



Agreement for Services between IROL Operations, Inc., IROL, LLC and the Village of Lombard, Illinois

This Agreement ("Agreement") is made this 1st day of November, 2013 by and between IROL Operations, Inc., an Illinois Corporation, IROL, LLC, an Illinois Limited Liability Company, (collectively "IROL"), and the Village of Lombard, Illinois ("LOMBARD"). IROL and LOMBARD are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

In consideration of the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

Article 1: Website Services Rendered

IROL is the legal owner and operator of the website <https://www.InspectionReportsOnLine.net> (the "Site"). The Site's function and purpose is to increase code compliance, facilitate communications, enhance organization and improve efficiencies for LOMBARD relative to fire/life-safety building inspections. The Site is an online, electronic/web-based inspection report management system to be used by property owners ("POs"), service providers/ITMs ("SPs"), and authorities having jurisdiction ("AHJ"). All services provided through the Site to LOMBARD and the SPs submitting reports shall be invoiced to LOMBARD as per Exhibit A, attached hereto and made part hereof. POs registered with IROL will also have the option to receive submitted reports from both LOMBARD and their SPs at no cost (subject to optional upgrades offered to large or multiple location POs at a cost).

Article 2: Data Security and Confidentiality

2.1 IROL warrants and represents to LOMBARD that the Site is, and throughout the term of this Agreement will be, a secure website with an SSL certification issued by Comodo, an independent Internet security certification company. Site hosting is provided through Windows Azure (windowsazure.com) on a dedicated IP address with dual redundant T3 (DS3) backbones and dual-processor Pentium II Unix (Linux/Apache).

2.2 IROL and its shareholders and employees have no association, formally or informally, with any SPs.

2.3 Through the security measures in place for the Site, reports that are filed and maintained through the Site will be available only to LOMBARD, the SP who filed the report, and the POs to which the report relates.



2.4 Except as provided for herein, the reports filed through the Site are not accessible by **IROL** or any of its employees, nor are they accessible by any third parties not expressly authorized by the submitting **SPs**, **POs** or **LOMBARD**. With **LOMBARD's** express written consent, **IROL** will access reports submitted for the purpose of assessing and accepting reports, notification of deficiencies in need of repair, notification of inspections due or past due, and the collection of data needed to support requested analytics. **IROL** acknowledges that reports submitted to **IROL** from **SPs** relative to properties in **LOMBARD** may be subject to State or federal Freedom of Information Acts ("FOIA") requests; however, it is the sole responsibility of **LOMBARD** to determine if the requested documents are subject to disclosure pursuant to the applicable FOIA.

2.5 **Retention of data:** All reports submitted through **IROL** are immediately copied to a backup storage device. Once per day a master file backup is performed. Individual reports accessed through the PDF view by **LOMBARD** and the authorized **SPs** and **POs** may be downloaded at the discretion of the user. Periodic complete file (all archived reports) downloads are available upon request. In the event that **IROL** ceases business activities related to the Site, **LOMBARD** will be notified in writing ninety (90) days prior to the Site termination. In such case, complete downloads of all archived files will be available to **LOMBARD** at no charge.

2.6 **IROL** understands the confidential nature of information provided in the completion of any report, and agrees that ownership of reports is mutually held by the **SPs**, the **POs** and **LOMBARD**.

Article 3: LOMBARD's Obligations

3.1 Prices as stated in Exhibit A will not be increased during the term of this Agreement without **LOMBARD's** written consent.

3.2 **LOMBARD** will, to the extent permitted by law, mandate that reports submitted within its jurisdiction be processed through the Site. **LOMBARD** will make a good-faith effort to inform **SPs** that inspection reports must be submitted via the Site for all required fire prevention system inspections.

3.2 In order to realize the full benefits of the Site, it is recommended that the **POs** of a commercial property located within **LOMBARD** be encouraged to register. Registered **POs** will have electronic-web access to all reports submitted in regard to the **POs'** property, with a no cost option.

Article 4: Hardware, Software Requirements & Firewall/Permission Authorities

4.1 The Site is a web-based software designed to be compatible with all modern browsers, without the need for additional plug-ins or software to install or configure. There are no hardware or software requirements or restrictions other than access to the Internet.



