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**THE VILLAGE OF WILLOW SPRINGS  
COOK COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 2012-O-23**

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**AN ORDINANCE APPROVING A REVENUE SEPARATION  
AGREEMENT WITH XSELL TECHNOLOGIES, INC.**

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**ALAN NOWACZYK, President  
ADENA BASKOVICH, Clerk**

**GEORGE BARTIK  
MARIO IMBARRATO  
ANNETTE KAPTUR  
KEVIN J. MALONEY  
KATHRYN STANPHILL  
JERRY STRAZZANTE**

**TRUSTEES**

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**ORDINANCE NUMBER: 2012-O-23**

**AN ORDINANCE APPROVING A REVENUE SEPARATION AGREEMENT WITH XSELL TECHNOLOGIES, INC.**

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**WHEREAS**, the Village of Willow Springs (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

**WHEREAS**, the Village Board has determined that it is necessary and advantageous to the Village to enter into an revenue separation agreement with XSELL Technologies Inc. (See Agreement attached as Exhibit A);

**NOW, THEREFORE, BE IT ORDAINED** by the President and the Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:

**SECTION 1:** The foregoing preambles are incorporated herein by reference as though fully set forth herein.

**SECTION 2:** The President and Village Clerk are authorized to execute the Revenue Separation Agreement between the Village and XSELL Technologies, Inc. in substantially the form attached hereto as Exhibit “A” as approved by the Village President.

**SECTION 3.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

**SECTION 4.** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

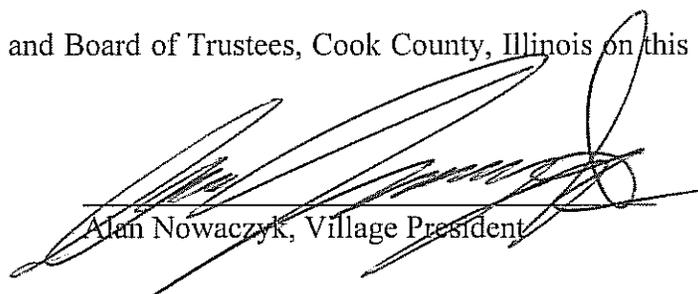
**SECTION 5.** This Ordinance shall be in full force and effect upon its passage, approval

and publication as provided by law.

**ADOPTED** by the President and Board of Trustees of the Village of Willow Springs, Cook County, Illinois this 27th day of September 2012, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Bartik	X			X
Kaptur	X			X
Imbarrato	X			X
Maloney	X			X
Stanphill	X			X
Strazzante	X			X
(Mayor Nowaczyk)				
<b>TOTAL</b>	6	0	0	7

**APPROVED** by the President and Board of Trustees, Cook County, Illinois on this 27<sup>th</sup> day of September 2012.

  
Alan Nowaczyk, Village President

ATTEST:

  
Adena Baskovich, Village Clerk

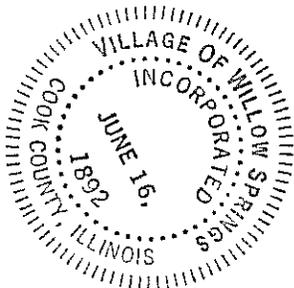
STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CERTIFICATION**

I, Adena Baskovich, DO HEREBY CERTIFY that I am the duly qualified and appointed Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of **ORDINANCE No. 2012-O-23 AN ORDINANCE APPROVING A REVENUE SEPARATION AGREEMENT WITH XSELL TECHNOLOGIES, INC. AND THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS APPROVING T RECOVERY) AND THE VILLAGE OF WILLOW SPRINGS.** Adopted and approved by the President and Board of Trustees of the Village of Willow Springs, Illinois, on September 27, 2012

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Willow Springs, Cook County, Illinois this 27<sup>th</sup> day of September, 2012.



