



VERISIGHT, INC.

1930 St. Andrews Ct., Suite V
Cedar Rapids, IA 52402
www.verisightgroup.com

August 24, 2015

Brett Klein
City Administrator
City of Windsor Heights
1145 66th Street, Suite 1
Windsor Heights, IA 50324

Dear Brett:

We are enthusiastic about the prospect of serving you and the City of Windsor Heights ("CWH") once again. The purpose of this document is to outline your agreement for Verisight to complete compensation consulting services.

Our team of compensation professionals and our company's experience serving public sector entities clearly distinguishes Verisight from other companies. You will find:

- When we work with you, we bring decades of consulting experience through the involvement of a Director or Principal;
- We are committed to understanding your organizational needs, challenges and priorities;
- We possess the qualifications, relevant experience and the dedicated compensation consulting team to deliver services that meet your expectations;
- We are focused on providing top quality services and analysis that remain affordable and stay within budget;
- We provide thought leadership and recommendations that connect to and drive bottom-line results.

On behalf of Verisight, we pledge that CWH will receive analysis, recommendations and insights from a consulting team that is committed to your total satisfaction. As you review, please contact me if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "Kevin Paulsen".

Verisight
Kevin Paulsen
Engagement Leader

Contents

- 1. Our Understanding of Your Needs 1
- 2. Objectives..... 1
- 3. Client Acceptance of Work..... 1
 - Our approach to compensation consulting 1
 - Step 1. Conduct kickoff meeting..... 2
 - Step 2. Review background information and materials 2
 - Step 3. Complete compensation market pricing analysis 2
 - Step 4. Develop performance management tool..... 2
 - Step 5. Final report and presentation 3
- 4. Personalized Service and Senior Level Attention 3
- 5. Engagement assumptions and client responsibilities 4
- 6. Fees..... 5
 - Timing 5
 - Fees 5
- 7. Information on Verisight and Our Experience..... 6
 - Company Overview 6
 - Verisight Strengths 6
 - Local Service Philosophy 6
- 8. Compensation Advisory Services 7
 - Workforce Compensation 7
 - Executive Compensation..... 7
 - Surveys and Benchmarking..... 7
- 9. General Business Terms and Project Acceptance..... 8
 - Appendix A: Biographies 9
 - Verisight, Inc. General Business Terms 12

1. Our Understanding of Your Needs

Windsor Heights is a city of 4,860 people in the Des Moines-West Des Moines Metropolitan Statistical Area in Polk County, Iowa. The City of Windsor Heights is a unique community that was incorporated in 1941. The City has requested a proposal to analyze compensation levels and revise the performance management process. The analysis will assess market competitiveness regarding total compensation with other comparable public and private sector comparables.

This study will assist leaders in establishing ranges of base compensation while also reinforcing pay to performance. The performance evaluation program has not been updated for many years and our recommendations will reinforce pay-for-performance for all roles. The remainder of this proposal outlines the project objectives, approach, timing and fees for this important project.

2. Objectives

The primary objective of this project is to:

- Provide compensation market data that relates to the organization size, geographic market area, and responsibilities for selected positions
- Provide recommendations for changes to compensation levels and market adjustments
- Provide recommendations for compensation ranges for each role
- Review and provide recommendations for changes to the current performance management process.
- Offer changes to the performance evaluation template and scoring system to more effectively connect pay levels with individual performance results

3. Client Acceptance of Work

At the conclusion of each phase of work, we will review with you the intended scope of work and deliverables set out in this document to confirm we have met the defined project expectations. If you believe the deliverables do not conform, you will notify us in writing within 10 business days of receiving the deliverables that they do not conform. We will then have a reasonable period of time, based upon its severity and complexity, to correct the nonconformity. If you use the deliverables before acceptance, or if you fail to notify us of the nonconformance within the 10-day period, the deliverables will be considered accepted.

Our personnel shall observe the City of Windsor Heights' confidentiality, code of conduct or other reasonable policies regarding working conditions and business hours to the extent our personnel are made aware of such policies. Verisight will furnish replacement personnel in the unlikely event that assigned personnel refuse to observe said policies. If for any reason, any of our personnel are unable to complete the service period or their performance does not meet client's expectations, Verisight will attempt to provide suitable replacements.

Our approach to compensation consulting

Based on our understanding of your needs and objectives, and our experience with similar engagements, we have defined an approach that encompasses the following steps:

- Project planning
- Verification or identification of total rewards philosophy
- Job analysis and external market pricing
- Performance management review, recommendations and redesign

Our approach also emphasizes the need for relevant involvement and communication to ensure understanding and acceptance of the final results. Our services will consist of following steps to accomplish the objectives listed:

Step 1. Conduct kickoff meeting

The consultant team will discuss with you and/or the project team to finalize the project's objectives and approach, schedule project activities, request organization information and receive additional input from City leadership or Council representatives. We will clarify the roles and responsibilities of your staff and ours for each step and define target dates for completion of major work steps.

Step 2. Review background information and materials

The consultant team will review various project related documents, such as job descriptions, organization charts, compensation detail, and performance management documents. A list of information needs will be provided to you at the start of the project. If needed, we will conduct phone interviews with the you and/or Department Heads to gather additional information about the City and to clarify roles, responsibilities, survey sources, and comparable positions.

Step 3. Complete compensation market pricing analysis

For the compensation analysis and recommendations, we will use published compensation survey data (e.g. Towers Watson, CompData) along with information gathered from comparable municipalities. Based on the review of job responsibilities, we will collect competitive market data for benchmark positions (estimated to be 15 roles). Our process entails:

- Verifying the organization's total compensation philosophy. This will help ensure we are using appropriate published surveys, scope data and statistics.
- Utilizing 3-5 of the most applicable published survey sources from our compensation survey library.
 - Using comparable industry cuts when available or geographic cuts when applicable
 - Having key markers (25%, 50% and 75% percentiles) for base wage or salary
 - Adjusting data results so it is geographically assessed for Des Moines and adjusting the aging of the data to a requested date
- Utilizing data gathered from 5-8 comparable municipalities located in Iowa. We would administer the overall process of collecting data and compiling the responses. The information would be collected through the use of a custom questionnaire or research.
- Reporting data in a tabular format that specifies the data from comparable communities of similar size and situation and the private sector.
- Applying the analysis by providing competitive market ranges for each role. As a result, pay ranges will represent internal job values, competitive market-based rates, and reflect the stated compensation philosophy.

We will document all salary survey sources referenced, the specific match(es) made to the marketplace, and all pertinent statistics such as sample size, scope categories, etc., so that the process can be readily explained and easily replicated in the future. Verisight maintains an extensive salary survey library to make current data available to our clients and can supplement these sources with any survey data you may have.

Step 4. Develop performance management tool

In this step, we will review the current performance management tool and process and consider how to improve the overall effectiveness. We will review your current documents and offer suggestions for a revised performance management system, which could include new performance management tools, form(s), and processes.

Performance management is the ongoing process of setting employee performance expectations, providing feedback and coaching to help them reach those expectations. It also can provide a strong link to compensation so performance results can be accurately recognized and rewarded. The focus will be on establishing an approach and template that allows for clear performance objectives to be set for each employee and more effectively link increased pay opportunities with performance. We will suggest possible options, share examples, and prepare some initial draft language and/or documents.

Step 5. Final report and presentation

We will provide a presentation of our preliminary findings with you and/or the project team to explain our findings and recommendations. Our preliminary report will include a comparison indicating survey sources, geographic assessment, data aging, and comparison to current compensation at the City of Windsor Heights. Additionally we will suggest associated compensation ranges and potential compensation adjustments. Recommendations will be offered regarding changes to the performance management process. We will also provide data regarding national and regional trends in base pay and salary structure adjustments.

We will consider recommendations or information received during the presentation of preliminary findings and incorporate those in the final report. Up to one presentation to the City Council will be provided. Any additional presentations or analyses will be outside the scope of this project and will be billed on a time and materials basis.

4. Personalized Service and Senior Level Attention

We have earned an outstanding reputation for the integrity of our people and the consistently high level of professionalism with which our organization's practices are conducted. Verisight's committed to the development and advancement of compensation and other consulting areas. While we recognize the increased level of competition concerning human capital services, and respond to competitive conditions in every reasonable way, we will not compromise the scope or quality of our services.

The reputation we have earned for quality and integrity in professional service is a direct result of the superior caliber of our people. To attract and retain the finest professionals, we have established high recruiting standards, a comprehensive training program and a recognition system for outstanding professional achievement. As a result, Verisight has attracted quality individuals across several industries to lead our strategic leadership and human capital services practice.

One of the most critical factors of any successful engagement is the working relationship and communication that clients have with their consulting companies. This relationship must be built on trust and confidence. We understand the importance of an effective partnership, which is why the foundation of our services emphasizes personal attention and responsiveness to our clients' needs.

We believe our people are what set us apart from other companies. Our compensation consulting services team brings the necessary experience, technical skills, industry knowledge, creativity and benchmarking capabilities to serve the city of Windsor Heights' needs.

Kevin Paulsen, Engagement Leader, will be responsible for all services provided to the city of Windsor Heights. He will manage this project and will be the primary contact for the City. Other professionals at the necessary skill and experience level may be called upon to assist in the project as appropriate. While we will attempt to comply with your requests for certain individuals, we retain the right to assign our personnel, as appropriate, to perform the service.

Non-Solicitation

During the term of this engagement and for a period of one (1) year following its expiration or termination, neither party will actively solicit, employ or otherwise engage any of the other party's employees (including former employees) who were involved in the engagement. In the event either party breaches this provision, the breaching party agrees to pay to the aggrieved party within thirty (30) days after demand an amount equal to the greater of \$50,000 or 100 percent (100%) of the annual base salary of any such employee. For the avoidance of doubt, the foregoing does not prohibit either party from employing individuals who were not involved in the engagement or who apply for positions in response to internal postings, employment advertisements or other general solicitations of employment, whether such applications are during the term of this engagement or thereafter.

5. Engagement assumptions and client responsibilities

Our services, fees and work schedule are based upon the following assumptions, representations and information supplied by you.

The project team is a key component of any successful project. The team consists of an overall project manager from Verisight who will communicate directly with your assigned internal project manager and management team. We will involve your key people and staff and will communicate updates and progress on the work as performed. In order to facilitate this active communication, we assume that you will fulfill the following responsibilities:

- Make all management decisions and perform all management functions
- Designate a competent employee, preferably with senior management, to oversee our services
- Establish and maintain internal controls, including monitoring ongoing activities
- Evaluate the adequacy and results of the services performed and provide us feedback
- Accept responsibility for the results of the services upon completion to your satisfaction

The City of Windsor Heights will determine the extent of services they wish Verisight to provide and ensure our company has access to key people and data.

If circumstances arise relating to the availability of sufficient, competent evidence or information which, in our professional judgment, prevents us from completing the engagement, we retain the unilateral right to take any course of action permitted to us, including withdrawal from the engagement.

In the event we are requested or authorized by the City of Windsor Heights or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the City of Windsor Heights, the City of Windsor Heights will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, including the fees and expenses of our counsel, incurred in responding to such requests.

You also will let us know immediately of any problems or issues you perceive in our personnel or services. We will also let you know where we feel we are not receiving the appropriate cooperation or direction and advise you of any other issues related to this engagement.

The success of our engagement is dependent upon full openness, communication, cooperation and timely direction. The fulfillment of these responsibilities is critical to the success of our engagement.

6. Fees

Timing

Once we receive your signed acceptance of this proposal and have your signed authorization, we can begin the work described in the proposal on a mutually agreeable start date. We estimate completion of the project will take approximately 8-10 weeks.

Fees

	Description	Estimated Fees	Notes
1	Kickoff project (Steps 1 & 2)	\$600 -\$850	(1)
2	Complete compensation market pricing analysis	\$330/per position	(2)
3	Develop performance management tool	\$2,200 -\$2,775	
4	Present final report	\$1,125 -\$1,650	
	Estimated Project Fees	\$8,875 -\$10,225	

(1) required for market pricing analysis

(2) assumes 15 positions priced at \$330/position

In addition to our professional fees, we will bill for our expenses related to travel and any other out-of-pocket expenses (such as delivery services). If we find that additional costs will be incurred, we will immediately inform you and request your approval before proceeding. We will bill you monthly for services provided. Payment is due upon receipt of the invoice.