4.2 **IROL** represents and warrants to **LOMBARD** that the Site is secure (SSL certified) and it's hosted by a professional T3 hosting site with multiple redundancies and sufficient capacity to provide the services to **LOMBARD**, **SPs**, and the **POs** within **LOMBARD**'s jurisdiction.

Article 5: Termination of the Agreement

5.1 The term of the Agreement is three (3) years from the date of execution.

5.2 **LOMBARD** may terminate this Agreement, in the event of a breach of the terms of this Agreement by **IROL**, with sixty (60) days written notice, subject to **IROL** having thirty (30) days, after the giving of notice, to cure the breach. In the event **IROL** fails to timely cure, **IROL** shall, within thirty (30) days of the termination of this Agreement, provide to **LOMBARD** a complete and up-to-date download of all archived reports. **LOMBARD** will not be denied access to the Site's archived files after the termination of this Agreement.

Article 6: Terms and Conditions

This Agreement and the subsequent use of the Site are subject to **IROL**'s Terms and Conditions, a copy of which is attached hereto as Exhibit B and made part hereof, other than the Terms and Conditions set forth in the sections of Exhibit B entitled, "Payment," "Unauthorized Transactions" and "Identity Authentication," in light of the payment terms set forth in Exhibit A.

Article 7: Governing Law

This Agreement shall be construed and governed according to the laws of the State of Illinois, and venue for any litigation between the Parties, in relation hereto, shall be in DuPage County, Illinois.

Article 8: Assignability

This Agreement is assignable by **IROL** with the written consent of **LOMBARD**, which consent will not be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties.

Article 9: Notices:

Unless otherwise notified, written communications between the Parties shall be personally delivered or sent by certified mail, return receipt requested, as follows:

If to: Village of Lombard, Illinois

Village of Lombard
255 E. Wilson Avenue
Lombard, Illinois 60148
Attn: Village Manager



If to: IROL, LLC

IROL Operations Inc.
197 Poplar Place, Unit 5
North Aurora, Illinois 60542
Attn: David Donka, President

The effective date of service of any notices shall be the date of personal delivery or three (3) days after the date of the mailing of any notices sent by certified mail.

Article 10: Release Indemnification

Notwithstanding anything to the contrary contained herein, or in the Exhibits hereto, **IROL** shall indemnify, defend and save harmless **LOMBARD**, and its officers, agents, employees, representatives and assigns, (the "Indemnified Parties"), from any and all lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, brought because of any injuries or damages received or sustained by any person, persons or property because of any act or omission, neglect or misconduct of **IROL**, or its officers, agents and/or employees, relating to the release, by **IROL** or its officers, agents or employees, of any of the reports filed with **IROL** by **POs** or **SPs** relating to property within **LOMBARD**, to any person not authorized to receive said reports pursuant to this Agreement. In connection with any such claims, lawsuits, actions or liabilities, the Indemnified Parties shall have the right to defense counsel of their choice. **IROL** shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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HAS INTENTIONALLY BEEN LEFT BLANK**



This Agreement shall become effective as of the date that it is approved by, and executed on behalf of, **LOMBARD**, with said date being inserted on the first page hereof.

VILLAGE OF LOMBARD:

By: [Signature]
Keith Giagnorio, Village President

ATTEST:
[Signature]
Janet Downer, Deputy Village Clerk

IROL:

IROL Operations, Inc.

IROL, LLC

By: [Signature]
Name: DAVID A. DONKE
President

By: [Signature]
Name: Jill Cotton
Its Manager

ATTEST:
[Signature]
Name: CHARLIE HARRIS
Secretary



IROL – LOMBARD AGREEMENT

Exhibit A

Date: September 14, 2013

To: Village of Lombard
C/O Lombard Fire Department (LFD)
Fire Marshal Chuck Riforgiate
255 E. Wilson Avenue
Lombard, Illinois 60148

Re: Annual quotation for access and use of Inspection Reports On Line, a web-based electronic reporting and management system

Scope of Work

IROL will grant LOMBARD full access to www.InspectionReportsOnline.net , including our Inspector's Reporting process and our Fire Inspector's iPad App.

IROL will waive any and all Service Provider report submission fees.

The cost includes training for all users at no additional fee and Site upgrades as they occur.

All other terms and agreements will be as stated in the Agreement dated November 1st, 2013, to which this scope of work is referenced as Exhibit A.

The annual cost is **\$4,800.00**, to be invoiced quarterly at \$1,200 per quarter.

