

March 26, 2024

Randall Recklaus  
Village Manager  
Village of Arlington Heights IL  
33 S. Arlington Heights Rd.  
Arlington Heights, IL 60005

**Re: Second Amendment to ERP Project Implementation Advisory Services Contract**

Dear Mr. Recklaus:

Thank you for selecting Plante & Moran, PLLC (“PM”) to assist you. We are sending this letter and the accompanying Professional Services Agreement, the terms of which are incorporated into this engagement letter, to confirm the nature, limitations, and terms of the services we will provide to Village of Arlington Heights IL (“Client”).

### Scope of Services

On September 20, 2021, the Village and Plante Moran entered into an agreement to provide ERP Professional Consultant Services to support Phase 3: ERP Implementation Advisory Services.

**First Amended Scope – Extended Term of Implementation Advisory Services | Complete**

The original term for Plante Moran’s implementation advisory services started on 10/01/2021 with the beginning of the Village’s ERP implementation. On September 5, 2023, the Village and Plante Moran approved the first amendment extending Plante Moran’s services from 12/01/2023 to 3/31/2024. During this time the Village successfully implemented its new utility billing, permitting/land management, code compliance, human capital management, and finance/accounting systems. These systems are now in production serving the residents of the Village.

**Second Amended Scope – Core: Extend Term of Implementation Advisory Services**

ERP implementation advisory services will be extended from 4/01/2024 through 7/31/2024. This will support the Village’s implementation of its remaining ERP project modules including: workforce management, staff scheduling, payroll, e-procurement, and citizen service request integration. These services proposed would continue Plante Moran’s involvement to support the completion of these remaining project activities. Plante Moran will continue to facilitate weekly EPR Core Team Meetings and join project status / workshop meetings with members of the Tyler Technologies ERP and Village staff. Its team will also provide expertise on best practices, client experience, and project management support.

## Second Amended Scope – Optional: Timekeeping/Payroll Process Mapping and Controls Review

This optional scope item will evaluate the Village's workforce management and payroll practices as they are administered in the new ERP.

### Step #1: Timekeeping and Payroll Process Review and Alignment of Duties Analysis

PM will facilitate discovery sessions with the business process owners, department staff, and subject matter experts to review current practices and processes. We will review roles and responsibilities, workflow, control points, and supporting technologies.

PM will facilitate these sessions by process mapping the following areas including notes that represent improvement opportunities. At the Village's option, standard operating procedure documentation can be developed under separate scope option.

- Scheduling and timekeeping
- Payroll process
- Personnel actions including entry of pay rates
- Processing of new hires

We will document key handoffs, decisions, requirements, time expectations, approval processes, and any supporting systems that are used to support these processes. In addition, participants will be asked to share the information that is required to complete various process steps and comment on the extent to which existing reports support these decisions.

Deliverables: Documented improvement opportunities, current-state business process maps, and supporting process documentation.

### Step #2: Develop Recommended Future State Process Maps and Realignment of Duties

Plante Moran will develop future state process recommendations and identify options to resolve gaps to achieve best practice with the alignment of duties. The processes considerations may include reporting and workflow improvements necessary to institute recommended changes.

We will compare recommended future state organizational structures and process maps against comparable organizations with related policies and practices, as applicable. Recommendations will address alignment of duties (e.g. proper control points for entry and validation of pay rates) between Payroll and Human Resources so they are in line with best practices. We will also assure alignment with applicable federal and state laws and other regulations specific to the following:

- **Processes** – To discuss challenges with each of the current processes and opportunities for improvement, including a review of any areas of focus in the process maps provided.
- **Systems** – Utilization of current systems and possible improvements.
- **Policy Gaps**- During our process discussions we will also work to identify any gaps in HR and/or Payroll policy, specifically where, based on best practice, a policy is missing or should be updated.

Deliverables: Future-state process maps, recommendations to transition from current-state to future-state (process, systems, policies), and recommendations to realign of HR and Payroll roles and responsibilities.

## Services Fee Summary

Service fees will be invoiced based upon the hourly rate schedules identified in the table below for Scope Amendment #2 activities represented below.

