



MERCHANT APPLICATION

2500 W. Higgins Road, Suite 1105
 Hoffman Estates, IL 60169
 Phone: 847-310-0455
 Customer Service: 800-683-2289

Please carefully complete the enclosed Application and read the attached Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. **Keep a Copy of the entire Application and the Terms and Conditions for your records.** NPC/Member Bank's acceptance of this Application will be made in a manner authorized in the attached Agreements.

Sales Representative ID Number (9 digit or 16 digit code)

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Bank # or Merchant Association #: 9399 Gov't

SECTION 1 BUSINESS INFORMATION

Business Legal Name: (Must Match Business Tax Return Name) Village of Wilmette		Contact Name: Peter Skiles	
Business Name (DBA) <input type="checkbox"/> Check here if Corporate Headquarters Sqwe		Email address: accounts.payable@wilmette.com	Website:
Business Location Address: 1200 Wilmette Ave		Business Billing Address: (if different from location address)	
City, State, Zip: Wilmette, IL 60094		City, State, Zip: Sqwe	
Phone #: 847-853-3708	Fax #: 847-853-7642	Phone #: 847-853-7631	Fax #: Sqwe

SECTION 2 OWNERSHIP INFORMATION

Ownership: <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input checked="" type="checkbox"/> Government (Federal/State/Local) <input checked="" type="checkbox"/> Tax-Exempt Organization (501C)
Owner/Officer/Principal Name: _____ Title: _____ DOB: _____ SSN #: _____ Federal Tax ID #: _____
Home Address: _____ City, State, Zip: _____ Phone #: _____

SECTION 3 BUSINESS PROFILE AND ASSUMPTIONS

<input type="checkbox"/> Ownership or Legal Entity Change	Close NPC Existing MID#: _____	Close Date Existing MID: _____	Open Date: _____	Annual Volume (Visa/MC/DS/A): _____	Average Ticket (Visa/MC/DS/A): _____	Highest Ticket (Visa/MC/DS/A): _____	
<input type="checkbox"/> Add'l. Location 1st Location MID: _____	<input type="checkbox"/> Never Accepted Cards <input type="checkbox"/> Processor Change - How many processing statements are you including? _____						
% Card Present	% Card Not Present	% Card Swipe	% Imprint (Manually Keyed)	% MOTO	% Internet	% B2B	% of International Cards
Type of Goods/Service Sold: _____			REFUND POLICY (Check One): <input type="checkbox"/> No Refund <input type="checkbox"/> Refund in 30 days or less <input type="checkbox"/> Merchandise exchange only <input checked="" type="checkbox"/> Other satisfaction guaranteed				
Seasonal Sales: <input type="checkbox"/> Yes <input type="checkbox"/> No		Active Months: <input type="checkbox"/> JAN <input type="checkbox"/> FEB <input type="checkbox"/> MAR <input type="checkbox"/> APR <input type="checkbox"/> MAY <input type="checkbox"/> JUN <input type="checkbox"/> JUL <input type="checkbox"/> AUG <input type="checkbox"/> SEP <input type="checkbox"/> OCT <input type="checkbox"/> NOV <input type="checkbox"/> DEC					

SECTION 4 IMPORTANT DISCLOSURES

Merchant acknowledges receipt of NPC documentation, which includes Merchant Processing Agreement Ver.GEN.0713

<p>IMPORTANT MEMBER BANK RESPONSIBILITIES: (1) A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. (2) A Visa Member must be a principal (signer) to the Merchant Agreement. (3) The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. (4) The Visa Member is responsible for and must provide settlement funds to the Merchant. (5) The Visa Member is responsible for all funds held in reserve that are derived from settlement.</p> <p>IMPORTANT MERCHANT RESPONSIBILITIES: (1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargeback below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Visa Operating Regulations. The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.</p>	<p>MEMBER BANK: Fifth Third Bank 8500 Governors Hill Drive Symmes Township, OH 45249 (866) 250-9764</p>	
Signature (Signature may be evidenced by facsimile) X	Name (please print) Mike Britman	Date 1/10/14

SECTION 5 PATRIOT ACT AND BACKGROUND AUTHORIZATION

To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The undersigned entity(ies) and individuals hereby unconditionally authorize NPC and Member Bank or its agents to (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner or general partner of Merchant, or providing their Social Security Number on the Application (if such individual asks NPC or Member Bank whether or not a consumer report was requested, NPC and/or Member Bank will tell such individual and, if NPC and/or Member Bank received a report, NPC and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Merchant Agreement. By providing your SSN and signing this Application, you, in your individual capacity, unconditionally authorize NPC and Member Bank to obtain your consumer credit report.

Merchant's Business Name (Legal):

SECTION 10 SCHEDULE OF FEES

APPLICATION TYPE: Tiered[^] Flat Rate^{*} Interchange⁺ Cash Advance

DISCOUNT: Daily Monthly

CARD OPTIONS: Debit Card Only All Cards Other Cards

BUSINESS TYPE Retail Restaurant Mail/Telephone Order^{**} Internet^{**}

SUB BUSINESS TYPE Retail Key Entered^{**} DialPay Capture^{**} MOTO/CardSwipe^{**} Large Ticket

VISA/MASTERCARD/DISCOVER Rate Category	Discount Rate	Transaction Fee	VISA/MASTERCARD/DISCOVER Rate Category	Discount Rate	Transaction Fee
Base Credit	2.70 %	\$ 0.00	Base Debit NON PIN-Based ³ (Same as Qualified Credit Rate if left blank) Regulated Only ⁵ <input type="checkbox"/>	2.70 %	+\$ 0.00
Mid-Qualified Exception ¹ (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)	+ %	+\$ 0.00	<input type="checkbox"/> Debit PIN-Based ⁴	%	\$
Non-Qualified Exception ²	+ %	+\$ 0.00	Qualified Rewards (Same as Credit/Card Mid-Qualified Rate if left blank) (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)	%	Same as Visa/MC/Discover Transaction Fee

<input type="checkbox"/> Wireless Service ³	Quantity	Setup Fee	Monthly Hosting Fee	Transaction Fee	<input type="checkbox"/> Internet Services/ Micros ³	Quantity	Setup Fee	Monthly Hosting Fee	Transaction Fee
		\$	\$	+\$			\$	\$	+\$

Transaction fees are charged for all transaction authorization attempts. ¹Added to base credit discount rate and transaction fee. ²Added to applicable mid qualified credit discount rate and transaction fee. ³Transaction fee is in addition to the applicable Base, mid-qualified, or non-qualified transaction fee, regardless of transaction qualification. ⁴Debit Network Interchange, sponsorship, switch and gateway fees, and any miscellaneous fees will also be passed through to Merchant.