Dave Donka

President

IROL Operations, Inc.



IROL – LOMBARD Agreement

Exhibit B

Terms and Conditions

These Terms and Conditions of Use ("the Terms and Conditions") are binding on all persons that access the website located at <https://www.inspectionReportsOnline.net> ("the Website") without qualifications or exceptions. By entering the Website, the user of this Website ("the User") agrees to be bound by and shall be deemed to have accepted these Terms and Conditions, which the User acknowledges to have read and understood. If the User does not agree to any of the Terms and Conditions, the User may not enter, view or make use of the Website.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Authority Having Jurisdiction", "Property Owner", "Service Provider", "Client", "User", "You" or "Your", refers to you, the person accessing the Website and accepting the Company's terms and conditions. "IROL Operations", "IROL-LLC.net", "Inspection Reports Online", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing United States Law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same. The word "Report" only refers to the life safety reports provided by the Website.

We reserve the right to make any changes to the Website, its content and/or services offered through the Website at any time and without notice.

The Website is owned by IROL Operations and the User acknowledges that IROL Operations or its licensors are the proprietors of all intellectual property subsisting in, pertaining to or used on the Website including, without limitation, patents, inventions, copyright, trademarks, goodwill and trade secrets.

Effective Date

These Terms and Conditions are effective as of October 1, 2010. We reserve the right to change them by posting a revision on the Website.

Privacy Statement

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. United States Law has created specific offenses for unauthorized actions against computer systems and data. We will



investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

Confidentiality

We will not sell, share, or rent your personal information to any third party or use your email address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Information will only be divulged to a third party if legally required to do so to the appropriate authorities.

Disclaimer, Exclusions and Limitations

The information on the Website is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- Excludes all representations and warranties relating to the Website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in the Website and/or the Company's literature; and
- Except for the intentional or grossly negligent acts of the Company, or its officers, agents or employees, excludes all liability for damages arising out of or in connection with your use of the Website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Payment

PayPal, all major Credit/Debit cards as listed along with Bankers Draft and ACH transfers are all acceptable methods of payment. Our Terms are payment in full at the time a Report is submitted. Each time you make a payment, you may select a Preferred Payment Method. You may do so on the Registration Profile page by clicking on the link to change your payment method and selecting from the available payment options. If a Bank Transfer is used as your Payment Method you are requesting an electronic transfer from your bank account. For these transactions, IROL Operations will make electronic transfers via ACH from your bank account in the amount you specify. You agree that such requests constitute your authorization to IROL Operations to make the transfers. Once you have provided your authorization for the transfer, you will not be able to cancel the electronic transfer. You give IROL Operations the right to resubmit any payment you authorized that is returned for insufficient or uncollected funds.



Unauthorized Transactions

If, for any reason, you feel that an unauthorized transaction has occurred or an error has been made on your account please contact IROL Operations immediately. An unauthorized transaction is a type of error that occur when money is sent from your Account that you did not authorize and that did not benefit you. In addition, other errors occur when money is either incorrectly taken from your Account or when transactions are incorrectly recorded. You are responsible for providing accurate information concerning your account and any information regarding payment methods, account numbers, expiration dates and all other data pertaining to your account. IROL Operations and its affiliates will not be held liable for any false or misleading information provided by you or your representatives.

Identity Authentication

You are responsible for confirming the accuracy of the information you provide about each payment you send. You authorize IROL Operations, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to provide a taxpayer identification number, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your Information against third party databases or through other sources.

Copyright

All intellectual materials, domain name, trademarks, contained on the Website are subject to the ownership rights of IROL Operations and its affiliates. IROL Operations hereby authorizes you to make a single copy of the content herein for your use in learning about, evaluating, or acquiring IROL Operations services. You agree that any copy made must include IROL Operations copyright notice. No other permission is granted to you to print, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify the content contained on the Website.

Force Majeure

IROL Operations shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of IROL Operations in the conduct of its business.

Waiver, Choice of Law and Venue,

The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent non-performance of any such term or condition by the other party. All transactions shall be governed by the laws of the State of



Illinois, excluding its conflict of law rules, and venue shall either be in the state courts in DuPage County, Illinois or the federal courts for the Northern District of Illinois.

These terms and conditions form part of the Agreement between the Client and IROL Operations. You're accessing of the Website and/or your submittal, review, copy and email of Report(s) indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein.