

North Florida Water Utilities Authority

Regular Meeting

Agenda

Sept. 3, 2025 9:30 AM

Suwannee County Judicial Annex
218 Parshley Street
Live Oak, FL 32064

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Additions & Deletions
5. Approval of Agenda

Public Comment:

Discussion items:

- (PUBLIC HEARING) NFWUA FY 2025/26 budget resolution with amended budget (Attorney)
Request approval of the budget resolution and final amended budget. Approved budget will be posted on NFWUA website after board approval is received.
- Approval of meeting minutes – July 30, 2025
- Approval of payments
- Approval of FY 2025/26 board meeting dates
Request approval of FY 2025/26 NFWUA board meeting schedule and will have it posted to website once approval obtained
- Ratification of Interlocal agreement for Operation & Maintenance Services
- NFWUA rate study update from Raftelis: (Henry Brown and Matt Ori)
Informational Item

- Powell & Associates accounting update – (Richard Powell)

- NFWUA business plan update – (Executive Director)
Informational item

- Approval of legal service agreement for Grady Williams - (Executive Director)
Requesting approval of legal services agreement for Grady Williams.

- Approval of Edmunds/UMBS billing system cloud hosting agreement (Executive Director)
Requesting approval of service/implementation agreement pending review/guidance of NFWUA attorney.

- Approval of Nexbillpay agreement for online bill payment services (Executive Director)
Requesting approval of Nexbillpay Service Agreement Pending Review/guidance of NFWUA Attorney.

- Approval of Data Integrity Services (DIS) IT implementation & service agreement for Office365 implementation, end point security and IT Support (Executive Director)
Requesting approval of DIS IT implementation and services agreement

- Consideration of business expense tools from First Federal Bank -credit card or line of credit. (Executive Director)
Requesting board approval to apply for corporate credit card from First Federal Bank with \$12, 500 monthly limit and 14.9% interest rate. following limitations apply
 - Monthly auto-payment configured
 - Use governed by procurement policy

- Back Office task update for Oct 1st readiness (Executive Director)
Information only

Adjournment

**NORTH FLORIDA WATER UTILITIES AUTHORITY
RESOLUTION NO. 2024-2025-01**

**A RESOLUTION OF THE BOARD OF
DIRECTORS OF THE NORTH FLORIDA
WATER UTILITIES AUTHORITY ADOPTING
FISCAL YEAR 2025-2026 ANNUAL BUDGET;
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the annual budget for the North Florida Water Utilities Authority (the "Authority") for Fiscal Year 2025-2026, beginning on October 1, 2025, and continuing through September 30, 2026, incorporates anticipated revenues and expenditures for all utility assets, facilities, infrastructure, and systems to be maintained or operated by the Authority for such period; and

WHEREAS, Article XI.a. of the Interlocal Agreement by and between Columbia County, Florida, and Suwannee County, Florida, as the participating counties, which created the Authority as a multicounty, independent special district of the State of Florida pursuant to general law, and s. 189.016, Florida Statutes, re Reports; budgets; audits of special districts of the State of Florida, direct and require that the Authority adopt its annual budget for its upcoming first full fiscal year; and

WHEREAS, the Executive Director for the Authority, with the direction and input of the Board of Directors of the Authority, and of the County Manager and Administrator for the participating counties, has prepared and submitted a tentative budget for Fiscal Year 2025-2026, and the Authority has duly published notice of its public hearing to consider the final adoption of its annual budget for Fiscal Year 2025-2026; and

WHEREAS, the Authority has published its proposed budget for Fiscal Year 2025-2026, the final version of which is attached hereto as Exhibit "A" and herein incorporated by reference; and

WHEREAS, at or about 9:30 a.m., or as soon thereafter as may be heard, on this 3rd day of September, 2025, the Board of Directors for the Authority has conducted a duly noticed public hearing on the Authority's proposed final adoption of the proposed budget for Fiscal Year 2025-2026; and

WHEREAS, the Authority finds that it is in its best interest, and in the best interest of its ratepayers as a whole, and of the citizens and residents of Columbia and Suwannee Counties, Florida, to adopt its annual budget for Fiscal Year 2025-2026 in the form as attached as Exhibit "A" hereto, being the same budget as published by the Board in advance of the public hearing.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH FLORIDA WATER UTILITIES AUTHORITY, an independent special district of the State of Florida, as follows:

Section 1. The Board does hereby formally adopt and approve the Authority's annual budget for Fiscal Year 2025-2026 in the form as attached hereto as Exhibit "A".

Section 2. This Resolution shall become effective upon adoption.

DULY ADOPTED by the Board of Directors of the North Florida Water Utilities Authority on September 3, 2025.

