

CITY OF WARRENVILLE

MEMO

TO: Mayor, City Council and City Administrator White 
FROM: Utility Maintenance Superintendent Jardine
SUBJECT: SEWER CAMERA SUBSCRIPTION LEASE AGREEMENT WITH
EDGE AI SOLUTIONS INC.
DATE: JUNE 3, 2025

The purpose of this memo is to provide information about the City's existing sewer camera and recommend replacing that camera with a subscription lease agreement for a new sewer camera, including associated costs.

Existing Sewer Camera

The City purchased its current sewer camera in 2019 for \$182,594 with the purpose of performing sewer televising in-house in support of the City's sanitary sewer maintenance program. Staff televises and evaluates all of the sanitary sewer, identifying deficiencies that require repairs for this program. Staff also performs smoke testing to identify necessary repairs. The estimated cost for a contractor to perform this work is approximately \$68,000 per year.

The existing camera was expected to last 10 years when it was purchased. The camera has been taken out of service and sent in for repairs ten times in six years, with three of those in 2025 alone. The total cost for those repairs is \$16,800, since 2021. It is no longer under warranty so the costs of those repairs will be borne by the City and sanitary sewer maintenance operations will continue to be disrupted. So, staff investigated an alternative.

Camera Subscription Lease Agreement

Staff is recommending leasing the Pipe Dream sewer inspection system camera from Edge AI Solutions Inc. This modern, modular robotic system features high-definition 360-degree camera coverage, cloud-based storage, and compatibility with PACP, Geographic Information Systems (GIS), and National Association of Sewer Service Companies (NASSCO) systems.

Unlike the current system, which requires 360-degree views to be captured in real time at the manhole, Pipe Dream allows for post-recording 360-degree coding to be performed indoors after inspections are completed. This advancement will save hours of field time and enable staff to complete coding during the slower months and in a controlled environment, away from adverse weather.

Another advantage to this system is it is portable and can be loaded into a pickup truck, rather than having a specific vehicle dedicated to it. If this system works as expected, it is staff's intent to

recommend that City Council declare the existing camera system and truck as surplus and sell it at auction. Staff will wait to make that recommendation until it has fully evaluated this new system.

The lease includes a robot, an electric eReel, a 500-foot tether, and all necessary maintenance for a flat annual cost of \$16,050, based on six months of active use each year for an 18-month lease. The total lease agreement is for \$32,100. The Pipe Dream system offers significant operational advantages over the current equipment, including reduced downtime, ease of use, and improved data access and reporting. Transitioning to this 18-month lease agreement would provide the City of Warrenton with a more reliable and efficient method of managing its sanitary sewer inspections.

Should the City decide it wants to purchase one of these cameras, the money paid for the lease will be credited toward the purchase of the camera. If the City purchases one of these cameras, there would be an ongoing annual \$10,000 cost for a maintenance program. Staff will evaluate the camera during the lease period and make a recommendation about leasing or purchasing the equipment at the conclusion of the lease.

Recommendation

Staff is recommending the City enter into a subscription agreement with Edge AI Solutions Inc. for the Pipe Dream sewer inspection system as part of the City's ongoing sanitary sewer maintenance program.

RESOLUTION NO. R2025-__

**A RESOLUTION APPROVING A SUBSCRIPTION AGREEMENT WITH
EDGE AI SOLUTIONS, INC. FOR THE PROVISION OF
A CAMERA AND RELATED SOFTWARE FOR SEWER INSPECTIONS**

WHEREAS, the City of Warrenville ("**City**") is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City has identified a need to procure the use of a sewer camera and related software services to perform sewer inspections ("**Services**"); and

WHEREAS, Edge AI Solutions, Inc. ("**Edge**") has submitted a proposal to provide the Services over a one-year term in the not-to-exceed total amount of \$32,100.00; and

WHEREAS, the City desires to enter into a one-year agreement with Edge for the Services at the price proposed ("**Agreement**"), which Agreement may be renewed for another one-year renewal term at the same annual cost; and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Agreement with Edge;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Agreement. The Agreement with Edge in the total amount of \$32,100.00 plus reimbursable expenses, is hereby approved in the form attached to this Resolution as **Exhibit A**, and in a final form approved by the City Administrator.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the final Agreement only after receipt by the City Administrator of an executed copy of the Agreement from Edge; provided, however, that if the City Administrator does not receive such executed copy of the Agreement from Edge within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

[Signatures and Voting Record on Following Page]

PASSED THIS _____ day of _____, 2025.