Phase Activity	Original Agreement	First Amendment Fees	Second Amendment Fees
<b>Original Contract Scope of Services - Complete</b> Phase 3: Implementation Advisory Services 10/01/2021-11/30/2023 @ 40 Hours Per Month	\$ 234,000		
<b>Scope Amendment #1 – ERP Implementation - Complete</b> 9/01/2023-11/30/2023 - 80 Hours Per Month @ \$225/hr		\$54,000	
<b>Scope Amendment #1 – ERP Implementation - Complete</b> 12/01/2023-3/31/2024 - 80 Hours Per Month @ \$250/hr		\$80,000	
<b>Scope Amendment #1 - RFP/RFQ Service Request Integration with ERP – In Progress</b> 9/01/2023-3/31/2024 – Services		\$17,000	
<b>Proposed Scope Amendment #2   Core</b> 4/01/2024 – 7/31/2024 – estimated 40 Hours Per Month @ 250/hr			\$40,000
<b>Proposed Scope Amendment #2   Scope Option A Timekeeping/Payroll Process Mapping and Controls Review</b> 4/01/2024 – 7/31/2024 – estimated 80 hours @ \$290/hr			\$23,200
<b>Summary</b>	<b>\$ 234,000</b>	<b>\$151,000</b>	<b>\$63,200</b>

If Client wishes to engage PM to perform additional services, including accounting, assurance, tax assistance, or additional consulting, PM may be available to provide them under the terms of separate engagement letters and for additional fees.

## Project Staffing

Plante Moran will continue to provide continuity of service to the Village by offering its current team including Mike Riffel, as Project Director, Chris Blough, as Project Manager/EnerGov-Systems Integration Consultant, Caroline Glass, EnerGov Consultant, Reese Weigle, UB Consultant, and Michael Blickhahn, a HCM/Payroll Lead Consultant (see additional resumes section). Should additional expertise be required, Plante Moran may present additional staff members to provide services to the Village with the approval of the Village’s Project Manager, Diana Mikula.

## Fees and Payment Terms

Our fee for this engagement, subject to the terms and conditions of the accompanying Professional Services Agreement, will be based on the value of the services we provide. We estimate that our fee for this amendment will be an increase not to exceed \$63,200.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices will be rendered periodically and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign a copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

**Plante & Moran, PLLC**



Mike Riffel, Partner

### Agreed and Accepted

**We accept this engagement letter and the accompanying Professional Services Agreement (collectively, “Agreement”), which set forth the entire agreement between Village of Arlington Heights IL and Plante & Moran, PLLC with respect to the services specified in the “Scope of Services” section of this engagement letter. This Agreement may be amended by written agreement between Plante & Moran, PLLC and Village of Arlington Heights IL.**

Village of Arlington Heights IL

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Randall Recklaus  
Village Manager

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Date

## Additional Staff Resumes to Plante Moran's Original Contract

This resume represents the additional staff proposed to support the Village's project activities in addition to those previously represented in our original proposal to the Village.



### Mike Blickhahn

HCM/Payroll Service Line Leader  
Senior Manager, Management Consulting

#### Summary of experience

Mike has over 25 years' of experience leading various human resource operational functions in healthcare, government, and retail pharmacy. Mike has human resources leadership and operational experience at employers ranging from 500 to 200,000 employees. He has significant experience in employee compensation, benefits, and the administration of human resource systems, including several years at a Fortune 50 company overseeing all aspects of human resources for all mergers, acquisitions, and divestitures.

Mike has led human resource teams through systems assessments at all levels, including overseeing the selection, data conversion, and management training programs needed for new HRIS systems. Mike is well versed in the design of post-implementation human resource processes and team structures, including the necessary change management techniques to ensure user acceptance.

Mike has extensive management experience and operational knowledge of all areas of human resources, including:

- HRIS and payroll administration
- Compensation and benefits plan design and administration
- Talent acquisition and employee onboarding
- Human resources policies and procedures

#### Selected key clients

- Milwaukee County, WI
- Jefferson County, CO
- Kent County, MI
- City of Baton Rouge, LA
- Baton Rouge Recreational Authority, LA
- Miami Dade County, FL
- Great Lakes Water Authority, MI
- Gwinnett County, GA
- Prince William County, VA
- King County Library System, WA
- City of St. Louis, MO
- Broward County, FL
- West Palm Beach, FL
- Elk Grove Village, IL
- Southwest Ohio Waste Management Authority, OH
- Shelby County, TN

#### Education

Bachelor of Science  
University of Illinois

#### Professional training and affiliations

Society for Human Resource Management (SHRM)  
International Public Management Association (IPMA)  
International Association for Human Resources Information Management (IHRIM)

## Mike Blickhahn professional experience

Prior to coming to Plante Moran, Mike worked for over 25 years in human resources operations, including over 20 years in human resources leadership positions overseeing several HR functions including HRIS, compensation, recruitment, talent management, payroll, and time attendance. In his work as a Director of Compensation and HRIS, he also had experience working with Milwaukee County Transit on HRIS related operations, policy, and planning.

**Baton Rouge Recreational Authority, Louisiana: Human resource system selection and process redesign.** Lead human resources consultant on the review of operations of human resources and payroll departments. Worked with departments to develop specifications for new system.

Lead consultant on revision of several department processes, including selection and hiring, learning management, and management development. This project was focused on lowering the overall time to fill while better focusing the selection of staff to lower turnover and increase retention.

**Elk Grove Village, Illinois: Human resource department operations review.** Lead consultant on the review and revision of several human resource processes, including benefits administration, termination processing, and retiree health billing. This project involved extensive process review and redesign to better facilitate the use of available systems. Increasing overall department productivity and data integrity.

**Great Lakes Water Authority, Michigan: Human resources system reimplementation consultant.** Lead HCM and payroll consultant assisting the Great Lakes Water Authority with reviewing and reimplementing their HCM/payroll application to better leverage system capabilities and increase operational efficiency.

**Broward County, Florida: ERP implementation third-party assurance.** Lead HCM consultant serving as third-party assurance during ERP implementation. This effort included consulting on best practices, process reviews, and implementation oversight on behalf of the county.

**Miami Dade County, Florida: ERP implementation third-party assurance.** Lead HCM consultant serving as third-party assurance during ERP implementation. This effort included consulting on best practices, process reviews, and implementation oversight on behalf of the county.

## **Professional Services Agreement Addendum to Plante & Moran, PLLC Engagement Letter**

The terms of this Professional Services Agreement are incorporated into the accompanying engagement letter (collectively, "Agreement") dated March 26, 2024 between Plante & Moran, PLLC (referred to herein as "PM") and Village of Arlington Heights IL (referred to herein as "Client"). Any work performed in connection with the engagement before the date of this Agreement will also be governed by the terms and conditions of this Agreement.

- 1. Management Responsibilities** – The services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, Client acknowledges that Client is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM's engagement. Client has designated Diana Mikula, Assistant Village Manager, to oversee the services PM will provide.

Client represents and warrants that any and all information that it transmits, or otherwise makes available, to Plante Moran will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, "Data Privacy Laws"). Client shall not disclose personal data of data subjects ("Personal Data") who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

- 2. Nature of Services** – PM's project activities will be based on information and records provided to PM by Client. PM will rely on such underlying information and records and the project activities will not include audit or verification of the information and records provided to PM in connection with the project activities.

The project activities PM will perform will not constitute an examination or audit of any Client financial statements or any other items, including Client's internal controls. Additionally, this engagement will not include preparation or review of any tax returns or consulting regarding tax matters. If Client requires financial statements or other financial information for third-party use, or if Client requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, Client agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Client. In addition, PM's engagement is not designed and cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, PM will inform you of any such matters that come to PM's attention.

PM may have agreed to provide documents in written or electronic form to Client as described in the accompanying engagement letter's Scope of Services (the "Deliverables"). Client agrees that it shall not rely, and will not induce or permit others to rely, upon any draft advice, opinions, information, reports, and other communications other than a final Deliverable. The content of any Deliverable or other advice provided during the provision of the services engaged hereunder is limited to the matters specifically addressed therein, and unless otherwise agreed in the accompanying engagement letter, does not address any other potential tax consequences, including the potential application of tax penalties to any matter. Once provided in final form, PM is not obligated to update any Deliverable to account for new information or changes in law.

- 3. Project Deliverables** – At the conclusion of PM's project activities and periodically as PM progresses, PM will review the results of its work with Client and provide Client with any observations related to PM's services that PM believes warrant Client's attention. These results and any such observations will be based on (a) the assumption that the information Client has provided is true, complete, and not misleading and does not omit any information necessary to make it true, complete, and not misleading, and (b) Client's assurances that Client is not aware of any facts or circumstances that would make the information provided incomplete, false, or misleading. PM will not perform any independent verification of the information provided by Client. PM has no responsibility to update the results of its work or any observations related to its services for new information that is developed or received, or for events that transpire, after reviewing the results and any observations with Client. PM's results and any observations related to its services were prepared solely for use by Client and should not be used, or relied upon, by anyone else for any purpose. PM disclaims responsibility or liability to any third party arising from any use of, or reliance on, the results of PM's work or any observations related to its services.
- 4. Interactive Analyses and Visualizations** – In instances where PM expressly agrees in the accompanying engagement letter to provide interactive analyses or visualization tools (collectively, "Electronic Documents") to Client, such Electronic Documents will be provided in a format determined to be acceptable to both parties. Client acknowledges and agrees that Client's ability to access such Electronic Documents may require software programs that PM does not develop, license, or support, and Client shall be solely responsible for the costs to obtain, use, or support any such required software. PM makes

no representation or warranty with respect to such software or the continuing functionality of such software relative to the Electronic Documents and disclaims any and all express or implied warranties if any, associated with such software, its merchantability, and/or its fitness for any particular use by Client.

If and to the extent provided by PM, Electronic Documents are provided solely for the purpose of supporting the written report and are to be used only as expressly described in and authorized by the written report. PM disclaims any responsibility for any use of the Electronic Documents that is not expressly provided for in and authorized by the written report. Further, Client acknowledges that Client is solely responsible for evaluating the adequacy and accuracy of any results generated through the use of Electronic Documents. PM will have no responsibility to support or update the Electric Documents for any events or circumstances that occur or become known subsequent to the date of their corresponding written report.

Client acknowledges that PM may utilize proprietary works of authorship that have not been created specifically for Client and were conceived, created, or developed prior to, or independent of, this engagement including, without limitation, computer programs, methodologies, algorithms, models, templates, software configurations, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records, and documentation (collectively, "PM Intellectual Property"). Client agrees and acknowledges that PM Intellectual Property is and shall remain solely and exclusively the property of PM.

Upon payment for the engaged services, to the extent that PM incorporates PM Intellectual Property into the Electronic Documents (which PM shall do only as expressly provided for in the accompanying engagement letter), PM grants to Client a limited royalty-free, nonexclusive, right and license to use such incorporated PM Intellectual Property for internal purposes only and in the original format. Client agrees not to copy, publish, modify, disclose, distribute, decompile, reverse engineer, or create derivative works based on PM Intellectual Property. Notwithstanding the foregoing, in no event will PM be precluded from developing for itself or for others, works of authorship which are similar to those included in the written report.

If and to the extent PM shares information obtained from third-party data sources with Client, Client agrees not to (i) disclose or redistribute any such third-party data to third parties without the express written consent of PM; or (ii) attempt to extract, manipulate, or copy any embedded or aggregated third-party data from the Electronic Documents for any purpose.

- 5. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Client, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use, and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM's services to Client, PM may communicate or exchange data by internet, email, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should Client attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.



Upon Client's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Client acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

6. **Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist PM with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for Client. In order to enable these third-party service providers to assist PM in this capacity, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Client's information, including tax return information, to such third-party service providers, including affiliates of PM outside of the United States, if and to the extent such information is relevant to the services such third-party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this Agreement. Client's consent shall be continuing until the services provided for this engagement Agreement are completed.
7. **Protected Health Information** – If, and to the extent PM needs to review protected health information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to perform the engaged services, Client agrees to separately execute a Business Associate Agreement, and Client agrees to make reasonable efforts to limit the disclosure of any PHI to the minimum amount necessary to accomplish the intended purpose of the disclosure to PM.
8. **Third-Party Data** – PM may reference third-party data sources in performing the services described in the accompanying engagement letter. Third-party data may include publicly available data, commercially available data licensed to PM, or information obtained from other sources. PM will use its judgment, discretion, best efforts, and good faith in evaluating the use of third-party data sources, but does not warrant or guarantee the accuracy, completeness, or timeliness of any data obtained from third-party data sources and disclaims any liability arising out of or relating to the use of data from third-party data sources. Client acknowledges that any commercially available third-party data sources referenced by PM are licensed to PM and PM's ability to share information obtained from commercially available third-party data sources is often restricted by the terms of use granted to PM by the licensor and, unless expressly set forth in the accompanying engagement letter, PM makes no representation or warranty that Client will have access to data obtained from third-party data sources. If and to the extent PM shares information obtained from third-party data sources with Client, Client agrees not to disclose or redistribute any such third-party data to third parties without the express written consent of PM. This Agreement does not convey to Client a sublicense to any third-party data source unless expressly agreed to in writing and signed by a duly authorized representative of PM. However, nothing herein shall prevent Client from directly contracting with or obtaining a license from any third-party data source if Client determines, in its sole discretion, that any such direct contract or license to be in its best interest.
9. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on Client personnel providing PM staff the assistance necessary to satisfy Client responsibilities under the scope of services. This assistance includes availability and cooperation of those Client personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.

PM will advise Client in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

10. **Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in the accompanying engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work or issuance of PM's consulting report upon resumption of PM's work.

Client agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

11. **Fee Adjustments** – Any fee adjustments for reasons described in this Agreement will be determined based on the actual time expended by PM staff at PM’s current hourly rates, plus all reasonable and necessary travel and related costs PM incurs, and included as an adjustment to PM’s invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.
12. **Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic, or other public health emergency or government mandated shut down (each individually a “Force Majeure Event”). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
13. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM’s gross negligence or willful misconduct, the liability of PM and any of PM’s officers, directors, partners, members, managers, employees; its affiliated, parent or subsidiary entities; and approved allied third-party service providers (collectively, “PM Persons”) for any and all claims, losses, costs, and damages of any nature whatsoever is limited so that the total aggregate liability of the PM and/or the PM Persons with respect to and arising out of the services provided hereunder shall not exceed the total fees paid to PM for the services provided in connection with this Agreement. It is agreed that these limitations on PM’s and the PM Persons’ maximum liability are reasonable in view of, among other things, the nature, scope, and limitations of the services PM is to provide, and the fees PM is to receive under this engagement. In no event shall the PM or the PM Persons be liable, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. The exclusion of certain damages as set forth in this Section apply to any and all liabilities or causes of action against PM and/or the PM Persons, however alleged or arising, unless and to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this Agreement expressly identified multiple phases of services, the total aggregate liability of PM shall be limited to no more than the total amount of fees received by PM for the particular phase of services alleged to have given rise to any such liability.

14. **Defense, Indemnification, and Hold Harmless** – As a condition of PM’s willingness to perform the services provided for in the accompanying engagement letter, Client agrees to defend, indemnify, and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity, and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.
15. **Limitation on Period to File Claims** – Any claim (based in contract, tort, or any other basis) made by either party shall be deemed waived if such claim is not the subject of a lawsuit filed within two years of the conclusion of this engagement. This provision shall not apply to any indemnification obligation created by this Agreement or applicable law, or to any action to recover fees for services provided under this Agreement.
16. **Legal Advice** – Client acknowledges that some of PM’s partners and employees are licensed to practice law, but PM is not registered as a law firm in any jurisdiction. Client shall not rely upon any advice given by PM, any PM partner or employee (collectively, the “PM Persons”) as legal advice, nor shall Client rely upon the PM Persons to satisfy, or assist Client in satisfying, any legal obligations. Upon request, PM may assist Client through the recommendation of counsel who may assist Client. Where such assistance is provided, Client agrees to hold PM harmless, and indemnify PM for the claims of third parties, for all damages claimed as a result of PM’s recommendations.
17. **Conditions of PM Visit to Client Facilities** – Client agrees that some or all of PM’s services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM’s performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client’s facility are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM’s request, to provide Client’s policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility. In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, “Applicable Preventative Guidance”) and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client’s facility. Notwithstanding the foregoing, PM reserves the right to suspend

or refrain from any in-person visit by PM to Client's facility or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client's facility is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance.

18. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
19. **Termination of Engagement** – This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.
20. **Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
21. **Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
22. **Conflicts of Interest** – PM's engagement acceptance procedures include a check as to whether any conflicts of interest exist that would prevent PM's acceptance of this engagement. No such conflicts have been identified. Client understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of Client.
23. **Electronic Signatures** – The parties intend that any electronic signature shall be given full legal effect as if it were a handwritten signature.
24. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Illinois.

### **End of Professional Services Agreement**