TIERED MERCHANTS ONLY[^] Commercial Card transactions that do not meet the requirements to qualify for preferred rates will be assessed an additional fee of 0.50% (0.0050) on such sales volume. ⁵Regulated applies to all Base NON PIN debit transactions from issuers that are not exempt pursuant to 12 CFR Part 235. NON PIN debit transactions from exempt issuers will fall under the Base Credit/Card Swipe rate. If a rate is identified but the Regulated Only box is not checked, then this rate applies to all Base NON PIN debit transactions. ^{**}If the Retail Key Entered/MOTO/Internet/DialPay Business Type is selected, Rewards cards will be charged discount rates plus 0.11% (0.0011) on all transactions. NPC's processing fees and Card Brand interchange fees are included in the discount rate. All other Card Brand fees will be passed through at the then current rate.

INTERCHANGE MERCHANTS ONLY⁺; CARD ORGANIZATION FEES: Visa, MasterCard and Discover Interchange fees, assessments and other fees will be passed through to Merchant at then current rate.

FLAT RATE MERCHANTS ONLY^{*}; CARD ORGANIZATION FEES: All fees are included in discount rate and transaction fee above except fees related to International transactions.

SECTION 11 OCCURRENCE FEES

On File Fee	\$10.00 /month	Retrieval/Chargeback	\$15.00 /each	Paper Statement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	/month
Batch Fee ^{††}	\$0.00 /each	Minimum Bill	\$0.00 /month	Service Package ³	<input checked="" type="checkbox"/> \$8.95 /month OR <input type="checkbox"/> \$11.95 /month	
Voice Auth/DialPay	\$0.95 /each	Early Deconversion Fee ¹	\$0.00 /each	PCI Fee ⁴	<input checked="" type="checkbox"/> \$90.00 /year OR <input type="checkbox"/> \$165.00 /year	
ACH/DBA Change Fee	\$25.00 /each	Card Brand Usage Fee (NABU) ²	\$0.00 /each		<input type="checkbox"/> \$7.50 /month OR <input type="checkbox"/> \$13.75 /month	
Annual Fee	\$0.00 Charged in Month of	1099-K Reporting is provided at No Charge		Regulatory Accounting Assistance Program (RAAP) Fee ⁵	\$0.00 Charged Annually Month of	March

Return ACH(s) are subject to a \$25.00 fee for each occurrence. ¹The initial term of the Merchant Agreement is 3 years and automatically renews for additional 2-year periods. If this Agreement is terminated prior to the expiration of the initial term or any renewal term, you will be subject to an Early Deconversion Fee ("EDF") in accordance with the terms of Section 6C of the Terms and Conditions. In addition to the EDF, you may also be subject to liquidated damages in accordance with the terms of Section 6C of the Terms and Conditions. If limited by state law, these fees may be modified in accordance with Section 6C of the Terms and Conditions. ²The Card Brand Usage Fee (NABU) includes the MasterCard Network Assessment and Brand Usage Fee, the Visa Acquirer Processing Fee, and the Visa Base II Transaction Fee and applies to Tiered Merchants Only. ^{††}Same as base credit transaction fee if left blank; if base credit transaction fee is left blank, the fee is \$0.30. ³The higher rate indicates the Gold Service Package. ⁴The higher rate will apply if you use software in your processing environment or you otherwise qualify as a SAQ C or SAQ D merchant. ⁵See Section 36 of the Terms and Conditions for additional information.

Merchant agrees to and accepts the terms and conditions set forth in this Application and the Terms and Conditions which are incorporated herein by reference (GEN 0713) as if fully set forth herein (collectively, the "Merchant Agreement") and acknowledges receipt of all parts of the Merchant Agreement. Merchant acknowledges that no handwritten changes have been made to the printed text of the Merchant Agreement and that the parties may produce and rely on a copy or electronically stored image of the Merchant Agreement for all legal purposes. Merchant represents, warrants and certifies to NPC and Member Bank that it has reviewed all 4 pages of this Application, that all information provided herein is true, correct and complete and that NPC and Member Bank may rely on the information contained in this Application, without further investigation, for all purposes. Merchant acknowledges and agrees that NPC and Member Bank are in no way responsible or liable for the actions, inactions, performance or lack of performance of any third party provider or independent sales representative. Merchant represents that it has chosen for itself any services, equipment or third party selected in connection with the Merchant Agreement, and it has not relied on any promises, representations, warranties, or covenants of the independent sales representative, NPC or others. Merchant acknowledges and agrees that the Merchant Agreement shall not be altered by any prior, contemporaneous or subsequent oral representations made by any party. Merchant further authorizes the release of Merchant information in accordance with the provisions of Section 9. of the Terms and Conditions. By completing Section 9 of this Application and signing below, I agree I have read and understand the American Express OnePoint Terms & Conditions therein.

IN WITNESS WHEREOF Merchant has caused this Agreement to be executed by its duly authorized representative effective in accordance with the terms of the Terms and Conditions. The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.

MERCHANT

Signature (Signature may be evidenced by facsimile)	Name (please print)	Date
X	Mike Bratman	1/10/14

SECTION 12 UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION

PERSONAL GUARANTEE: In exchange for NPC's and Member Bank's acceptance of this Merchant Agreement, each person signing immediately below this paragraph (each such person, a "Guarantor") is signing this Merchant Agreement as a Guarantor of the Merchant identified on page 1 of the Merchant Agreement. By signing below, each Guarantor (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions starting in Section 10 of the Terms and Conditions, and (ii) acknowledges and confirms that, prior to signing, he or she received and read those Continuing Guaranty provisions. Each Guarantor individually authorizes NPC, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of him or her by utilizing a third-party credit reporting agency and/or to obtain a criminal background check. Guarantor acknowledges receipt of the Merchant Agreement, which is incorporated herein by reference as if fully set forth herein and has reviewed the Continuing Unlimited Guaranty provisions therein.

Authorized Signature of Guarantor: (Do Not Include Title)	Name of Guarantor: (Do Not Include Title)	Social Security #:	Date of Signature:
X			

Merchant's Business Name (Legal): _____

SECTION 13 EQUIPMENT SETUP PROVIDER CODE: NPC = NPC to ship equipment SOF = Sales office to ship equipment MER = Merchant Owned

TERMINAL	QTY	PROVIDER CODE	PRINTER	PROVIDER CODE	PIN PAD	PROVIDER CODE
					<input type="checkbox"/> NEW <input type="checkbox"/> EXCHANGE	
					<input type="checkbox"/> NEW <input type="checkbox"/> EXCHANGE	
					<input type="checkbox"/> NEW <input type="checkbox"/> EXCHANGE	
Other:	Provider Code:	Other:	Provider Code:	Other:	Provider Code:	

EQUIPMENT SOFTWARE INFORMATION	SOFTWARE NAME	PUBLISHER	VERSION
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EQUIPMENT OPTIONS THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW

<input type="checkbox"/> RETAIL / MOTO AVS <input type="checkbox"/> YES <input type="checkbox"/> NO Last 4-Digits <input type="checkbox"/> YES <input type="checkbox"/> NO CVV 2 <input type="checkbox"/> YES <input type="checkbox"/> NO Purchase Card/Level 2 <input type="checkbox"/> YES <input type="checkbox"/> NO Invoice # Prompt <input type="checkbox"/> YES <input type="checkbox"/> NO PBX Code <input type="checkbox"/> 8 <input type="checkbox"/> 9 Multi Merchant <input type="checkbox"/> YES <input type="checkbox"/> NO First Merchant MID _____ Auto-Close++ <input type="checkbox"/> YES <input type="checkbox"/> NO TIME 10:30 pm Store N Forward <input type="checkbox"/> YES <input type="checkbox"/> NO Pre-dial <input type="checkbox"/> YES <input type="checkbox"/> NO Cash Back <input type="checkbox"/> YES <input type="checkbox"/> NO Debit Cash Bank Max Amount _____ ++ Auto-Close Time for Alternate Funding needs to be no later than 7:30 p.m. CST	<input type="checkbox"/> RESTAURANT Tips <input type="checkbox"/> YES <input type="checkbox"/> NO Servers <input type="checkbox"/> YES <input type="checkbox"/> NO Tables <input type="checkbox"/> YES <input type="checkbox"/> NO Bar Tab <input type="checkbox"/> YES <input type="checkbox"/> NO Suggested Tip <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> FAST PAY (FPS) <input type="checkbox"/> Both receipts signature line <input type="checkbox"/> Both receipts NO signature line <input type="checkbox"/> NO receipts under \$25.00	<input type="checkbox"/> CASH ADVANCE <input type="checkbox"/> LODGING PASSWORD All <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Void <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Return <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Settlement <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Other _____
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Custom Header / Footer:	Wireless ID:
	Comments:

EQUIPMENT SHIPPING INSTRUCTIONS Required ONLY if ordered through NPC - Default shipping options (Indicated by *) will be applied for any option not selected below

Ship To: <input type="checkbox"/> Merchant Location * <input type="checkbox"/> ISO Location <input type="checkbox"/> Other	<input type="checkbox"/> 1-3 Day <input type="checkbox"/> Over Night Priority * <input type="checkbox"/> Ground <input type="checkbox"/> Saturday
Attn:	Payment For Equipment Will Be: <input type="checkbox"/> Lease <input type="checkbox"/> Check <input type="checkbox"/> Cash <input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> Discover <input type="checkbox"/> Amex <input type="checkbox"/> 30 Day (Bill Group)
Address:	<input type="checkbox"/> Special Instructions:
City: State: Zip: Phone #:	
NPC TO REPROGRAM/TRAIN MERCHANT? <input type="checkbox"/> YES <input type="checkbox"/> NO	
NPC TO SHIP WELCOME KIT? <input type="checkbox"/> YES <input type="checkbox"/> NO	

WELCOME KIT SHIPPING INSTRUCTIONS Required if welcome kit is shipping to separate address from above

Ship To: <input type="checkbox"/> Merchant Location * <input type="checkbox"/> ISO Location <input type="checkbox"/> Other	Attn:
Address:	
City: State: Zip: Phone #:	

SECTION 14 SITE INSPECTION INFORMATION

I represent and warrant that the information set forth in the application is true and accurate to the best of my knowledge. In addition, I hereby certify that (check which applies):

<input checked="" type="checkbox"/> I have physically inspected the business premises of the merchant at this address, personally confirmed the identity of the person listed in the Owner/Officer Information Section, and witnessed their signing of the Agreement	Business/Inventory/Shipments: Does business appear as represented? <input type="checkbox"/> YES <input type="checkbox"/> NO Is business open and operating? <input type="checkbox"/> YES <input type="checkbox"/> NO Is inventory sufficient for business type? <input type="checkbox"/> YES <input type="checkbox"/> NO Are goods and services delivered at the time of sale? <input type="checkbox"/> YES <input type="checkbox"/> NO Goods and services charged to credit card on <input type="checkbox"/> Order <input type="checkbox"/> Shipment. If goods are shipped, is a Fulfillment House used? <input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/> An NPC approved third party site inspection vendor will supply inspection within 15 days of my signature below or I have informed NPC that a site inspection is needed.	Fulfillment House: _____ % of shipments by this vendor _____
<input type="checkbox"/> I have not physically inspected the business premises of the Merchant; but have verified the validity of the business using outside sources and confirmed the identity of the person listed under the Owner/Officer Information Section.	

Location Type: Retail Store Front Office Building Residence Industrial Building Trade Show

Sales Organization: MATRIX PAYMENT SYSTEMS	Sales Rep Signature: _____	Application Date: _____
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Lazarus, Stephen

From: mahart <mahart@matrix-ps.com>
Sent: Friday, January 10, 2014 8:47 AM
To: Lazarus, Stephen
Subject: RE: Matrix Merchant Application - Wilmette Question

So sorry Steve was in a rush will you please delete the 2.70% and change the. 20 to. 15 and add the pic 90 I just got the new app thank you for noticing please call Marlene at 847-310-0455 if you have questions I am just getting on a plane

From my Android phone on T-Mobile. The first nationwide 4G network.

----- Original message -----

From: "Lazarus, Stephen" <lazaruss@wilmette.com>
Date: 01/10/2014 8:07 AM (GMT-06:00)
To: mahart@matrix-ps.com
Cc: "Skiles, Peter" <skilesp@wilmette.com>, "Molloy, Melinda" <molloym@wilmette.com>
Subject: Matrix Merchant Application - Wilmette Question

Greetings to Mary Ahart at Matrix Payment Systems:

Peter Skiles asked that I contact you regarding the revised Merchant Application for you provided for our signature. Attached is a copy of page three of both the original application and the revised one for signature. There are some changes we would like to be sure we fully understand before we sign the revised document.

1) On the original application, the Base Credit line called for a discount rate of .15% and a transaction fee of \$0.10, and there was no discount rate shown for the Base Debit Non Pin-Based category. The revised application is showing a 2.70% discount rate and no transaction fee. It is also showing a 2.70% discount rate for the Base Debit Non Pin-Based category. We are unclear as to why this has been changed and what affect it may have.

2) The original application also called for a \$90.00 per year PCI fee. The revised application does not include that cost. Has it been waived?

We would like to get this completed today, so your prompt response to our inquiry would be greatly appreciated.

Best Regards,

Stephen Lazarus
Procurement Specialist
Village of Wilmette
1200 Wilmette Ave
Wilmette, IL 60091

Vehicle Sticker Application Production Agreement

Third Millennium Associates, Inc. and the Village of Wilmette

This agreement, which is three years in duration will automatically renew after the original three-year period and annually thereafter unless either party provides to the other party written notice of cancellation at least sixty (60) days prior to the agreement anniversary. The minimum renewal on this contract is one year. This Production Agreement which is entered into this 8th day of January 2013 (13) and between Third Millennium Associates, Inc. (hereinafter referred to as "TMA") and the Village of Wilmette (hereinafter referred to as "VILLAGE"). For consideration of payment TMA will provide to VILLAGE programming, information technology services, laser imaging and mailing services for the purpose of rendering Vehicle sticker applications and certain other items as detailed on the attached Schedule "A".