APPROVED THIS _____ day of _____, 2025.

VOTES: AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
AGREEMENT

SUBSCRIPTION AGREEMENT

I. Parties

	Edge	Customer
<i>Legal Name</i>	Edge AI Solutions Inc.	City of Warrenville
<i>Street Address</i>	5877 Commerce Street #213	3S346 Manning Avenue
<i>City, State, Postal Code</i>	Pittsburgh, Pennsylvania 15206	Warrenville, Illinois 60555
<i>Primary Contact Person</i>	Scott Thayer	Zach Jardine
<i>Primary Contact Phone</i>	412-951-9482	630-836-3051
<i>Primary Contact Email</i>	sthayer@edgeaisolutions.com	zjardine@warrenville.il.us

This Subscription Agreement (“**Agreement**”) is entered on May 5, 2025 (the “**Effective Date**”) between Edge AI Solutions Inc., a Delaware corporation located at 5877 Commerce Street, Ste 213, Pittsburgh, PA 15206, (“**Edge**”) and Customer of Warrenville, an Illinois municipality, located at 3S346 Manning Avenue, Warrenville, Illinois 60555 (“**Customer**”). Certain capitalized terms are defined in the Terms and Conditions which are incorporated herein and attached as Exhibit A.

II. Background

Edge is a manufacturer of the Edge AISM software system for the inspection and analysis of wastewater pipes (“**Software**”) to be utilized in conjunction with its Pipe Dream® sewer inspection robots (collectively the Software and Pipe Dream® are referred to as the “**System**.”).

III. Fees & Terms:

Term: The Term of this Agreement is for 12 months (“Term”) commencing on the Effective Date. The Term is comprised of “six (6) months on”, which is defined as the six-month period during which the Customer has possession of the System (as defined herein) for its use, and “six (6) months off” which is defined as the period in which the Customer returns the System to Edge for safekeeping during the dormant period.

Renewal: Customer may renew this Agreement for additional 12 month terms (each a “Renewal Term”) each comprised of six (6) months on and six (6) months off by providing written notice to Edge. This Agreement does not automatically renew.

Subscription: \$2,675/month + applicable taxes and credit card fees (Customer is responsible for supplying Edge with any applicable tax exemption certificates) for each of the 12 months in the Term (for a total of \$32,100.00 for the Term).

PipeTrax™ Tether Options (One Time, Upfront Charges on non-standard Lengths):

Standard Length Tether (500 linear feet): No additional charge.

Extended Length Tether (1000 linear feet): \$2,000 + tax and applicable credit card fees

Maximum Length Tether (1200 linear feet): \$2800.00 per system + applicable credit card fees and taxes: 1200 linear foot tether extension priced @ \$4.00/foot for every foot above 500 linear feet.

Custom Length Tether (_____ linear feet): \$225.00 (custom termination fee) + \$4.00/foot for every foot above 500 linear feet + applicable credit card fees and taxes. Example: 750-foot tether is priced at 250 (750-500) linear feet times \$4.0/linear foot + \$225.00 (custom termination fee), or \$1225.00.

Included Footage: The plan includes unlimited downloadable uncoded HD video footage.

PACP Footage: The Customer has several options with respect to PACP coding of video footage, including coding it themselves or via third party coding services. The customer can select the desired coding method on a case-by-case basis. The options are as follows:

1. **Edge Coding Services:** If the Customer elects to have Edge AI code the PACP footage, the additional cost will be 30 cents per foot. The variation in price is dependent upon the deliverable format, for example, single camera fisheye, Side-by-Side (SBS), Pan-tilt-Zoom (PTZ), and/or GIS integration. (Note: volume-based pricing discounts are available).
2. **Customer /Third Party Coding:** If the Customer elects to do the PACP coding or employ a third-party PACP vendor, the Customer is responsible for downloading CCTV video footage from the Edge Portal and delivering that footage to the representative coding agency.
3. **Third Party PACP Vendor Portal Integration Services:** If the Customer elects to use a third-party vendor that is directly portal integrated with Edge AI and the Customer chooses to leverage the services provided by Edge AI regarding integration with the vendor portal, the customer will be charged an additional fee of 7.5 cents per foot for access to the Edge AI portal integration services, including, data storage, automated data delivery and data management with the 3rd party and electronic customer delivery services.

(Note: Edge AI is currently portal integrated with Sewer AI's Pioneer Platform).