Travel time will be billed at 50 percent of our standard hourly rates. Planned on-site meetings are noted in the assumptions above and travel time is included in the estimated fees for those steps.

You acknowledge that this is our good faith estimate based upon the facts and circumstances we are aware of today and that the fees may be different based upon circumstances we or you become aware of as the project progresses.

If circumstances are encountered that affect our ability to proceed according to the plan outlined above, such as major scope changes, loss of key City of Windsor Heights personnel, unavailable information or undetermined or requested scope changes during our scoping efforts, we will inform you promptly and seek your approval for any changes in scope, timing or fees that may result from such circumstances.

7. Information on Verisight and Our Experience

Company Overview

Verisight means “truthful insight”, which is consistent with the firm’s commitment to be a trusted client partner, driven by our core values of honesty and integrity.

Founded in 1985, we are a privately-held, national corporation headquartered in California. We have 17 offices across the country from which we offer consulting services and provide retirement plan services.

At Verisight, we are dedicated to bringing our clients the most powerful, needs-based array of services and we continually seek to expand our product line and coverage to deliver the services that you need.

As a leading provider of services to plan sponsors and employers, Verisight delivers a comprehensive, unbiased and flexible array of solutions to employers, plan sponsors, advisors, third party administrators and intermediaries. Our powerful suite of services spans a unique spectrum:

Bundled, Full-Service Retirement Plans

Verisight's fully bundled solutions for 401(k) and other defined contribution plans brings you the ultimate in flexibility and low cost.

Consulting Services

Steeped in decades of experience, we provide consulting for employers and serve all industries, with specialization in medical/healthcare, manufacturing, financial institutions, not-for-profit and professional services. Our consulting expertise covers retirement plans and health and welfare, as well as compensation advisory services including executive and workforce compensation.

Unbundled Solution

We offer clients the flexibility to customize the recordkeeping and administrative services they need plus deliver access to institutional class funds, index and enhanced index funds and ETFs.

Trust Services

Verisight's clients experience a truly integrated approach to corporate trust services from a trustee dedicated exclusively to retirement plans.

Flex Plan Services

We bring you state-of-the art, service-oriented flex plan administration services.

Verisight Strengths

Industry focus—We have industry professionals whose experience is readily available to members of your service team. Since we’re experienced in your industry, we understand how you’re staffed and can anticipate the issues you’ll face.

Quality control—Our quality control assurance system is sound, and you can depend on the quality of our work to help you make smart business decisions.

Education and training—All of our personnel receive specialized continuing national and local training. As a result, the team serving you comprises highly competent individuals who are knowledgeable in providing these services.

Local Service Philosophy

Project management availability—We are geared to providing you the mature professionals and personalized service your business deserves. You will develop a true business advisor relationship with your team.

Priority of service—Because our clients are not the largest of worldwide companies, you will receive first priority in our company. Our clients are very important to us, and as a result, you will receive the highest-priority service available.

8. Compensation Advisory Services

To ensure the effectiveness of total compensation in your company, these resources must be delivered in a way that reinforces the organization's business strategy, culture, and values. Managing costs while promoting employee retention and satisfaction is the key to a successful program. Our consultants assist clients in building their organizational capabilities through effective benefit services and total compensation solutions.

Workforce Compensation

A well-designed and administered compensation program for your workforce provides benefits that directly impact the bottom line. Leverage Verisight's experience to design a customized compensation program to meet your needs. We can help create alignment between strategic objectives, individual contributions, and rewards. This helps to control salary expenses and create balance between internal equity and market competitiveness, as well as minimizing turnover.

Executive Compensation

A sound compensation program is essential to maintain the high-quality management team you need for your future success. We work closely with your board, compensation committee, or executive team to establish a compensation strategy that links to your corporate goals and culture. We can help you design effective performance-based programs that encompass base salary, annual incentives, long-term incentives, as well as deferred compensation, supplemental executive retirement plans, executive perquisites and board of director pay.

Surveys and Benchmarking

When your company utilizes well-constructed survey information during your strategic decision-making processes, your ability to improve productivity, performance and overall return on investment will be enhanced. We help clients address a number of issues using survey and benchmarking methodology. Projects include collecting competitive market information, providing operational and staffing benchmarks, making board compensation recommendations, and a host of other compensation and benefit related issues

9. General Business Terms and Project Acceptance

The City of Windsor Heights has determined that Verisight, Inc.'s proposal dated August 24, 2015 is acceptable and authorizes Verisight, Inc. to perform the services noted.

The attached Verisight, Inc. General Business Terms apply to this engagement and are an integral part of our agreement. This proposal and Verisight, Inc. General Business Terms correctly set forth our understanding and acceptance of this agreement.

Please forward a copy of this signed acceptance to the attention of Kevin Paulsen via mail or email to kevin.paulsen@verisightgroup.com.

Acknowledged and Accepted:

Brett Klein
City Administrator
City of Windsor Heights
1145 66th Street, Suite 1
Windsor Heights, IA 50324

Attachments:

Appendix A: Biographies
Appendix B: Survey Library
General Business Terms

By: _____

Title: _____

Date: _____

Business/Tax ID Number: _____

Appendix A: Biographies

Kevin Paulsen

Engagement Leader

Verisight, Inc.

Cedar Rapids, IA

319.298.5255

kevin.paulsen@verisightgroup.com

Summary of Experience

Kevin is an Engagement Leader at Verisight. His specialty areas include wage and incentive system design; high-performance workplace implementation; organizational planning; performance management design; leadership assessment and development.

A consultant since 1987, Kevin has assisted hundreds of companies ranging in size from \$500,000 to over \$1 billion in sales in the financial services, manufacturing, not-for-profit, and construction industries.

Notable Engagements

- Advised and guided in the transformation to a “performance-based” culture for a 2,000+ employee food processing business. Support included setting organizational and departmental performance metrics, business literacy training, pay for performance linkage and new approaches to communication and employee involvement. Resulted in numerous productivity improvement ideas, 6 percent additional earnings for employees and higher company profitability.
- Advised in the CEO succession planning selection process for a mid-size banking organization. Working in support of the Board, the process included the evaluation of multiple internal candidates. The evaluation provided a plan for developing and mentoring the successor to allow for a smooth and successful transition.
- Designed a performance management process for a 150-employee bank to better define employee expectations and link individual employee performance with pay increases.
- Conducted a human resources diagnostic for a banking organization to uncover opportunities to improve the performance of their human resource function and reduce risk. Roles were defined and recommendations were made to improve standardization of HR services for the business.
- Completed a compensation and benefits comparison study for a multi-plant processing organization. Analysis compared employee compensation and benefits package to comparable positions for other private employers. Recommendations were offered to the total rewards offerings to provide a competitive pay and benefits package.

Publications and Presentations

Kevin has authored several articles that appear in the following publications:

- American Compensation Association (ACA) News
- HR Magazine
- Compensation Solutions
- Management World
- Supervision
- Industrial Engineering

Kevin is a frequent speaker for trade associations and service clubs, including:

- Society of Certified Public Accountants
- Society for Human Resource Management
- Institute of Management Accountants
- State Banking Associations

Education

- B.B.A. in Management Information Systems, University of Iowa
- Senior Professional in Human Resources (SPHR) certification
- SHRM Senior Certified Professional (SCP)
- Certified Executive Compensation Professional (CECP)

Professional Affiliations and Credentials

- Society for Human Resource Management
- World at Work

Nicole Roach

Associate Consultant

Verisight, Inc.

Moline, Illinois

nicole.roach@verisightgroup.com

Summary of Experience

Nicole joined Verisight Inc., 2013 as a Compliance Operations Specialist, and quickly transitioned into Compensation Consulting. Nicole brings over ten years of experience in Finance, Management, Higher Education, and Human Resources. She is also currently an Instructor at a local junior college during the evenings, where she teaches under the Business curriculum. She instructs courses such as: Human Resource Management, Professional Development, Building Team Dynamics, Business, Accounting, and Advanced Computer Processes.