NORTH FLORIDA WATER UTILITIES
AUTHORITY, BY ITS BOARD OF DIRECTORS

By: _____
Rocky Ford, Chairman

ATTEST:

By: _____
James M. Swisher, Jr.,
Recording Secretary
North Florida Water Utilities Authority

(Seal)

Exhibit A

NORTH FLORIDA WATER UTILITIES AUTHORITY

DRAFT BUDGET

Approved on 7/30/2025

For the Year Ending September 30, 2026

	FY 2024-25	FY 2025-26
	Final	Tentative
	Budget	Budget
REVENUES		
Intergovernmental Revenue		
Grant from Columbia County	\$ 150,000	\$ 520,648
Grant from Suwannee County	150,000	520,648
Total Intergovernmental Revenue	300,000	1,041,297
Utility Revenue		
Utility Revenue	-	731,970
Total Utility Revenue	-	731,970
Reserve Revenue		
Emergency Repair Grant -Columbia County	-	100,000
Emergency Repair Grant -Suwannee County	-	52,000
Total Reserve Revenue	-	152,000
State Appropriation/Grant Revenue		
Ellisville Water/Sewer Project	-	1,900,000
Total State Appropriation/Grant Revenue	-	1,900,000
Miscellaneous Revenue		
Interest Earnings	100	100
Total Miscellaneous Revenue	100	100
Total Revenues	300,100	3,825,367
Less 5% of Revenues	(15,005)	(88,663)
Estimated Beginning Cash	100,900	80,874
TOTAL REVENUES, TRANSFERS AND BALANCES	\$ 385,995	\$ 3,817,577
EXPENSES		
Utility Operations & Maintenance		
Personnel Services	\$ 200,000	\$ 223,501
Contractual Services	147,000	-
Operations, Maintenance and Supplies	-	823,969
Insurance	12,000	-
Office Supplies	2,500	-
Legal Ads	3,000	-
Total Utility Operations and Maintenance	364,500	1,047,470
Utility Administration		
Personnel Services	\$ -	\$ 263,697
Contractual Services	-	155,000
Insurance	-	44,100
Office Supplies	-	2,200
Legal Adds	-	3,273
Equipment	-	15,000
Fuel	-	3,561
IT Hardware and Software	-	8,000
Total Utility Administration	\$ -	\$ 486,831
State Appropriation/Grant Expense		
Ellisville Water/Sewer Project	\$ -	\$ 1,900,000
Total State Appropriation/Grant Revenue	\$ -	\$ 1,900,000
RESERVES		
Contingency	10,595	200,000
Revenue Reserve	-	31,276
Emergency Repairs -Columbia County	-	100,000
Emergency Repairs -Suwannee County	-	52,000
Total Reserves	10,595	383,276
TOTAL EXPENSES AND RESERVES	375,095	3,817,577

North Florida Water Utilities Authority

July 30, 2025 09:30 AM

The North Florida Water Utilities Authority (NFWUA) met in a scheduled meeting at the Duval Place Executive Conference Room-971 West Duval Street Lake City, Fl. 32055. The meeting was opened with prayer and the Pledge of Allegiance to the Flag of the United States of America followed.

Board Attendance:

Chairman, Commissioner Rocky Ford

Vice-Chairman, Commissioner Franklin White

Board Member, Commissioner Timothy Murphy

Board Member, Commissioner Leo Mobley

Others in Attendance:

County Manager, David Kraus

Suwannee County Manager, Greg Scott

NFWUA Attorney, Grady Williams

Executive Director, Shannon Roberts

Suwannee County Attorney, Adam Morrison

Columbia County Attorney, Joel Foreman

Assistant County Manager, Kevin Kirby

IT Specialist Director, Todd Manning

Deputy Clerk, Tricia Carter

Deputy Clerk, Melissa Williams

Additions and Deletions: none

Approval of Agenda

MOTION by Commissioner, Franklin White to approve agenda. SECOND by Commissioner, Timothy Murphy. The motion carried unanimously.

Public Comment

The following Citizens offered public comment:

- Stew Lilker

Discussion and Actions:

1. Approval of Minutes:

July 2, 2025

MOTION by Commissioner, Timothy Murphy to approve the minutes from July 2nd 2025 for the NFWUA meeting. SECOND by Commissioner, Franklin White. The motion carried unanimously.

2. Bills & Vouchers:

Please see the attached bill and vouchers dated for 06/25/2025-07/23/2025 in the amount of \$56,650.05.

MOTION by Commissioner, Timothy Murphy to approve the payment of bill and vouchers in the amount of \$56,650.05. SECOND by Commissioner, Franklin White. The motion carried unanimously.

3. Interlocal Agreement for NFWUA O & M Services (with attachments)

Executive Director, Shannon Roberts brought additional attachments which are exhibits listed as (A, B, C,).

NFWUA Attorney Grady Williams and Columbia County Attorney Joel Foreman spoke about this being a 5-year agreement.

County Manager, David Kraus stated they will need an agreement with Columbia County to have the billing done on the Columbia County server.

Executive Director, Shannon Roberts stated that he has a meeting on Thursday 07/31/2025 in regards to this issue.

Suwannee County Attorney, Adam Morrison made a comment about not spending the money to makes sure that this agreement does work.

Columbia County Attorney, Joel Foreman stated that everything that is done on this Interlocal Agreement can be reversed.

Chairman, Rocky Ford and Commissioner Timothy Murphy Spoke about the IT issues and the security issues.

IT Specialist Director, Todd Manning stated that the solution would be a on site server and software and move everything to a cloud version. Todd Manning stated that it will not take place before 10/01/2025 and the cost will be per customer.

Executive Director, Shannon Roberts asked about the price of the cloud version and they should have the price by August 4th 2025.

Discussion ensued about # 5,11,12, and # 13 on the Interlocal Agreement. Chairman, Rocky Ford, Commissioner, Timothy Murphy, Executive Director, Shannon Roberts, Assistant County Manager, Kevin Kirby, County Attorney, Joel Foreman, Suwannee County Attorney Adam Morrison and Suwannee County Manager, Greg Scott all commented in the discussion.

Columbia County Attorney; Joel Foreman addressed the concern of County Commissioner Timothy Murphy about # 11 on the Interlocal Agreement. Columbia County Attorney, Joel Foreman stated that the NFWUA will address the issue first and then let everyone know what the expectation are and can make more agreements as needed.

Discussion was ensued.

MOTION by Commissioner, Franklin White approved the Interlocal Agreement for NFWUA O & M services. SECOND by Commissioner, Leo Mobley. The motion was carried unanimously.

4. Interlocal Agreement for NFWUA Grant Management Services- NFWUA Attorney, Grady Williams And Columbia County Attorney Joel Foreman

Grady Williams asked Columbia County to act as the bank to front the money and then get reimbursed from the grants

Discussion was ensued.

MOTION by Commissioner Timothy Murphy to approve Interlocal Agreement for Grant Management services. SECOND by Commissioner Leo Mobley. The motion was carried unanimously.

5. Presentation from Michael Grissom – Lobbyist Services:

Lobbyist Michael Grissom is requesting for Andy Palmer and himself to be hired as a lobbyist for the NFWUA board. He is asking for a fee of \$ 5000.00 a month to be split between Andy Palmer and himself. He stated that he will get a proposal ready and bring it back before the board.

6. Confirmation of Public hearing for Final Budget Approval:

NFWUA Attorney Grady Williams added the date for the Public Hearing for the NFWUA meeting. The date will be September 3rd, 2025 @ 09:30 AM for the Public Meeting and will be followed by the regular scheduled monthly meeting in Live Oak Florida. The NFWUA board is in agreement.

7. Powell & Associates Accounting Services Agreement:

NFWUA Attorney, Grady White stated that he was looking for the board's approval for this agreement.

- The following Citizen asked a question on this agreement.
- Stew Lilker

Discussion ensued.

MOTION by Commissioner, Timothy Murphy to approve the Powell & Associates Accounting Services Agreement. SECOND by Commissioner, Franklin White. The motion was carried unanimously.

8. Customer Breakdown- Update

Executive Director, Shannon Roberts completed the analysis.

9. Suwannee County Budget Workshop dates:

Executive Director, Shannon Roberts confirmed that the Suwannee County Budget Workshop dates are on August 5th 2025 and August 6th 2025.

10. Fort White Meeting Update:

County Manager, David Kraus and Executive Director Shannon Roberts attended the Fort White Meeting:

- On Thursday they will have a workshop on utilities.
- They did inform them that operations are being transferred from the County to the North Florida Waters Utilities Authority
- Executive Director Shannon Roberts stated that they were concerned with the Ellisville and Fort White construction and when it would be completed.

11. FDEP Grant Application for generators:

Executive Director, Shannon Roberts offered an update on the grants for the new generators.

Board Comments: There were no Board comments.

Open Public Comments: None

Adjournment:

There being no further business, meeting was adjourned at 11:18 AM.

ATTEST:

Rocky Ford, Chairman

Columbia County Commissioner

James M. Swisher, Jr.

Clerk of Court & County Comptroller



North Florida Water Utilities Authority

PO Box 1529
Lake City, FL 32056
(755) 755-4100

Agenda Title

Bills and Vouchers - 7/24/2025 - 8/29/2025 - \$27,890.80

Nature and Purpose

This item requests Board approval for the payment of bills and vouchers in the amount of \$27,890.80 submitted - 7/24/2025 - 8/29/2025. All funds authorized for the issuance of these checks have been budgeted. The Clerk to the Board office reviews bills and vouchers submitted for approval. If for any reason, any of these bills are not recommended for approval, the Clerk to Board office will notify the Board. The Clerk to the Board office maintains copies of invoices and supporting documentation for review.