Disclaimer:

Edge AI Solutions, Inc. does not manage payments, QA/QC, or service calls, customer support, production or delivery on products and services provided by the external PACP Vendor. The Customer must directly and actively manage all aspects of its relationship with external PACP Vendor.

Edge shall provide Customer with the following System during the Term:

- 2 Pipe Dream sewer inspection robots
- 1 E-Reel
- 1 PipeTrax™ Tether of selected length and 2 plastic front camera lens covers (collectively, the “Consumables”)

All reasonable and necessary System maintenance during the Term. Such maintenance shall only apply to the Software and Pipe Dream robot and exclude the controller and Consumables. Consumables are expected to fail over time with normal usage and the cost of replacement is to be borne by the Customer.

Payment will be due immediately upon the Effective Date.

IV. Other Terms

The System is intended only for use in 6–24-inch pipelines for gravity, storm, and dewatered and depressurized force mains (“**Field of Use**”).

At the conclusion of the Agreement, Customer agrees to return all Hardware to Edge in good repair, condition and working order, ordinary wear and tear resulting from the proper use thereof excepted, by delivering the Hardware or arranging for delivery of the Hardware at Edge’s cost and expense to the address for Edge given above or such place as Edge shall specify.

Operators of the System must have proper safety training required to access and operate the System within the Field of Use. Customer shall be solely responsible for providing the operators of the System with any, and all safety equipment and safety training. PACP 7.0 coded & uncoded footage, as limited by Customer’s Inspection Units, will be delivered and may be used for the purposes of maintenance planning, remaining useful life analysis, rehabilitation planning, cross-bore discovery, and compliance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the day, month and year first written above.

For Edge AI Solutions Inc.:

For City of Warrentville:

Signature:

Signature:

Name: Brandon Ingram

Name: Cristina White

Title: CEO

Title: City Administrator

Date:

Date:

EXHIBIT A - TERMS AND CONDITIONS

1. **License Grant.** For the Fees set forth above, Edge grants to Customer a nonexclusive, nontransferable, time-limited license to use Software in the form of executable Object Code, together with relevant Documentation, for use with the Hardware for the duration of the Term. Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the System, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the System are and will remain with Edge.
2. **Credit Card Authorization.** Customer authorizes Edge to charge the credit card on file in the Software, if any, or as otherwise provided to Edge for agreed upon Fees and Hardware replacement costs and understands that its information will be saved to the Software and/or Edge's systems for transactions on Customer's account.
3. **Support.** Edge will, during the Term, perform all reasonable and necessary maintenance to the System to maintain functionality.
4. **Restrictions.** As a condition to the foregoing license grant, Customer (including, without limitation, its employees, agents and contractors) shall not: (i) copy, modify or create any derivative work from the System, (ii) reverse engineer or otherwise attempt to derive Source Code (of the underlying ideas, algorithms, structure or organization) from Software (except as and only to the extent any foregoing restrictions are prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of open-sourced components included with the Software), (iii) use the System other than for its internal business purposes; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Software, Hardware, or Documentation to any other person or entity; (v) bypass or breach any security device or protection; (vi) input, upload, transmit or otherwise provide to or through the System, any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code; or (vii) access or use the System or Documentation in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other rights of any third party, or that violates any applicable Law. To the extent that Customer elects to install the Software on computers which are not supplied by Edge, Edge makes no warranty of performance or compatibility with other operating software or operating systems.
5. **Hardware.** Edge will provide the Hardware to Customer. All Hardware is provided on a temporary basis without charge. All Hardware must be returned to Edge at the completion of the Term. For any time during the Term (or thereafter prior to return of all Hardware) during which the Hardware is in the possession or control of Customer, Edge will own the Hardware. The Hardware will be held by Customer on a bailment basis. Customer will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of the Hardware. Customer will make a best effort to ensure the Hardware is returnable in good repair, condition and working order and to prevent its loss, destruction or theft. Violation of the foregoing by Customer shall be a material breach of this Agreement.
6. **Known Risks**

The following risks are inherent risks known and accepted by Customer: There is risk that the robot might get stuck within the pipeline during normal operations and the subsequent mechanical failure of the tether during standard emergency retrieval. When this happens, the robot is stuck within the pipeline and serves as a significant obstruction to the normal flow of water within the pipeline. Edge is not responsible for any costs related to the extraction of the robot from the pipeline. Edge is not responsible for backups into private homes or business that result of blockage either directly or indirectly caused by a stranded robot.

7. DISCLAIMER

EDGE MAKES AND CUSTOMER RECEIVES NO WARRANTIES IN CONNECTION WITH THE SYSTEM, OR MODIFICATIONS OR IMPROVEMENTS THERETO, DELIVERED HEREUNDER, EXPRESS, IMPLIED, STATUTORY OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR COMMUNICATION BETWEEN EDGE AND CUSTOMER. EDGE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (A) THE USE OF THE SYSTEM MAY NOT BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (B) THE SYSTEM OR THE QUALITY OF THE DATA OBTAINED BY CUSTOMER THROUGH THE SYSTEM MAY NOT MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; AND (C) THE SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET.

8. Intellectual Property Rights.

1. **Customer Data.** As between Edge, on the one hand, and Customer, on the other hand, Customer retains sole and exclusive ownership of all right, title and interest in and to any data entered into or created by the System during the operation of the System by Customer (the "**Customer Data**"). Customer hereby irrevocably grants

all such rights and permissions in or relating to Customer Data to Edge as necessary or useful to complete the purpose of the Agreement.

2. **Improvements.** In the event that Customer provides Edge with any feedback, improvements, suggestions or designs relating to the System or its operation, Customer hereby assigns to Edge all right, title and interest in and to any such feedback or improvements created by Customer related to the Agreement, including all Intellectual Property Rights thereto. Customer agrees to execute, at Edge's request and expense, all documents and other instruments necessary or desirable to confirm such assignment.
3. **Confidentiality.** In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to the limitations of this Section, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party specifically identifies as confidential or proprietary, including information consisting of or relating to the Disclosing Party's customer information or data, technology, trade secrets, know-how, business operations, plans, strategies, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case. Without limiting the foregoing: all Edge Software and Documentation, as well as identified information relating to the Hardware are Confidential Information of Edge are the Confidential Information of Edge and Customer., and financial information and location and condition of utility infrastructure are Confidential Information of Customer.
4. **Limitations on Use.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall: not access, use or disclose Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement and its obligations to comply with the law or valid court order.

9. **Representations and Warranties.**

1. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that:
 - A. it has the full right, power and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement;
 - B. the execution of this Agreement by its representative whose signature is set forth has been duly authorized by all necessary corporate or organizational action of such Party; and
 - C. when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
2. **Additional Edge Representations and Warranties.** Edge further represents, warrants and covenants to Customer that:
 - A. it is the legal and beneficial owner or licensee of the entire right, title and interest in and to the System, including all Intellectual Property Rights relating thereto;
 - B. it has the right, power and authority to grant and perform the license hereunder;
 - C. when used by Customer in accordance with this Agreement, no Software, Hardware, or Documentation as delivered by Edge does or will: infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party; or contain any Harmful Code.

10. **Indemnification.**

1. **Infringement Indemnity.** Except to the extent that Customer is obligated to indemnify Edge under this Section, Edge shall indemnify and hold harmless Customer, its officers, directors, employees, shareholders, legal representatives, agents, successors and assigns, from and against any damages, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) arising out of any third party claims arising from a claim that the Software (or other deliverables, if any) infringe any U.S. patent, copyright, trade secret or trademark of a third party; provided however, that (i) Customer shall have promptly provided Edge with written notice thereof and reasonable cooperation, and assistance in connection therewith; and (ii) Edge shall have sole control and authority with respect to the defense, settlement, or compromise thereof, so long as the Edge does not admit fault on the part of Customer without the Customer's prior written approval. If any materials provided by Edge become, or in Edge's opinion are likely to become, the subject of a claimed intellectual property infringement or other claim, Edge may, at its option: (i) procure for Customer the right to continue using the materials; or (ii) replace or modify the materials to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is reasonably available, Customer shall return all copies of the materials upon notice from Edge, and Edge shall provide Customer with a pro-rata refund of the unearned fees paid by Customer to Edge in connection with any such returned materials.

2. Limitations of Infringement Indemnity. In no event will Edge have any obligations under this Agreement or any liability for any claim or action to the extent the claim or action is caused by, or results from: (i) the combination or use of the System or any other deliverables with non-Edge software, services, or data, if such claim or action would have been avoided by the non-combined or exclusive use of the System or other deliverables, (ii) modification of the System or any other deliverables by anyone other than Edge if such claim or action would have been avoided by use of the unmodified System, (iii) the continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement, (iv) Customer's use of the System or any other deliverables in a manner not materially in accordance with this Agreement or related documentation, (v) any modification of the System or Hardware other than in compliance with Edge's specifications, or (vi) use of the Software or Hardware in an application or environment for which they were not designed or contemplated and/or outside the Field of Use.
3. Right to Defend. As a condition to each Party's indemnity obligations under this Agreement, the Party claiming indemnification will provide the indemnifying Party with prompt written notice of the claim, permit the indemnifying Party to control the defense or settlement of the claim, so long as the indemnifying Party does not admit fault on the part of the indemnified Party without the indemnified Party's prior written approval, and provide the indemnifying Party with reasonable assistance in connection with such defense or settlement. The indemnified Party may employ counsel at its own expense to assist it with respect to any such claim.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OF REVENUE, SAVINGS OR PROFITS) OR EXEMPLARY DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT FOR THE AVOIDANCE OF DOUBT, DAMAGES ARISING IN CONNECTION WITH OBLIGATIONS OF INDEMNIFICATION OR CONFIDENTIALITY HEREUNDER SHALL BE DEEMED TO BE DIRECT DAMAGES FOR WHICH RECOVERY SHALL NOT BE BARRED BY THIS PARAGRAPH. NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF EDGE UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO THREE TIMES THE FEES RECEIVED BY EDGE DURING THE TERM.

11. **Termination.**

1. Termination for Cause. Customer's nonpayment shall constitute a material breach of this Agreement if full payment is not received when due and, in addition to any other rights, shall empower Edge to disable the System. Either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings; (ii) breaches its obligations related to the other Party's confidential information; or (iii) commits a material breach of this Agreement that remains uncured for 30 days following delivery of written notice of such breach (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default and the action required to cure the breach or default). Neither party shall be responsible to the other for any costs or damages resulting from the early termination of the Agreement under this Section. Any terms of this Agreement that by their nature extend beyond termination of this Agreement remain in effect until fulfilled and apply to both Parties respective successors and assignees.
2. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement: all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate; Edge shall immediately cease all use of any Customer Data or Customer's Confidential Information and (i) return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Customer Data or Customer's Confidential Information; and (ii) permanently erase all Customer Data and Customer's Confidential Information from all systems Edge directly controls. Customer shall immediately cease all use of the System and (i) return to Edge, or at Edge's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on any Edge Confidential Information; (ii) permanently erase all Edge Confidential Information from all systems Customer directly controls and (iii) return all Hardware.

12. **Independent Parties.** This Agreement shall not render either party an employee, partner, agent of, or joint venturer with the other Party for any purpose. Each Party is and will remain an independent contractor in its relationship to

the other Party. Neither Party shall be responsible for taxes owed by the other Party. Neither Party's employees and/or agents shall have any claim against the other Party for any purpose.

13.No Solicitation. Both Parties agree not to directly or actively recruit, divert or solicit the employment of either Party's employees or contractors during the Term and for a period of one (1) year thereafter.

14.Subcontracting. Neither Party may subcontract its obligations or duties under this Agreement.

15.Legal. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, if any, successors, and assigns. This Agreement is governed by the laws of the State of Illinois without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. Each Party irrevocably agrees that the 18th Judicial Circuit Court in DuPage County, Illinois shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, with the exclusive location of DuPage County, Illinois. All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Other than as part of a sale of substantially all of its assets, neither Party may assign any of its rights under this Agreement without the prior written consent of the other Party. Any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void. No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the Parties hereto. This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior communications and understandings between the Parties, including without limitation any confidentiality agreements. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Either Party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such Party; provided that, in order to be excused from delay or failure to perform, such Party must act diligently to remedy the cause of such delay or failure.

16.Counterparts; Electronic Signature. This Agreement may be executed separately by the Parties on counterpart copies, which shall have the same force and effect as if executed in a single document. Furthermore, each Party may execute the document utilizing electronic signatures and/or other electronic or facsimile documentation.

CERTAIN DEFINITIONS

"Documentation" means all printed or electronic materials published or otherwise that are provided to Customer and which describe or relate to the functional, operational or performance capabilities of the Software and/or Hardware.

"Harmful Code" means any: (a) virus, trojan horse, worm, backdoor or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time, or under the positive control of any person or entity, or otherwise deprive Customer of its lawful right to use such software, but excluding Edge's right to disable the System for nonpayment,.

"Intellectual Property Rights" means all trade secrets, copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any country.

"Object Code" means the binary, machine-readable version of the Software.

"Source Code" means human-readable computer programming code, associated procedural code and related documentation.