

EXHIBIT B
PUBLIC SAFETY TESTING, INC.
VILLAGE OF OAK PARK, IL
SUPPLEMENTAL TERMS

This Exhibit B (“**Exhibit B**”) is incorporated by reference into the Professional Services Agreement (the “**Agreement**”) between **the Village of Oak Park, IL (“Village”)** and **Public Safety Testing, Inc. (“Contractor”)**. Capitalized terms not defined in this Exhibit B have the meanings set forth in the Agreement.

1. Order of Precedence.

If there is any conflict between the Agreement (including any exhibits/attachments other than this Exhibit B) and this Exhibit B, this Exhibit B shall control to the extent of such conflict.

2. Billing and Fee Structure (Subscription and Candidate Fees).

The parties acknowledge that the Services may include (i) subscription-based fees, (ii) per-candidate fees (including any candidate-fee subsidies elected by the Village), and (iii) other fixed-fee charges, each as set forth in Exhibit A (Proposal/Scope/Pricing). For fixed-fee or subscription-based charges, Contractor invoices need only reasonably describe the applicable fee category and billing period consistent with Exhibit A, and are not required to include employee classifications, hourly rates, hours worked, percent completion, or receipts/vouchers.

3. Proprietary Materials; Test Security; Limited License.

Contractor retains all right, title, and interest in and to Contractor’s pre-existing and proprietary materials, including test questions, test content, exercises, scoring keys, rating matrices, item banks, validation materials, test-security procedures, and Contractor’s software/platform and related processes, templates, know-how, and methodologies (collectively, “Contractor Proprietary Materials”).

The Village will receive the hiring outputs and deliverables expressly identified in Exhibit A. To the extent any Contractor Proprietary Materials are embedded in or necessary for the Village’s internal use of such deliverables, Contractor grants the Village a limited, non-transferable, non-sublicensable license to use those Contractor Proprietary Materials solely for the Village’s internal hiring purposes during the term of the Agreement.

The Village shall not disclose, reproduce, distribute, reverse engineer, or use Contractor Proprietary Materials except as expressly permitted in the Agreement and this Exhibit B.

4. Confidentiality; Public Records / FOIA Cooperation.

Each party may disclose to the other party certain non-public, confidential, or proprietary information (“Confidential Information”) in connection with the Services. The receiving party shall protect the disclosing party’s Confidential Information using commercially reasonable care and shall use it solely for purposes of performing or receiving the Services.

Confidential Information does not include information that the receiving party can demonstrate: (a) is or becomes publicly available through no breach of the Agreement; (b) was known to the receiving party prior to disclosure by the disclosing party; (c) is rightfully received from a third party without restriction; or (d) is independently developed by the receiving party without use of the disclosing party’s Confidential Information.

Public Records / FOIA: The Village is the responding public body for purposes of applicable public records laws, including the Illinois Freedom of Information Act (“FOIA”), as applicable. If the Village receives a public records/FOIA request that may reasonably be expected to include deliverables or materials in Contractor’s possession relating to the Services, the Village shall provide notice to Contractor. Contractor shall reasonably cooperate and provide responsive, non-privileged materials within a reasonable time, taking into account the scope of the request and Contractor’s reasonable review for confidentiality, privilege, and Contractor Proprietary Materials.

Contractor Proprietary Materials are confidential and proprietary and are not intended for public disclosure. If the Village intends to disclose any Contractor Proprietary Materials pursuant to law, the Village shall, to the extent permitted by law, provide Contractor with prompt written notice and an opportunity to seek protective treatment. Each party shall bear its own costs and attorneys’ fees in connection with public records requests and related proceedings, absent a final court order based on wrongful conduct.

Nothing herein requires Contractor to disclose Contractor Proprietary Materials except to the extent reasonably necessary to support the Village’s internal use of the deliverables expressly identified in Exhibit A.

5. Risk Allocation: Indemnification and Limitation of Liability.

5.1 Indemnification. To the extent permitted by law, each party shall indemnify and hold harmless the other party and its officers, employees, and agents from and against third-party claims, damages, losses, and expenses to the extent caused by the indemnifying party’s negligence.

5.2 Limitation of Liability. Notwithstanding anything to the contrary, Contractor’s total aggregate liability arising out of or related to the Agreement or the Services, whether in

contract, tort, or otherwise, shall not exceed the total fees paid by the Village to Contractor for the Services giving rise to the claim during the twelve (12) months immediately preceding the event giving rise to the claim. In no event shall either party be liable for punitive damages.

6. Operational Vendors.

The Village acknowledges that Contractor's performance of the Services may require use of authorized third-party testing centers, proctors, and technology/hosting and communications vendors used in Contractor's ordinary course (collectively, "Operational Vendors"). The Village grants advance approval for Contractor's use of Operational Vendors, provided Contractor remains responsible for performance of the Services in accordance with the Agreement.