  
\_\_\_\_\_  
Adena Baskovich, Village Clerk  
Village of Willow Springs, Cook County, Illinois

# REVENUE RECONCILIATION AGREEMENT

THIS REVENUE RECONCILIATION AGREEMENT (this "Agreement") is made and entered into effective as of \_\_\_\_\_, 2012 (the "Effective Date"), by and between the Municipality of \_\_\_\_\_, Illinois, an Illinois municipal corporation (the "Municipality") and XSELL TECHNOLOGIES, INC., a Delaware corporation ("XSELL"), (the Municipality and XSELL may be hereinafter referred to individually as a "Party" and collectively as the "Parties").

## WITNESSETH:

WHEREAS, XSELL desires to enter into a contract as a technological consultant for revenue reconciliation matters for the Municipality;

WHEREAS, the Municipality has determined that it is in the best interests of the Municipality to secure the technological services of XSELL based on the terms and conditions set forth herein;

WHEREAS, XSELL shall be the exclusive revenue reconciliation consultant for the Municipality working strictly on matters related to the Illinois Office of the Comptroller's ("IOC") Local Debt Recovery Program;

WHEREAS, XSELL shall not be required to work exclusively for the Municipality; and

WHEREAS, XSELL and the Municipality hereby enter into this Agreement for the provision of services by XSELL as described in Exhibit A in exchange for the compensation to be paid by the Municipality as described in Exhibit B, the foregoing Exhibits A and B attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **CONSULTATION SERVICES.** XSELL shall provide the services described in Exhibit A (the "Services") as an independent contractor performing the duties of a technological consultant in the area of revenue reconciliation for the operations of the Municipality. The Services shall include revenue reconciliation employing software XSELL has developed and owns, and exception management services, the foregoing in accordance with the operational policies and procedures established in the codified ordinances of the Municipality, as the same may be updated from time to time.

XSELL agrees that it will faithfully perform all of the duties that shall be required of it pursuant to the terms hereof and shall abide by the policies and decisions adopted by the Municipality, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations. XSELL shall not provide any gift, gratuity, service or other inducement

to any Municipality official or employee or to any entity or individual involved in retaining XSELL's services.

2. **COMPENSATION.** XSELL will be compensated by the Municipality as provided in Exhibit B within thirty (30) days after the Municipality has received the revenues from the IOC under the Local Debt Recovery Program (as described in Exhibit B) administered by the IOC. XSELL's position is wholly based on commission as described in Exhibit B.

3. **TERM.** The term of this Agreement shall commence on the Effective Date and shall continue for one (1) year unless earlier terminated as provided herein. This Agreement shall automatically renew for successive one (1) year terms unless either Party shall provide written notice of termination at least thirty (30) days prior to the expiration of any applicable term.

4. **TERMINATION.** Either Party may terminate this Agreement in the event of a breach by the other Party upon thirty (30) days prior written notice ("Notice of Termination for Cause") by the non-breaching Party, such Notice to detail the act or omission claimed to constitute a breach of this Agreement. The Party receiving the Notice of Termination for Cause shall have thirty (30) days to cure the breach specified by such Notice. Termination shall be effective without further notice at the end of such period if the breach has not been cured.

Notwithstanding any termination under this Agreement, XSELL shall be paid the compensation provided for in Exhibit B for any revenue reconciliation matches identified by XSELL and transmitted to the IOC for payment offset during the term of this Agreement or any extension thereof.

5. **TRANSITION.** The Municipality shall provide computer readable data to XSELL sufficient to allow XSELL to render the Services including, without limitation, limited access to the Municipality's computer system in order to extract data necessary to prepare required reports to be submitted by the Municipality to the IOC. The Municipality shall make available to XSELL on a limited basis for consultation purposes, management personnel from its Finance and Information Technology Departments.

6. **INSURANCE.** XSELL shall maintain at its expense commercially reasonable insurance policies including, without limitation, automobile insurance, workers' compensation insurance and applicable endorsements, in such form and amounts as may be reasonably agreed upon by the Parties. To the extent obtainable, XSELL shall provide the Municipality with a certificate of insurance identifying the Municipality as an "additional insured" on such coverage.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF XSELL.** XSELL represents, warrants and covenants to and with the Municipality, as follows:

7.1 XSELL is duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in the State of Illinois;

7.2 XSELL has duly authorized the execution and performance of this Agreement;

7.3 All Services shall be performed in a professional and workmanlike manner in accordance with industry standards; and

7.4 XSELL is, and at all times relevant to the provision of Services under this Agreement shall remain, an independent contractor and not a joint-employer or co-employer with the Municipality.

8. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE MUNICIPALITY.** The Municipality represents, warrants and covenants to and with XSELL, as follows:

8.1 The Municipality has duly authorized the execution and performance of this Agreement;

8.2 The Municipality has taken all action necessary to allow the Parties to perform their obligations under this Agreement including, without limitation: (a) entering into an Intergovernmental Agreement with the IOC for access to the IOC's Local Debt Recovery Program (the "Intergovernmental Agreement"); and (b) designating XSELL as the Municipality's authorized agent to interact with the IOC;

8.3 The Municipality will comply with all the terms and provisions applicable to it under the Intergovernmental Agreement;

8.4 All data provided to XSELL for analysis will be accurate and correct in all respects, and shall satisfy the requirements of the Intergovernmental Agreement; and

8.5 The Municipality is, and at all times relevant to the provision of Services under this Agreement shall remain, an independent contractor and not a joint-employer or co-employer with XSELL.

9. **CONFIDENTIALITY.** The Municipality and XSELL and their respective personnel shall, except as otherwise expressly provided herein, use the other Party's Confidential Information (as hereinafter defined) solely to fulfill the purposes of this Agreement, and each shall take all reasonable precautions to prevent unauthorized disclosure thereof. Neither the Municipality nor XSELL shall make any public disclosure of the other Party's Confidential Information (excluding disclosure to the IOC necessary for revenue reconciliation), in the absence of the prior written consent of the other Party. Notwithstanding the foregoing, the Parties acknowledge that the Municipality is a unit of local government which shall comply with all applicable federal and state law regarding disclosure and/or confidentiality including, without limitation, the Freedom of Information Act (5 ILCS 140/1, *et. seq.*) and the Open Meetings Act (5 ILCS 120/1, *et. seq.*). Upon termination of this Agreement or upon demand, except as otherwise provided herein, the Parties shall promptly return to each other all property and Confidential Information of the other Party. If agreed, a certificate of destruction may be provided in lieu of return of the Confidential Information, with sufficient detail regarding the

Confidential Information destroyed, destruction date, and assurance that all copies also were destroyed. Notwithstanding the foregoing, upon execution of this Agreement, the Parties agree to issue a joint press release announcing their entry into the relationship contemplated by this Agreement.

For purposes of this Agreement, Confidential Information means any proprietary information, technical data, trade secrets or know-how, research, experiments, inventions, processes, formulas, designs, drawings, products, services, plans, marketing strategies, business or financial information, finances, software, source code, hardware configuration, or other information disclosed by the Municipality or XSELL, their representatives, affiliates, vendors or customers, or their respective directors, managers, officers, employees, agents, representatives, independent contractors, or attorneys, in writing, orally, electronically, or by drawings or inspection of parts or equipment, and includes any other information that the Parties may reasonably understand to be confidential. Confidential Information does not include information: (a) already known by a Party at the time it is disclosed as shown by written records; (b) publicly known without breach of this Agreement; (c) received from a third party, other than residents of the Municipality, authorized to disclose it without restriction; (d) independently developed by a Party without use of Confidential Information; or (e) required by law, regulation or valid court or government order to be disclosed, provided a Party first notifies the other Party of such required disclosure, so the other Party may seek a protective order pertaining to such information.