1. Pre-agreement Confidentiality

Confidentiality and non-disclosure are defined by mutual agreement between TMA and VILLAGE per the attached agreement dated and signed on the 8th day of January, 2013 (13) by TMA and VILLAGE. Also refer to paragraph 10 of this agreement.

2. Pricing Structure

The prices on which products and services will be provided by TMA to VILLAGE are set forth on the attached Schedule "B".

3. Postage Cost

Postage costs are not included in the attached listed prices and will be paid by VILLAGE directly to the USPS via C.A.P.S. The USPS will report directly to VILLAGE all amounts debited to the VILLAGE'S C.A.P.S. account.

4. Payment Terms

The TMA Invoice format shall detail the mailing and the date of the provided service. All correctly rendered TMA invoices shall be paid by VILLAGE in accordance with the Illinois Prompt Payment Act.

5. TMA Quality Commitment

TMA guarantees that it will maintain consistent standards of quality workmanship and warrants the accurate and timely processing, printing and mailing of the document as outlined in paragraph seven (7) and that its products and services will be free from defect in materials and workmanship. TMA does not warrant that the document contents are fit, legally or otherwise, for their intended purpose or use.

6. Limits of Liability

TMA agrees to use all reasonable efforts to provide timely computer services, but will not be held liable for errors of omission resulting from inaccuracies or defects in any VILLAGE data file (s), or for errors, omissions or delays resulting from improper input and output data controls and procedures used by VILLAGE or given to TMA by VILLAGE. TMA shall not be held responsible for any loss or delay or any default caused by acts of God or any other circumstances outside TMA'S control which includes, but is not limited to fire, flood, or labor from usual sources of supply, government restrictions, or electrical, mechanical or computer software failure that is unavoidable or beyond reasonable control of TMA. TMA agrees to use all reasonable efforts to provide timely production services at an alternate site in the event that their production site is unusable due to the aforementioned acts of God or any circumstances outside TMA'S control. TMA'S maximum liability for any and all claims arising from the performance of its obligations shall not exceed the purchase price of the products and technology services provided.

7. Division of Responsibilities

7A. TMA Responsibilities

- 7A-1. To write the software programs required to convert the VILLAGE Vehicle sticker billing files to the required laser image formatted output files.
- 7A-2. To write software that will allow VILLAGE'S newly TMA compiled Vehicle sticker billing file to be processed by Group-One postal software, which will reduce the VILLAGE'S postage to the minimum allowable postage of 36 cents for each qualified piece. Utilize TMA proprietary software to group "same surname / same household address" for insertion into a single mailing envelope.
- 7A-3. To design and procure all materials required to produce the Vehicle sticker applications; this includes the lasered Vehicle sticker application, the hand written Vehicle sticker application, No.10 window envelopes and the No.9 courtesy reply envelope. TMA will NOT guarantee the performance of materials not produced by TMA.
- 7A-4. TMA will laser image and mail VILLAGE Vehicle license applications within 96 post office operating hours after receipt of the VILLAGE sign-off of the record count and control totals or a mutually agreed written production schedule. Failing to do so will be cause for TMA to deduct from the VILLAGE'S invoice the interest amount per day(s) late times the dollar value of the Vehicle billing file. Your Bank's "daily earnings credit rate" will be used to calculate the interest penalty.
- 7A-5. TMA will provide our employees the required training to ensure the confidentiality of VILLAGE information.
- 7A-6. TMA will maintain effective and timely communications with the VILLAGE in all matters pertaining to the responsibilities listed herein.

7B. VILLAGE Responsibilities

- 7B-1. To provide TMA with a consistently populated vehicle sticker data file and record layout, containing "field to form" instructions for each address element and other required billing elements for the Vehicle sticker application. Files not meeting the above specifications may be subject to TMA programming fees to correct corrupted files and or instructions. All vehicle sticker billing files and related files must be submitted to TMA 25 business days before the mutually agreed vehicle sticker application mailing date. Delayed receipt of files or any required billing components may cause a delay of your mailing.
- 7B-2. The software will be used only in conjunction with TMA mailing services, on-line services and any other ancillary services.
- 7B-3. To provide a forty-eight (48) hour response via e-mail verifying the TMA record counts and control totals and other matters.
- 7B-4. To maintain a C.A.P.S. account with the USPS.
- 7B-5. To pay all correctly rendered TMA invoices within in accordance with the Illinois Prompt Payment Act.

8. Renegotiations and Cancellation

In the event either party is in breach of any of the terms contained herein, the non-breaching party shall give written notice of said breach to the breaching party. The breaching party shall have ten (10) days to cure the breach. In the event said breach is not cured within ten (10) days of notice, the non-breaching party may then give thirty (30) day written notice of cancellation of this Agreement. In the event of cancellation by VILLAGE, all materials produced by TMA for use in VILLAGE'S Vehicle sticker mailing project shall be paid for within 30 days by VILLAGE. TMA will UPS these items to VILLAGE if notified by VILLAGE to do so.

9. Post-agreement Confidentiality

In the event of cancellation or expiration of this agreement, TMA shall return to VILLAGE all materials and information pertaining to the performance of this agreement. These materials shall include, but are not limited to, all electronic media, all printed material, all notes, memos or other sources of VILLAGE confidential information. In no instance, prior to, during, or after the conclusion of this agreement, shall TMA offer for sale or in any other manner disclose to any third party the VILLAGE document file or any other such VILLAGE files, whether written or in electronic media format.

10. Price Changes

The prices listed on Schedule B shall be subject to review each year on the anniversary date of this agreement. That review shall determine if there were any increases or decreases in the cost of paper, production, transportation or any other cost component of the herein contained products and/or services. Prices may also be reviewed if the agreement quantity as stated in SCHEDULE "B" varies by more than ten percent.

TMA must provide third-party documentation of cost increases to VILLAGE. That documentation shall consist of letters of price increase or decrease from paper mills, articles from the Wall Street Journal or any other legitimate and universally accepted source. In the absence of the above documentation, the (J.P. Morgan, Chase Chicago consumer price index) will be used as the source of price increase or decrease.

11. Other Provisions

This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements. No amendment, supplement, modification, waiver or termination of this agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision of this agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

This agreement shall be construed and interpreted according to the laws of the State of Illinois.

If any provision, clause or part of this agreement, or the application thereof under certain circumstances is held illegal or unenforceable, the remainder of this agreement, or the application of such provision, clause or part under certain circumstances, shall not be affected thereby.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed the Agreement effective as of the date last written below.

AUTHORIZATION

THIRD MILLENNIUM ASSOCIATES, INC.