Nicole currently serves as a committee member of Great River Human Resource Association as a certification professional, is an active member of SHRM, and is an active member and administrator of Verisight's Human Resource Roundtable.

Education

Nicole received her Master's degree in Organizational Management with a Specialization in Human Resource Management from Ashford University. She earned her Bachelor's degree of Business with a Human Resource Management emphasis through Western Illinois University.

Verisight, Inc.

General Business Terms

These General Business Terms (the "Terms") will govern the services provided by Verisight, Inc. ("Verisight") as set forth in the Engagement Letter or Proposal dated August 24, 2015, (the "Engagement Letter or Proposal"), executed by the City of Windsor Heights ("Client") and Verisight to which these Terms are attached. These Terms, together with the Engagement Letter or Proposal and any of its attachments, constitute the entire understanding and agreement between Client and Verisight with respect to the services described in the Engagement Letter or Proposal (collectively, the "Agreement"), supersede all prior oral and written communications, and may be amended, modified or changed (including changes in scope or nature of the services or fees) only in writing when signed by both parties. If there is a conflict between these Terms and the terms of the Engagement Letter or Proposal, these Terms will govern.

1. Confidentiality With respect to any information supplied in connection with this Agreement and designated by either party as confidential, or which the recipient should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and use and reproduce the confidential information only as necessary to perform its obligations under this Agreement and for no other purpose. The obligations in this section will not apply to information which is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to legal requirement or order. Subject to the foregoing, the recipient may disclose the confidential information on a need-to-know basis to the recipient's contractors, agents and affiliates who agree to maintain its confidential nature.

2. Deliverables (a) Upon full payment of all amounts due Verisight in connection with this Agreement, all right, title and interest in the deliverables set out in the Engagement Letter or Proposal will become Client's sole and exclusive property, except as set forth

below. Verisight will retain sole and exclusive ownership of all right, title and interest in its work papers, proprietary information, processes, methodologies, techniques, ideas, concepts, trade secrets, know how and software, including such information as existed prior to the delivery of the services and, to the extent such information is of general application, anything which Verisight may discover, create or develop during the provision of services for Client. Except for software owned by and/or proprietary to Verisight, to the extent the deliverables contain Verisight's proprietary information, Verisight grants Client a non-exclusive, non-assignable, royalty-free license to use it in connection with the deliverables and the subject of the Engagement Letter or Proposal and for no other or further use. To the extent the deliverables contain the proprietary information of a third party, Client agrees to comply with such third party's terms of license as the same are communicated to Client. All licenses to software (including any enhancements to software) will be licenses to object code only.

(b) Client acknowledges and agrees that any advice, information or work product provided to Client by Verisight in connection with this engagement is for the sole benefit and use of Client and may not be relied upon or used by any third party. Client further agrees that if it makes any such advice, information or work product available to any third party other than as expressly permitted by the Engagement Letter or Proposal or Section 1(v) above, the provisions of Section 4(c) below will apply unless: (i) Client provides to the third party an acknowledgement and release letter (the "Letter"); and (ii) the third party signs and returns the Letter to Client. Upon request, Client will provide Verisight with a copy of the signed Letter.

3. Warranty Verisight warrants that the services will be performed with reasonable care in a diligent and competent manner. Verisight's sole obligation will be to correct any non-conformance with this warranty or, if Verisight cannot correct the non-conformance, to refund to Client the amount paid to Verisight for the portion of the services or deliverables that does not conform to this warranty; provided that

Client gives Verisight written notice within thirty (30) days after the services are performed or, if applicable, deliverables are delivered. The notice will specify and detail the non-conformance and Verisight will have a reasonable amount of time, based on its severity and complexity, to correct the non-conformance. Verisight does not warrant and is not responsible for any third party products or services. Client's sole and exclusive rights and remedies with respect to any third-party products or services are against the third-party vendor and not against Verisight.

THIS WARRANTY IS VERISIGHT'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.

4. Indemnification (a) Each party agrees to indemnify, hold harmless and defend the other from and against any and all claims, actions, fees, expenses, costs, damages, losses and liabilities (including reasonable attorneys' fees) (collectively, "Liabilities") for bodily injury or death of any person or damage to real or tangible personal property which the other party may sustain or incur, to the extent such Liabilities result from the negligence or willful misconduct of the indemnifying party, its employees, agents or representatives.