10. **THE MUNICIPALITY'S PROPRIETARY INTERESTS.** To the extent that the Municipality provides or makes available any Confidential Information or other proprietary Intellectual Property (as hereinafter defined) to XSELL under this Agreement, XSELL and its personnel shall have a limited, personal, non-exclusive, non-transferable license to use such Confidential Information and Intellectual Property solely for the purpose of performing XSELL's obligations under this Agreement, and for no other purpose whatsoever. Except as may be otherwise expressly set forth herein, no other license is granted to XSELL under this Agreement, by implication or otherwise, with respect to any Confidential Information or other Intellectual Property that may be provided or made available by the Municipality under this Agreement. Nothing herein contained shall be construed to prohibit or otherwise limit XSELL's use of its own Confidential Information.

11. **XSELL'S PROPRIETARY INTERESTS.** Nothing set forth in this Agreement shall be construed to grant to the Municipality or any of its personnel, by implication or otherwise, any right, title or interest in, or license of XSELL's Confidential Information or Intellectual Property. For purposes of this Agreement, Intellectual Property means collectively: (a) trademarks, trade names, service marks, trade dress, product configurations, logos and other trade identities, trade secrets, know-how, mask work rights, inventions, formulas, algorithms, business methods, rights in packaging, computer software (in source code and object code formats), domain names, uniform resource locaters, Internet protocol addresses, web sites (and source codes for web sites), patents, patent rights, copyrights, moral rights, authorship rights and other ownership rights, owned in whole or part by a Party; (b) common law rights, licenses,

royalties, assignments, associated goodwill, applications, registrations, renewals and extensions for all of the items under (a) above in the United States, each individual state thereof, and all other countries and jurisdictions worldwide; and (c) agreements relating to (a) or (b) above to which a Party hereto is a party (including expiration dates, if applicable), including, without limitation, all agreements relating to technology, know-how, processes, software (including, but not limited to, all agreements covering application software and operating system software and all agreements with application service providers), and hardware.

Due to the significant investment required of XSELL in order to create and implement the program contemplated by this Agreement, as a material inducement to XSELL to enter into this Agreement, the Municipality agrees to work exclusively with XSELL during the term of this Agreement, including any extension hereof, in relation to the IOC's Local Debt Recovery Program and not to engage or employ any other person to provide services similar to the Services to be provided by XSELL hereunder.

12. **XSELL PROPRIETARY RIGHTS IN WORK PRODUCT.** The Parties acknowledge and agree that the rendering of the Services under this Agreement and the creation of any property or property rights associated therewith shall not constitute work-made-for-hire, and any such property or property rights shall be considered the Work Product (as hereinafter defined) of, and owned by XSELL. Nothing contained in this Agreement shall give the Municipality any ownership rights in any materials or information contained in the Work Product developed or acquired by XSELL, or licensed by XSELL from any person, all of the foregoing deemed and agreed to constitute the proprietary Intellectual Property and/or Confidential Information of XSELL. XSELL shall own all worldwide right, title and interest in and to all Work Product (including, without limitation, all related Intellectual Property rights) from the time that the same is or are created, authored, invented, discovered or first reduced to practice, and neither the Municipality nor any of its personnel or affiliates shall obtain any right, title or interest therein or thereto, whatsoever. Subject to any separate license agreement between the Parties, XSELL and/or its licensors shall retain ownership of all right, title and interest in and to all separately licensed software, and no license thereto is granted to the Municipality under this Agreement.

For purposes of this Agreement, Work Product means improvements, inventions, developments, discoveries, processes, techniques, products, and data, whether or not subject to patent; creative works, preliminary concepts, concept executions, and all other copyrightable material; reports, notes, records and other documentation; designs and/or mechanicals; source code and other documentation that would assist in modifying, enhancing or maintaining delivered software; and trade secrets; as well as all their derivatives and modifications that XSELL's personnel, agents or contractors make, conceive or reduce to practice, solely or with others, while performing Services in connection with this Agreement.

13. **NONSOLICITATION OF PERSONNEL.** Except as may otherwise be agreed in a separate writing between the Parties, neither Party shall solicit for employment, nor hire or engage any personnel of the other Party in any capacity during the term of this Agreement,

including any extension hereof, and for a period of two (2) years after termination of this Agreement.

14. **INDEPENDENT CONTRACTOR.** The Parties are, remain and shall continue to conduct themselves as, independent contractors and this Agreement shall not be interpreted as appointing XSELL or the Municipality or their respective personnel as agents, employees, lessees, partners, or joint venturers of the other. Neither XSELL (its affiliates or personnel) nor the Municipality (its affiliates or personnel), shall attempt to bind or obligate the other Party in any manner or for any reason without the express prior written consent of the Party to be bound. Neither Party shall be liable for the debts, obligations or liabilities of the other Party.

15. **AUDIT.** During the term of this Agreement, including any extension thereof, and for a period of one (1) year after termination of this Agreement:

(a) The Municipality shall allow XSELL or its designated agent access during normal business hours to perform audits of the Municipality's operations and records relative to the Services provided to the Municipality hereunder to determine whether the Municipality has complied with its obligations under this Agreement.

(b) XSELL shall allow the Municipality or its designated agent access during normal business hours to perform audits of XSELL's operations and records relative to the Services provided to the Municipality hereunder to determine whether XSELL has complied with its obligations under this Agreement.

16. **RECORDS.** During the term of this Agreement and for a period of not less than three (3) years after the termination or expiration of this Agreement, the Parties shall maintain complete and accurate records concerning their obligations and performance under this Agreement.

17. **NOTICE.** All notices required under this Agreement shall be in writing and shall be deemed given when delivered personally, by overnight delivery, by facsimile transmission upon electronic acknowledgment of receipt, or by certified or registered mail, return receipt requested, upon verification of receipt to the addresses set forth below:

If to Municipality: The Municipality of \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

If to XSELL:

XSELL Technologies, Inc.  
230 S. Clark Street  
Chicago, IL 60406  
Attn: Matthew Coughlin, President and CEO  
Phone: (312) 462-6152  
Fax: ( ) \_\_\_\_\_  
Email: mcoughlin@xselltechnologies.com

with a copy to:

Edward J. Grzelakowski  
Kemp & Grzelakowski, Ltd.  
1900 Spring Road, Suite 500  
Oak Brook, IL 60523  
Phone: (630) 571-7711  
Fax: (630) 581-7755  
Email: kemp-grzelakowski@email.msn.com

18. **INDEMNIFICATION.**

18.1 Indemnification by XSELL. XSELL shall defend, indemnify, and hold harmless the Municipality and its affiliates, directors, officers, employees, agents, representatives, independent contractors, or attorneys, successors and assigns (the "Municipality Indemnified Parties") from all claims, losses, liabilities, damages, suits, actions, government procedures, taxes, penalties or interest, associated auditing and legal expenses and other costs incurred by Municipality Indemnified Parties, arising from: (i) any misrepresentation or breach of any representation, warranty or covenant of XSELL hereunder; (ii) XSELL's performance or non-performance under this Agreement; or (iii) XSELL's negligence or willful misconduct; all the foregoing except to the extent arising out of the negligence or willful misconduct of a Municipality Indemnified Party.

18.2 Indemnification by the Municipality. The Municipality shall defend, indemnify, and hold harmless XSELL and its affiliates, directors, officers, employees, agents, representatives, independent contractors, or attorneys, successors and assigns ("XSELL Indemnified Parties") from all claims, losses, liabilities, damages, suits, actions, government procedures, taxes, penalties or interest, associated auditing and legal expenses and other costs incurred by XSELL Indemnified Parties, arising from: (i) any misrepresentation or breach of any representation, warranty or covenant of the Municipality hereunder; (ii) the Municipality's

performance or non-performance under this Agreement; or (iii) the Municipality's negligence or willful misconduct; all the foregoing except to the extent arising out of the negligence or willful misconduct of an XSELL Indemnified Party.