Signature: 

Name: **James J. Leader**

Title: **C.E.O.**

Date: **December 16, 2013**

VILLAGE OF WILMETTE

Signature: 

Name: **Michael Brainer**

Title: **Assistant Village Manager**

Date: **1/8/14**

Schedule A

Materials to be provided by TMA:

- M1. 7" X 8 1/2" Laser Vehicle application documents, items are printed two (2) colors face and one (1) color back. Paper is 20 lb. MOCR bond with a perforation to create two 3 1/2" x 8 1/2" attached applications.
- M2. 3 1/2 X 8 1/2 two-part carbonless paper hand written "over the counter" Vehicle application forms. Two color face, one color back, printed on 15 lb. carbonless.
- M3 No. 10 standard window envelope with one (1) color printing on face. Paper will be 24 lb. white wove. TMA will provide VILLAGE No.10 envelopes for return mailing of Vehicle stickers to compliant citizens.
- M4. No. 9 CRE envelope printed one color on face. Paper is 24 lb. white-wove.
- M5 With mutual agreement, VILLAGE may authorize TMA to provide certain materials for new projects or variations of the Vehicle billing project. These material descriptions may be attached to, and become a part of, Schedule A.

Services to be provided by TMA:

- S1. To write the VILLAGE billing file conversion program from VILLAGE vehicle billing file format to laser image format per the charges stated in Schedule B.
- S2. To utilize the required software that will allow VILLAGE'S vehicle billing file to be processed through Postal application software.
- S3. To utilize the appropriate software to match and group the "same surname/same household address" vehicle applications for insertion into a common mailing envelope.
- S4. To process the VILLAGE'S newly created vehicle sticker billing file using Postal sort application software. The result of which is to reduce VILLAGE'S postage rate to the minimum amount allowed by the USPS.
- S5 To laser image the VILLAGE Vehicle license applications in quantities as stated in schedule "B" of this agreement.
- S6. To group, intelligently insert, seal, tray, sleeve, band, label and deliver to the USPS office all pieces laser imaged with respect to item S5.
- S7. To insert additional pieces into the No.10 billing envelope as directed by VILLAGE, per the conditions and fees as stated in Schedule "B" of this agreement.
- S8. With mutual written agreement, VILLAGE may authorize TMA to provide certain services and or products for new projects or variations of this billing project. These service descriptions may be attached to, and become a part of Schedule "A".

SCHEDULE B - Pricing

The prices contained herein are calculated on a usage of 18,500 (estimated) Vehicle sticker applications. Any variance in the above quantities in excess of ten (10) percent may be cause for a price review. There will be no more than one production run for the above stated item. Each Vehicle sticker application billing unit shall consist of the components described in Schedule A.

- 1B. VILLAGE sticker applications are laser imaged and mailed at a cost of 24.9 cents per record, (excluding postage). There will be an annual system initialization fee of \$1,775.00. This fee will pay for compiling a new VILLAGE Vehicle sticker billing file and a complete pre-production test of all systems and components. Included are all forms and printed matter proofs. Also included are various tests to insure data input and output integrity. Also included in the above initialization fee are the consulting services to coordinate the software integration for VILLAGE, SOFTWARE COMPANY, USPS and TMA. VILLAGE and TMA shall develop an edit process to verify all record counts and appropriate control totals. The above procedures will allow the mutual performance of Responsibilities as stated in Paragraph Seven.
- 2B. A separate insertion charge will be applied for any additional item inserted into the outgoing billing envelope. Insertion items must physically qualify for use on TMA insertion equipment. The insertion charge is 2.5 cents per item. This insertion fee does not include the cost of supplying the additional item(s) to be inserted.
- 3B. With mutual written agreement, VILLAGE may authorize TMA to provide certain products and services for new or revised projects. The TMA pricing structure for these projects may be attached to, and become a part of, Schedule "B".



Third
Millennium
Associates, Incorporated

4200 Cantera Drive, Suite 105
Warrenville, IL 60555

(630) 393-2900 • (630) 393-2911 FAX
Toll Free (877) 3RD-MILL (373-6455)
<http://www.tmainc.org> • info@tmainc.org

December 16, 2013

Mr. Peter Skiles
IT Director/Deputy Finance Director
Village of Wilmette
1200 Wilmette Ave
Wilmette, IL 60091

Dear Mr. Skiles:

Third Millennium Associates (TMA) Vehicle Sticker Application Fulfillment Service is comprised of two segments. The first segment is the lock box portion. The second segment is the fulfillment portion which is performed utilizing TMA'S copyrighted Vehicle sticker software which is also installed at the remittance service center. The fulfillment software is the exact same TMA vehicle sticker software that you will have installed and utilize at your Village Hall.

TMA will retrieve your Vehicle sticker remittance mail from your designated Post office box and perform the lock box cash application procedures in accordance with your directions.

After completion of the lock box segment the Vehicle applications will be moved as a daily batch to the fulfillment processing center located in the same facility. The fulfillment center will utilize TMA'S Vehicle sticker software to enter the payment information by vehicle, key board enter all vehicle and or plate changes, assign and enter a sticker number/control number to each vehicle, staple the sticker to the appropriate application and insert the sticker into a No.10 return envelope and return mail to the compliant citizen.

Each fulfilled transaction will be entered on-line into the Village's TMA vehicle software. Transactions are up-dating the Village's vehicle sticker software in real-time.

Distinct user reports can be viewed or printed at the Village with ease and at any time.

TMA'S Vehicle software has the ability to track each lock box payment/fulfillment item and/or batch and as required, provide a time stamped line item report for audit purposes.

TMA'S cost for the fulfillment segment of this service is 79 cents per vehicle mailed into the lockbox (excluding return postage). Should you choose our online V-pay system, the fulfillment center can also fulfill these transactions; the cost for these items to be fulfilled is 62 cents (excluding postage). There is an annual TMA fulfillment software system set-up fee of \$650.00.

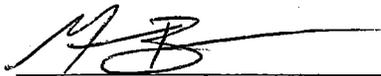
This proposal, with your signed acceptance below, will be attached to and become part of Schedule B-Pricing, Paragraph 3B of the Vehicle Sticker Application Production Agreement. If you require the sticker applications to be returned to Village Hall, you may choose the delivery method and we will bill for that service at cost.

Sincerely,



James J. Leader, MBA
C.E.O.

Accepted by:
Village of Wilmette



Authorized Signature



Third
Millennium
Associates, Incorporated

4200 Cantera Drive, Suite 105
Warrenville, IL 60555

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December 16, 2013

Mr. Peter Skiles
IT Director/Deputy Finance Director
Village of Wilmette
1200 Wilmette Ave.
Wilmette, IL 60091

Dear Mr. Skiles:

Per our recent meeting we are providing a proposal for our Vehicle sticker Follow-up / Scofflaw revenue enhancement program.

The purpose of the Third Millennium Associates (TMA) Vehicle sticker application Follow-up/ Scofflaw mailing is to generate additional revenue by encouraging those citizens who did not purchase their Vehicle sticker during this year's vehicle sticker renewal mailing, to do so now and search out those citizens who *never purchased* a sticker.

TMA'S vehicle sticker application follow-up mailings have statistically yielded a return on investment from two hundred to five hundred percent. These percentages do not include the fact that approximately seventy percent of those who buy on the follow-up mailing will also buy on the next annual Vehicle sticker application renewal mailing, making the return on investment even more compelling.

The process begins by utilizing TMA'S vehicle licensing software to provide an exportable file of the citizens that were mailed a Vehicle sticker renewal application and did not respond. The NCOA process will tell if they still reside in your Village and determine if we send them a follow-up letter to remind them that they are in violation of the Village's wheel tax ordinance.

The Village can purchase the Illinois Secretary of State (SOS) vehicle license file for the following procedures to be performed. TMA will perform a match merge process of the purchased vehicle stickers file against the Village's Utility billing file to isolate the Utility billing citizens that have never bought a sticker. We will then search the SOS file for the same addresses and names of the Utility file scofflaws and when found we can attach their specific vehicles from the SOS file. TMA will also use the SOS file to extract names and addresses that are not in the Utility file and did not purchase a vehicle sticker, this process will give us the scofflaw Apartment, Condo and Duplex dwellers that do not receive a Utility bill but reside in your Village.

All of the proceeding files will be in their own individual format with different representations of street addresses and names. To correct these differences and increase the accuracy of the file

handling all the files will be CASS certified to standardize the addresses to USPS specifications (file normalization). The files will then be NCOA certified to find those citizens that have moved out of / or within your Village.

The "move out addresses" will have the names and vehicles deleted and the name will be forced to "Resident" to assure that *each address* always receives a sticker application. The CASS and NCOA process is also required by the USPS to receive the steeply discounted first class "Automation Rate" postage of 36 cents per qualified piece.

TMA would utilize a Village letterhead with an attached vehicle sticker application form. The entire letter and form would be 8 ½ x11 in size with the bottom 3 ½ x 8 ½ comprising the sticker application form. Scofflaws, who never bought a sticker, would receive a letter content specific to their offense. Sticker renewal recipients that did not re-purchase a sticker would receive a letter that addresses their lack of response. Our software would direct the laser imaging of the appropriate letter content.

We feel that it is critical to continue to do a follow-up mailing to show the non-compliant citizens that the Village "means business" and will not tolerate scoff-laws. It is also our recommendation that Past due penalties should be twice the regular sticker amount and citations should be issued to scofflaws by your Police department.

The cost for the Vehicle sticker follow-up system is \$1,895.00 (excluding postage) and including all data processing services, NCOA and CASS certifications, forms, envelopes and postal reports. The additional cost of using the state tape (after the Village purchases the State tape) will be \$300.00. *This fee will be waived for the 2014 seconds mailing per Jim Leader.*

The Village will be provided with a CD-ROM containing the names and addresses of citizens who have moved within or out of your Village. This information will contribute to increasing the accuracy and revenue from your new Vehicle sticker database and may be electronically imported into your TMA Vehicle licensing software.

As a final thought, the law abiding citizens of your community will be delighted to see a continuing crackdown on the scofflaws. Statistics will show that the citizens who are first in line to buy a sticker are also first in line to vote. The same statistics will also show that scofflaws are seldom found in the voting line.

Yours truly,



James Leader, MBA
C.E.O.
Third Millennium Associates

Accepted:



Village of Wilmette Authorized Representative

CONFIDENTIALITY AGREEMENT
BETWEEN
VILLAGE OF WILMETTE
AND
THIRD MILLENNIUM ASSOCIATES, INC.

This agreement made and entered into this 8th day of January, 201~~7~~⁴, by and between Third Millennium Associates, Inc. (hereinafter referred to as "TMA") and the Village of Wilmette, (hereinafter referred to as "VILLAGE").

Whereas VILLAGE desires to keep in confidence all information pertaining to the VILLAGE billing files and past due information and whereas TMA desires to keep in confidence all technical and systems information.

Now, therefore, in consideration of the mutual covenants and agreements of each party to the other as stated herein, it is mutually agreed among the parties as follows:

1. SYSTEM DESIGN VILLAGE will make available to TMA for the purpose of evaluation and system development certain confidential information. This information shall include but not be limited to name and address files, billing amounts and certain past due information.

2. CONFIDENTIAL DOCUMENTS VILLAGE shall give to TMA confidential information and TMA shall make copies for internal purposes only. All written information presented to TMA shall be and remain confidential.

3. CONFIDENTIAL ORAL DISCLOSURES VILLAGE shall inform TMA through its representatives that a particular oral disclosure shall be deemed confidential information.

4. TMA NON-DISCLOSURE TMA and its designated personnel will hold in confidence all confidential information disclosed for the purpose of evaluating its interest in establishing a business relationship with VILLAGE. Upon establishing a desire to enter into a business relationship, all confidential information shall continue to remain confidential. If no business relationship should exist, all information shall be returned to VILLAGE by TMA and TMA shall purge all files related to VILLAGE.

5. VILLAGE NON-DISCLOSURE TMA shall make available to VILLAGE orally and / or in writing, details regarding the design and functionality of TMA'S software and systems. These shall be held in strict confidence by VILLAGE and shall not in any way be shared with or disclosed to a third party.

In no instance, during or at any time after the conclusion of this agreement, shall TMA offer for sale or in any other manner disclose to any third party the VILLAGE Utility billing files or past due file or any other such VILLAGE files, whether written or in electronic format.



Village of Wilmette

11/8/14

DATE



_____, C.E.O.

THIRD MILLENNIUM ASSOCIATES, INC.

December 16, 2013

DATE

VEHICLE LICENSE SOFTWARE AGREEMENT

THIS AGREEMENT is made by and between Third Millennium Associates, Incorporated, its subsidiaries and assigns, located at 4200 Cantera Drive, Suite 105 Warrenville, IL 60555, an Illinois corporation, hereinafter referred to as Licensor or TMA, and the Village of Wilmette, 1200 Wilmette Ave Wilmette, Illinois 60091, hereinafter called Licensee, WITNESSETH:

WHEREAS, Licensor has certain proprietary rights to the copyrighted software originated by Licensor, (the Software), that maintains and updates the Software necessary for the issuance and reissuance of vehicle stickers, with additional usages available to such Software when modified; and

WHEREAS, Licensor will license such software to Licensee solely for the benefit of Third Millennium Associates (TMA) and TMA's customers, clients, and accounts on a non-exclusive basis for use by Licensee only at Licensee's premises specified above, for use in Licensee business operations only in association with TMA billing services or Licensee internal billing and mailing necessary to facilitate TMA business, with no right accorded Licensee to relocate, to sublicense or in any other manner to disclose any part of such Software except as permitted hereinafter, all or part of the Software to anyone not a party to this agreement, including, but not limited to, affiliates, joint venture partners, subcontractors, marketing survey firms or consultants working with or providing support to Licensee;

NOW THEREFORE, for the mutual covenants, considerations and promises as hereinafter set forth, the Licensor and Licensee do hereby agree as follows:

1(a) Licensor hereby grants to Licensee, and Licensee hereby accepts, upon the terms and conditions hereinafter set forth, a non-exclusive, non-assignable license to use the Software for the purposes set forth above until Licensor discontinues Licensee's use of the Software. Either Licensor or Licensee may terminate this agreement (without cause) prior to that date only if the other party has received written notice by certified mail, return receipt requested, that it is in default and such default has not been corrected within thirty calendar days after the mailing date of such notice. The return receipt shall be conclusive proof of the delivery of such notice of termination.

1(b) The Licensee shall pay a license fee to Licensor of \$4,995.00 at the time of execution of this agreement, or as otherwise agreed. No portion of which shall be refundable.

1(c) The Licensee shall pay an annual license maintenance fee of \$995.00 to Licensor for its services in the maintaining and upgrading of the Software, such fee to be adjusted by TMA at its option at annual intervals. The maintenance fee hereunder shall be due at the time of execution of this agreement and on each anniversary of this agreement. Failure to use the services of TMA for such maintenance and upgrading shall result, at the option of Licensor, in an immediate termination of this agreement and result in a return of the Software to Licensor.

2 (a) The License granted hereunder may not be sublicensed nor have any rights in it granted by Licensee to any person or entity not a party to this contract. All other right, title and interest in and to the Software in any media form whatsoever shall remain with the Licensor. This license permits use of the software only for the benefit of TMA and only in connection with its use on the premises of Licensee and related field operations and for such purposes as specified herein.

(b) Licensor will not have any right, title or interest in any media form in which the Software may be incorporated by Licensee except to the extent that it may require Licensee to delete the Software from such media form at the termination of the initial license period or any extension thereof.

(c) Licensee is exclusively responsible for the supervision, management and control of the Software. Licensee shall use its best efforts not to permit the use of the Software by any third party and not to disclose any portion of the Software to any third party, nor copy it for the purposes of the Licensee, without the prior written consent of the Licensor, which shall not be unreasonably withheld.

(d) Notwithstanding any other clause to the contrary, nothing in this agreement shall prohibit Licensee from partially disclosing the Software to necessary subcontractors for the sole and limited purpose of properly using such Software in the licensing and re-licensing of Village stickers issued by Licensee only to benefit TMA per Licensee's agreement with TMA. Said subcontractor(s) shall be required to sign a confidentiality agreement consistent with that required by Licensor and signed by Licensee and designed to protect the proprietary information contained within the Software. TMA will be provided with copies of such agreements by Licensee. No information relating to the Software furnished by the Licensor to the Licensee in any form may be copied or otherwise reproduced or provided or otherwise made available to any person, other than employees of the Licensee or to subcontractors in conformity with this agreement.

(e) The non-universal updating and improvement of the Software for the specific and exclusive uses of the Licensee shall be performed exclusively by the Licensor. The costs of such services are not included in the license fee designated hereinbefore at paragraph 1 (b) or maintenance fee located at 1 (c), and shall be charged to, and paid for, by the Licensee.

(f) The Software shall be used only in conjunction with Licensor mailing services, Licensor on-line services and any other ancillary services provided by or on behalf of Licensor exclusively.

3 (a) Licensee affirms that the proprietary information that comprises the Software licensed under this agreement is the sole and exclusive property of the Licensor.

(b) Information within the Software shall not be considered proprietary or subject to confidentiality protection if it:

(b1) was known to Licensee before introduction of the Software by Licensor, and Licensee informs Licensor in writing of the specific aspect of the Software claimed;

(b2) Becomes available as public knowledge through no breach of this agreement by Licensee;

(b3) Is released by express written permission given by Licensor; or

(b4) Was developed by Licensee independent of any assistance from Licensor.

4. Thirty (30) days after termination of this license or after the use of the Software has been discontinued by the Licensee, Licensee agrees to return such Software and any authorized improvements to the Software, and Licensor shall have the right to destroy, or have destroyed, the Software previously licensed. At its sole option Licensor may request Licensee to destroy all such Software in Licensee's possession or control, and execute a destruction certificate in any format designated and/or supplied by Licensor.

5(a) Licensor warrants that the software licensed hereunder will be free from defects in material and workmanship for a period of ninety (90) days from the date of receipt to Licensee; that such Software will be fit for the ordinary purposes for which such software is used; and that Licensor has a good title to such software.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY.

(b)(1) Licensor must be notified of any malfunction of the Software within the 90-day period mentioned above by written notice to the address specified at paragraph 8.

(2) This warranty does not extend to any addition, substitutions or changes made by Licensee in the Software, and the making of such additions, substitutions or changes by Licensee shall completely void any warranty heretofore offered by licensor for such Software. This provision does not apply to changes made in the Software which are necessary to preserve such Software in an emergency situation, provided Licensor is promptly notified of such situation and all changes made.

(c) Licensee's exclusive remedy for breach of any warranty pertaining to the Software shall be limited to replacement of all or any portion of such Software; provided, however, that Licensor shall have received written notice of such breach of warranty from the Licensee, specifying the nature of such breach of warranty within ninety (90) days from the date of initial receipt of the Software by licensee, or from

the date of issuance and installation of any update to the Software. In no event shall Licensor be liable for claims of indirect or consequential damages.

6. This license shall be governed under the laws of the State of Illinois.

7. Neither Licensor nor Licensee shall be responsible for failure to fulfill their obligations under this license due to circumstances or causes beyond their control.

8. Any notices necessary hereunder shall be in writing and sent certified mail with return receipt requested to Licensee, attention of the Finance Director at Village Hall, 1200 Wilmette Ave, Wilmette, IL 60091 or to Licensor at 4200 Cantera Drive, Suite 105 Warrenville, IL 60555 or such new address as either Party may designate.

9. This instrument constitutes the entire agreement between Licensor and Licensee, and any changes hereto must be made in writing, and agreed to by both Licensor and Licensee.

Witness our hands and seals this 8th day of January 2018 (A)

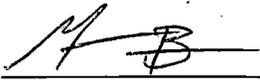
Third Millennium Associates, Inc.

Village of Wilmette,

Licensor

Licensee

By 

By 

Title C.E.O.

Title Assistant Village Manager

VEHICLE STICKER V-PAY SOFTWARE AGREEMENT

THIS AGREEMENT, by and between Third Millennium Associates, Incorporated (TMA), its subsidiaries and assigns, located at 4200 Cantera Drive, Suite 105, Warrenville, Illinois, 60555, an Illinois corporation, hereinafter referred to as Licensor, and the Village of Wilmette, 1200 Wilmette Ave, Wilmette, IL 60091 hereinafter called Licensee, WITNESSETH:

WHEREAS, Licensor has certain proprietary rights to the copyrighted software originated by Licensor, (the Software), that facilitates the secure internet payment and direct electronic download of Wilmette's vehicle sticker payments.

WHEREAS, Licensor will lease such software to Licensee solely for the benefit of TMA and TMA's customers, clients, and accounts on a non-exclusive basis for use by Licensee only at Licensee's premises specified above, for use in Licensee's business operations only in association with TMA billing services or Licensee's internal billing and mailing necessary to facilitate TMA business, with no right accorded Licensee to relocate, to sublicense or in any other manner to disclose any part of such Software except as permitted hereinafter, all or part of the Software to anyone not a party to this Agreement, including, but not limited to, affiliates, joint venture partners, subcontractors, marketing survey firms or consultants working with or providing support to Licensee;

NOW THEREFORE, for the mutual covenants, considerations and promises as hereinafter set forth, the Licensor and Licensee do hereby agree as follows:

1(a) Licensor hereby grants to Licensee, and Licensee hereby accepts, upon the terms and conditions hereinafter set forth, a non-exclusive, non-assignable license to use the Software for the purposes set forth above in perpetuity, or until Licensee discontinues its use of the Software. Either Licensor or Licensee may terminate this agreement prior to that date only if the other party has received written notice by certified mail, return receipt requested, that it is in default and such default has not been corrected within thirty calendar days after the mailing date of such notice. The return receipt shall be conclusive proof of the delivery of such notice of termination.

(b) (1) The Licensee shall pay a vehicle sticker e-pay software license fee to Licensor of \$3,495 at the execution of this agreement. No portion of which shall be refundable.

(2) The Licensee shall pay an annual Software maintenance fee to the Licensor of \$995 at the execution of this agreement and annually thereafter, no portion of which shall be refundable. Licensor shall provide services for maintaining and providing common usage upgrades to the Software, such fee to be adjusted by TMA, at its option at annual intervals. However, in no event shall the increase in the annual fee exceed the Chicago area CPI as published by J.P. Morgan-Chase. Failure to use the services of TMA for such maintenance and upgrading shall result, at the option of Licensor, in an immediate termination of this Agreement and result in an immediate return of the Software to Licensor.

(3) The Licensee shall pay a monthly server fee of \$100 during vehicle season and \$50 during the non-vehicle season. Licensee shall be charged 25 cents per credit

card transaction. Server fees may be adjusted annually using the same CPI calculations as stated herein in paragraph 1(b)(2).

(4) The Licensee shall pay Matrix Payment Systems, Inc. the associated and customary internet processing fees as agreed between the Licensee and Matrix Payment Systems. Licensor does not set or control the fees charged for credit card use.

2 (a) (1) The License granted hereunder may not be sublicensed or have any intellectual property rights, trade secret, or other proprietary rights in the Software transferred or used to any person or entity not a party to this contract. All other right, title and interest in and to the Software in any media form whatsoever shall remain with the Licensor. This license permits use of the software only in connection with its use on the premises of Licensee and related field operations and for such purposes as specified above.

(2) Licensor will not have any right, title or interest in any media form in which the Software may be incorporated by Licensee except to the extent that it may require Licensee to delete the Software from such media form at the termination of the initial license period or any extension thereof.

(b) (1) Licensee is exclusively responsible for the supervision, management and control of the on site Software and all protections of Licensor's proprietary rights in the Software. Licensee shall use its best efforts not to permit the use of the Software by any third party and not to disclose any portion of the Software to any third party, nor copy it for any purpose other than to benefit TMA without the prior written consent of the Licensor, which shall not be unreasonably withheld.

(2) Notwithstanding any other clause to the contrary, nothing in this agreement shall prohibit Licensee from partially disclosing the Software to subcontractors for the purpose of facilitating TMA business including using such Software for internet vehicle sticker billing payments per this Agreement. Said subcontractor(s) shall be required to sign a confidentiality agreement consistent with that required by Licensor and signed by Licensee and designed to protect Licensor's proprietary information contained within the Software. TMA will be provided with copies of such agreements by Licensee. No information relating to the Software furnished by the Licensor to the Licensee in any form may be copied or otherwise reproduced, provided or otherwise made available to any person, other than authorized employees of the Licensee or to qualified subcontractors in conformity with this Agreement.

(c) The non-universal updating and improvement of the Software for the specific and exclusive uses of the Licensee shall be performed exclusively by the Licensor. The costs of such services are not included in the license fee designated hereinbefore at paragraph 1 (b)(1) or maintenance fee referenced in paragraph 1 (b) (2) and shall be charged to, and paid for, by the Licensee.

3(a) Licensee affirms that the proprietary information that comprises the Software licensed under this agreement is the sole and exclusive property of the Licensor.

3(b) Information within the Software shall not be considered proprietary or subject to confidentiality protection if it:

(1) Was known to Licensee before introduction of the Software by Licensor, and Licensee informs Licensor in writing of the specific aspect of the Software claimed to be excluded from the confidentiality protection;

(2) Becomes available as public knowledge through no breach of this Agreement by Licensee;

(3) Is released by express written permission given by Licensor; or

(4) Was developed by Licensee independent of any assistance from Licensor.

4. Thirty (30) days after termination of this license or after the use of the Software has been discontinued by the Licensee, Licensee agrees to return such Software and any improvements to the Software to Licensor. Licensor shall have the right to destroy, or have destroyed, the Software previously licensed. At its sole option Licensor may request Licensee to destroy all such Software and in Licensee's possession or control execute a destruction certificate in any format designated and/or supplied by Licensor.

5(a) Licensor warrants that the software licensed hereunder will be free from defects in material and workmanship; and that such Software will be fit for the ordinary purposes for which such software is used; and that Licensor has a good title to such software.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY.

(b) (1) Licensor must be timely notified of any malfunction of the Software by written notice to the address specified at paragraph 8.

(2) This warranty does not extend to any addition, substitutions or changes made by Licensee in the Software, and the making of such additions, substitutions or changes by Licensee shall completely void any warranty heretofore offered by licensor for such Software. This provision does not apply to changes made in the Software which are necessary to preserve such Software in an emergency situation, provided Licensor is promptly notified of such situation and all changes made.

(c) Licensee's exclusive remedy for breach of any warranty pertaining to the Software shall be limited to replacement of all or any portion of such Software; provided, however, that Licensor shall have received written notice of such breach of warranty from the Licensee, specifying the nature of such breach of warranty. In no event shall Licensor be liable for claims of indirect or consequential damages.

6. This license shall be governed under the laws of the State of Illinois.

7. Neither Licensor nor Licensee shall be responsible for failure to fulfill their obligations under this license due to circumstances or causes beyond their control.

8. Any notices necessary hereunder shall be in writing and sent via certified mail with return receipt requested to Licensee at 40 Madison Street Maywood, IL 60153 or to Licensor at 4200 Cantera Drive, Suite 105, Warrenville, Illinois 60555, or such new address as either Party may designate.

9. This instrument constitutes the entire agreement between Licensor and Licensee, and any changes hereto must be made in writing and agreed to by both Licensor and Licensee.

Witness our hands and seals this 8th day of January, 2018 (4)

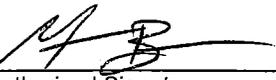
Third Millennium Associates, Inc.

Village of Wilmette, Illinois

Licensor

Licensee

By 
Authorized Signature

By 
Authorized Signature

Title C.E.O.

Title Assistant Village Manager