(b) Verisight agrees to indemnify, hold harmless and defend Client from and against any and all Liabilities to the extent such Liabilities result from the infringement of any third party's intellectual property by any deliverables provided under this Agreement. The foregoing indemnification will not apply to the extent any infringement results from: (i) the use of the deliverables other than in accordance with the terms of this Agreement and any applicable documentation or instructions supplied by Verisight; (ii) any modification to the deliverables not expressly agreed to in writing by Verisight; or (iii) the combination of the deliverables with any materials not

provided or expressly approved by Verisight.

(c) Client agrees to indemnify, defend and hold harmless Verisight from and against any and all Liabilities incurred or suffered by or asserted against Verisight to the extent such Liabilities result from a third party's use, possession of or reliance upon Verisight's advice, information or work product as a result of Client's failure to comply with the Letter requirements of Section 2(b) above.

5. Liability Except for each party's indemnification obligations under this Agreement, the total liability of Client and Verisight (and their respective affiliates, officers, directors, employees, contractors, agents and representatives) relating to this Agreement will in no event exceed an amount equal to the fees paid (in the case of Verisight's liability) or owing (in the case of Client's liability) to Verisight under this Agreement. In no event will Client or Verisight (or their respective affiliates, officers, directors, employees, contractors, agents or representatives) be liable for any special, consequential, incidental, punitive or exemplary damages or loss (nor any loss of profits, savings, data, use of software or hardware or business opportunity, or interruption of business) even if advised of the possibility of such loss.

6. Termination (a) Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other party.

(b) Client will pay Verisight for all services rendered (including deliverables and products delivered), expenses incurred and commitments made by Verisight through the effective date of termination.

7. General (a) Except for the payment of money, neither party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

(b) No term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

(c) Neither party may assign or transfer this Agreement without the other party's prior

written consent except Verisight may assign this Agreement to any of its affiliates or a successor in interest now or hereafter in existence.

(d) Any notices given pursuant to this Agreement will be in writing, delivered to the addresses set forth in the Engagement Letter or Proposal (unless changed by either party by notice to the other party), and will be effective upon receipt.

(e) If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

(f) Each party is an independent contractor and not an employee, agent, joint venturer or partner of the other.

(g) Verisight may from time to time use subcontractors to deliver specific products or services to Client. The management of and all financial arrangements with subcontractors will be Verisight's responsibility.

(h) The terms of this Agreement which by their nature are to survive this Agreement will survive its expiration or termination.

(i) The parties acknowledge that they may correspond or convey documentation via various forms of electronic transmission (including, but not limited to, email, FTP, and cloud-based sharing and hosting applications) and that neither party has control over the performance, reliability, availability or security of these electronic transmission methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, disclosure or alteration of any electronic transmission due to any reason beyond its reasonable control.

(j) Neither party intends that there be any third party beneficiaries to this Agreement.

(k) Neither party will use the other party's name, trademarks, service marks, logos, trade names and/or branding without such party's prior written consent.

Notwithstanding the foregoing, Verisight may mention Client's name and provide a general description of the engagement in Verisight's client lists and marketing

materials.

(l) The parties agree that this Agreement and any dispute or claim arising out of or relating to this Agreement or the services will be governed by and construed in accordance with the laws of the State of Delaware. The parties agree that all litigation or other legal proceedings under this Agreement will be brought in the State or Federal courts located therein. The parties agree to this choice of law, jurisdiction and venue, and waive the defense of an inconvenient forum. Additionally, the parties waive trial by jury and agree that any dispute or claim should be resolved by a judge without a jury.

(m) Any action against either party by the other in connection with this Agreement must be brought within eighteen (18) months after the cause of action arises.

1.888.401.5629
www.verisightgroup.com

Kevin Paulsen
Verisight
Engagement Leader, Compensation Consulting Services
1930 St. Andrews Ct., Suite V
Cedar Rapids, IA 52402

O: 319.393.4836
Kevin.Paulsen@VerisightGroup.com

©2015 Verisight, Inc. All Rights Reserved.

