archived by or on behalf of the receiving party consistent with the receiving party's standard archival processes but which, in the ordinary course of operations, are not accessible by the individuals who created or received such emails or documents. Each party's obligations of non-disclosure with regard to Proprietary Information are effective as of the Effective Date and will expire 5 years from the date first disclosed to the receiving party.

3.3 As between the parties, the Customer owns or has the right to use the Customer Data. The Customer grants to Company, during the Term, the right to use Customer Data to the fullest extent necessary or useful for Company to perform the Services, enforce this Agreement, and exercise Company's rights as stated herein. Company owns all Service Data. "**Service Data**" means information and data that Company derives or aggregates from (a) Company's performance of the Services and operation of its software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the implementation of the Services or support, (c) all intellectual property rights related to any of the foregoing, and (d) any data that is based on or derived from the Customer Data and has been provided to the Customer as part of the Services.

3.4 Notwithstanding anything to the contrary, Company has the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set

forth herein including the resale of the Customer's data granted to Company by the Customer which is expressly prohibited.

4. PAYMENT OF FEES

4.1 Fees will be paid to Insight pursuant to Insight quote #225785691.

5. TERM AND TERMINATION

5.1 The initial term of this Agreement is for one year commencing as of the Effective Date, unless terminated earlier pursuant to any of the Agreement's express provisions. This initial Agreement may be renewed for additional successive one (1) year terms upon mutual agreement of the parties (together with the Initial Term, the "**Term**").

5.2 In addition to any other remedies it may have, either party may terminate this Agreement upon a material breach of this Agreement by the other party (a) immediately, upon written notice to the other party, if the breach is non-remediable, or (b) 30 days after giving written notice to the other party if the other party has failed to cure a remediable breach or provide a written plan of cure reasonably acceptable to the non-breaching party.

5.3 Either party may terminate all Proposals then in effect, upon notice to the other party, if the other party becomes insolvent or the subject of a bankruptcy, conservatorship, receivership or similar proceeding, or makes a general assignment for the benefit of its creditors.

5.3 Upon any termination, Company will make all Customer Data available to the Customer for electronic retrieval for a period of 30 days, but thereafter Company may, but is not obligated to, delete stored Customer Data upon providing the Customer with written notice three business days before the planned deletion, at the earliest on the 27th calendar day of the Customer's failure to pay.

5.4 This Agreement will remain active from the Effective Date until the date on which the Term of the last remaining Proposal between the parties expires or is terminated. Upon expiration or termination of the Agreement, the Customer will pay all due and unpaid Fees without further notice.

5.5 The rights and obligations of the parties set forth in this Section and in Sections which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, indemnification and limitations of liability.

6. LIMITED WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for

unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, COURSE OF PERFORMANCE, COURSE OF DEALING AND USAGE OF TRADE.

7. INDEMNITY

7.1 Each party (the "**Indemnifying Party**") shall defend and indemnify the other party (the "**Indemnified Party**") from and against any damages, liabilities, losses, and costs, including reasonable attorney's fees (collectively, "**Losses**") incurred by the Indemnified Party arising out of claims asserted by a third party against the Indemnified Party to the extent that the Losses are caused by the Indemnifying Party's breach of any of its obligations under this Agreement.

7.2 Company shall hold the Customer harmless from and against any Losses against out of any claim brought against the Customer for direct infringement by the Service of any United States intellectual property right existing as of the Effective Date; provided, Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; and further provided that such obligation will not apply to the extent any infringement arises from (a) any use of the Services in a manner not authorized by this Agreement or Company, or (b) Company's modification of the Services as instructed by Customer. If a court makes a final, non-appealable determination that the Services are infringing, then Company will, at its expense: (y) modify the Services to be non-infringing without materially affecting Company's obligations to the Customer under this Agreement, or (z) obtain for the Customer a license to continue using the Services. If neither of the foregoing is commercially practicable, Company may terminate this Agreement and the Customer's rights hereunder and provide the Customer a refund of any prepaid, unused fees for the Service. This Section sets forth the Customer's sole and exclusive remedies for any claim of infringement related to the Services under this Agreement.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, NEITHER COMPANY)NOR ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A)

FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND OR FOR ANY LOSS THAT COULD HAVE BEEN AVOIDED BY THE CUSTOMER'S USE OF REASONABLE DILIGENCE; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY THE CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

(a) SEVERABILITY. If any provision of this Agreement is found to be unenforceable or invalid in any respect under any applicable law or rule in any jurisdiction, a court will, if possible, modify the provision to the extent required to make it valid and enforceable. Regardless, the invalidity, illegality or unenforceability of a provision will not affect any other provision, or the enforcement of the provision in any other jurisdiction.