19. **DISCLAIMERS AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT AND/OR ITS SUBJECT MATTER, REGARDLESS OF THE THEORY OF LIABILITY GIVING RISE TO SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

THE WARRANTIES PROVIDED HEREUNDER AND THE LIABILITIES OF A PARTY HEREUNDER ARE EXCLUSIVE AND IN LIEU OF, AND EACH PARTY HEREBY WAIVES, ALL OTHER WARRANTIES, GUARANTIES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY OBLIGATIONS WITH RESPECT TO FITNESS AND MERCHANTABILITY FOR A PARTICULAR PURPOSE) OR WHETHER OR NOT OCCASIONED BY A PARTY'S NEGLIGENCE. THE WARRANTIES HEREUNDER SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY XSELL AND THE MUNICIPALITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, XSELL'S LIABILITY TO THE MUNICIPALITY SHALL NOT EXCEED THE AMOUNT PAID BY THE MUNICIPALITY TO XSELL.

20. **GENERAL.** The following provisions shall govern each of the Parties equally:

20.1 Excusable Delays. Neither Party shall be held responsible for delays caused by acts beyond its control, such as acts of God, utility or communications delays or failures, fire or other casualty, accidents not caused by its own negligence or fault, labor disputes, war, or failure of the other Party to provide required data or access.

20.2 Assignment. Neither Party may assign or delegate its rights and obligations under this Agreement without the prior written consent of the other Party.

20.3 Headings. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the provisions of this Agreement.

20.4 Governing Law and Severability. This Agreement shall be construed and interpreted under the internal laws of the State of Illinois, without giving effect to its principles of conflict of law. If a court of competent jurisdiction finds any provision of this Agreement invalid, illegal or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall be construed to achieve the purposes of this Agreement and the intent of the Parties.

20.5 Venue. The Parties agree that any and all claims or disputes relating to this Agreement shall be brought solely in the state or federal courts located in Cook County, Illinois, and all objections to personal jurisdiction and venue are expressly waived.

20.6 Prevailing Party. The prevailing Party in any action brought with respect to this Agreement shall be entitled to recover its costs and reasonable attorneys fees incurred in any such action from the non-prevailing Party.

20.7 Further Assurances. The Parties shall cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall: (i) furnish upon request to each other such further information, (ii) execute and deliver to each other such other documents, and (iii) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement.

20.8 Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20.9 Entire Agreement, Modification, Waivers. This Agreement and its incorporated Exhibits and attachments, if any, constitute the entire agreement and understanding between the Municipality and XSELL with respect to the subject matter hereof. No modification or waiver of this Agreement shall be binding unless it is in writing and signed by all Parties to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

MUNICIPALITY OF \_\_\_\_\_,  
an Illinois municipal corporation

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
(SEAL)

XSELL TECHNOLOGIES, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Matthew Coughlin, President & CEO

**EXHIBIT A**  
**(SERVICES)**

XSELL will provide revenue reconciliation services employing its own custom made software that will allow the Municipality, as a local claiming entity (LCE), to overcome the complexities in revenue reconciliation and administrative procedures related to the Local Debt Recovery Program administered by the IOC. XSELL shall create a fact based, data driven sustainable solution that identifies funds outstanding, locate matches, and prepares reports for the Municipality's application to the IOC for offset payments of revenues available to the Municipality under the Local Debt Recovery Program.

XSELL's Revenue Reconciliation Program is created with the following intentions:

Provide IOC file preparation for the following files:

- i. Local Claiming Entity Involuntary Pre Add File
  - ii. Local Claiming Entity Involuntary With-Holding Maintenance Add
  - iii. Local Claiming Entity Involuntary Maintenance Change
  - iv. Local Claiming Entity Involuntary Match
  - v. Local Claiming Entity Involuntary Statistical Analysis
  - vi. Local Claiming Entity Involuntary Delete File
1. Increase match accuracy with IOC system of records to create increase revenue reconciliation.
  2. Provide accurate and ongoing maintenance to file amendment per IOC guidelines.

**EXHIBIT B**  
(COMPENSATION SCHEDULE)

Price of Services/Compensation: XSELL shall receive from the Municipality an amount equal to ten percent (10%) of actual revenues received by the Municipality from the IOC's Local Debt Recovery Trust Fund (or similar depository) under the Local Debt Recovery Program administered by the IOC as a result of the use of XSELL's services and/or technology.