(b) ASSIGNMENT. This Agreement is not assignable, transferable or sublicensable by the Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

(c) FORCE MAJEURE. With the exception of the Customer's payment obligations, neither party shall be liable for any default or delay in the performance of its obligations hereunder, if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, earthquakes, fire, riots, floods, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, pandemics or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) COMPLETE AGREEMENT. This Agreement, together with each Proposal and the Insight quote #225785691, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

(e) AMENDMENT AND WAIVER. This Agreement may be amended only with the consent of the affected parties, in writing. A provision of the Agreement may be waived only with the written consent of the party against whom the waiver is asserted. A waiver will be effective only in the specific instances and for the limited purposes for which given, and must be explicit. No action or inaction by a party will be considered an implied waiver.

(f) INDEPENDENT CONTRACTOR. Company shall be as an agent of the Customer in performing the Services as provided by this Agreement. However, no other agency, partnership, joint venture, or employment is created as a result of this Agreement and the Customer does not have any authority of any kind to bind Company in any respect whatsoever.

(g) In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees.

(h) NOTICES. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

If to the Customer: Lake County, IL 18 N County St Waukegan, IL 60085	If to Company: The Exemption Project, Inc. Attn: Tyler Masterson 320 W OHIO ST, #3w Chicago, IL 60654 Email: tyler@trueroll.io

(i) GOVERNING LAW. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions.

(j) LIMITATION OF ACTIONS. No action, regardless of form or substance, arising out of this Agreement or the performance or nonperformance of any obligation hereunder may be brought more than one year after a party knew or should have known of the occurrence of the event giving rise to such cause of inaction by a party will be considered an implied waiver.

TrueRoll

Statement of Work

Statement of Work to deliver TrueRoll Proactive Homestead Monitoring™, an end-to-end solution for managing exemption roll accuracy.

Prepared For:

Bob Gluekart
Chief County Assessment Officer
e-mail: RGlueckert@lakecountyil.gov

Prepared By

Tyler Masterson
CEO, Co Founder
M: 410-960-1153
E: tyler@trueroll.io

This Statement of Work

This Statement of Work should be viewed in combination with the attached sales proposal which describes the proposed functionality, value proposition, and included features of the project delivery.

Scope of Deliverables

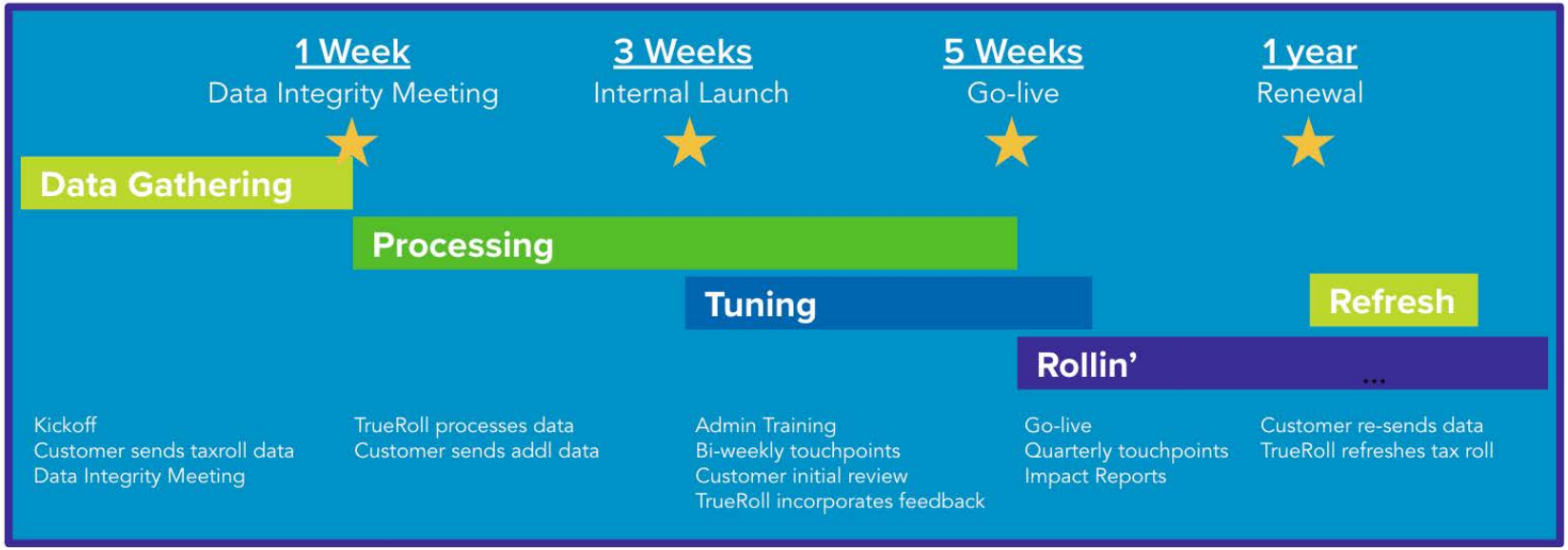
The following deliverables are included in this proposed Statement of Work.

TrueRoll Scope	
Data & Integration	• CAMA data import and/or connection with your CAMA (where available)
Configurations and AI Modeling	• Customer-specific configurations • Customer-specific data mapping and cleansing • AI learning model trained during Tuning period

TrueRoll Proactive Homestead Monitoring™	• TrueRoll online web-solution for unlimited users to track and manage exemption investigations
	• Unlimited users
	• All features described in this proposal and rolling enhancements
	• Lake-specific Flag configurations with national coverage:
	  ○ Duplicate Homesteads
	  ○ Voter Conflicts
	  ○ Deceased Individuals
	  ○ Rental Properties and Vacancies
	  ○ Corporations/Trusts

New Application Module™	• New Application nightly vetting, facilitated via Tyler Technologies integration or automated nightly export/import task by Lake County • **Deployment of this feature requires collaborative integration with your CAMA system
Service Delivery	• TrueRoll Customer Success Delivery Methodology • Bi-weekly project meetings & quarterly updates
Additional Services (Optional)	• Unclaimed Exemption Identification

Delivery Milestones



Phase 1- Data Gathering

The first steps in deployment are related to gathering your tax roll data. Please review the attached Residential Tax Roll Data Request Document carefully and let us know if you have any questions (the most common omission is when we only receive exempt properties instead of the entire residential property roll as specified in the document).

Data Integrity Meeting - Assuming we receive the data from step 1 promptly, your TrueRoll CSM will set up a Data integrity meeting for ~2 weeks from project start. The Data Integrity meeting is where we review your tax roll data with you to make sure we fully understand and have correctly cleansed and mapped the data provided by your jurisdiction.

Phase 2 - Processing

TrueRoll processes your data against our thousands of data sources (public, private, purchased, scraped, etc.). We use 100's of exemption eligibility criteria modeled off your state's legislative code to identify exemptions that may be unqualified.

TrueRoll then prioritizes the potentially unqualified exemption (we call them “Candidates”) to your www.trueroll.app web application INBOX based on priority levels. If you are a TrueRoll Full-Service Audit customer, trained TrueRoll investigators will perform the investigation work for you.

Phase 3 - Tuning

TrueRoll Customer Success Managers will then engage with your team on a bi-weekly schedule to perform the following tasks until deployment is complete:

- Administrative/Super User Training
- Tuning the TrueRoll algorithm to meet Customer-Specific Requirements
- Adding any additional customer-specific data files (returned mail, rental registrations, etc)
- End User Training

Phase 4 - Rollin’

TrueRoll Customer Success Managers will then support your team’s work with quarterly meetings and in-app chat support to maximize the value delivered by the solution. This includes:

- Gathering impact metrics to report to the county
    - Note: If impact metrics are important to review on a quarterly basis, please let your CSM know to focus on this during training.
- Responding to support requests and feature requests
- Quarterly Business Reviews

Partnership Note

TrueRoll is a young, growing company, committed to our core values and our customers’ success. If you need anything, please reach out to your CSM, their goal is to ensure your jurisdiction gets the same results experienced by our most successful customers.