Recommended Motion/Action

Approve payment of bills and vouchers in the amount of \$27,890.80

ACCOUNT NUMBER	PAYMENT DATE	DESCRIPTION	VENDOR NAME	AMOUNT
602-3600-536.30-56	08/29/2025	REIMBURSE FOR FUEL & TAG	SHANNON L ROBERTS	\$ 131.78
602-3600-536.30-31	08/29/2025	RATE STUDY	RAFTELIS	\$ 6,255.00
602-3600-536.30-31	08/29/2025	SEPTEMBER RETAINER	GRADY H WILLIAMS	\$ 6,000.00
602-3600-536.30-45	08/29/2025	AUTO INSURANCE	FLORIDA MUNICIPAL	\$ 1,739.00
602-3600-536.10-24	08/29/2025	WORKERS COMP	FLORIDA MUNICIPAL	\$ 1,132.00
602-3600-536.30-47	08/14/2025	JULY RETAINER FEE	LAKE CITY REPORTER	\$ 457.88
602-3600-536.30-31	08/14/2025	AUGUST RETAINER FEE	GRADY H WILLIAMS	\$ 6,000.00
602-3600-536.30-45	08/14/2025	AUTO INSURANCE	FLORIDA MUNICIPAL	\$ 344.00
602-3600-536.10-12	08/14/2025	SALARIES	CLERK OF CIRCUIT	\$ 4,808.00
602-3600-536.10-21	08/14/2025	FICA	CLERK OF CIRCUIT	\$ 367.81
602-3600-536.10-22	08/14/2025	RETIREMENT	CLERK OF CIRCUIT	\$ 655.33
				<u>\$27,890.80</u>

PREPARED 08/29/2025, 09:48:41
PROGRAM: GM270L
COLUMBIA COUNTY

DETAIL TH

AS OF (

FUND 602 NFWUA FUND

ACCOUNT	DESCRIPTION
0000-101.15-00	CASH / FIRST FEDERAL
0000-272.10-00	RETAINED EARNINGS / RETAINED EARNINGS
0000-337.52-00	GRANTS FM OTHER LOCAL UNI / COLUMBIA COUNTY
0000-337.53-00	GRANTS FM OTHER LOCAL UNI / SUWANNEE COUNTY
0000-361.10-00	INTEREST & OTHER EARNINGS / INTEREST EARNINGS
3600-536.10-12	PERSONAL SERVICES / SALARIES
3600-536.10-21	PERSONAL SERVICES / FICA TAXES
3600-536.10-22	PERSONAL SERVICES / RETIREMENT
3600-536.10-24	PERSONAL SERVICES / WORKERS COMPENSATION
3600-536.30-31	OPERATING EXPENDITURES / PROFESSIONAL SERVICES
3600-536.30-34	OPERATING EXPENDITURES / CONTRACTUAL SERVICES
3600-536.30-45	OPERATING EXPENDITURES / GENERAL INSURANCE
3600-536.30-47	OPERATING EXPENDITURES / PRINTING & LEGAL ADS
3600-536.30-49	OPERATING EXPENDITURES / OTHER CHARGES
3600-536.30-51	OPERATING EXPENDITURES / OFFICE SUPPLIES
3600-536.30-56	OPERATING EXPENDITURES / GAS & OIL

FUND TOTALS

FUND IS IN BALANCE

**NOTICE OF REGULAR MEETINGS OF NORTH FLORIDA WATER UTILITIES
AUTHORITY BOARD**

The Board of Directors of the North Florida Water Utilities Authority will meet monthly at 9:30 A.M. in Regular Session on the following dates:

Lake City Meetings:

October 1, 2025
December 3, 2025
February 4, 2026
April 1, 2026
June 3, 2026
July 29, 2026

Live Oak Meetings

November 5, 2025
January 7, 2026
March 4, 2026
May 6, 2026
July 1, 2026
September 2, 2026

Lake City Meetings meet in the Columbia County Tourist Development Conference Room, 971 W. Duval Street, Lake City, FL 32055.

Live Oak Meetings meet in the Suwannee County Judicial Annex, 218 Parshley Street SW, Live Oak, FL 32064

In accordance with the Florida Statutes and Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the North Florida Water Utilities Authority by mail to James M. Swisher, Jr. Columbia County Clerk of Court & Comptroller, 173 NE Hernando Avenue, Lake City, Florida 32055 or by telephone at (386) 758-1041, no later than 48 hours prior to the hearing or proceeding for which this notice has been given. Persons requiring auditory assistance may access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD).

If any person intends to appeal any decision related to this action, such person will need to provide a court reporter at such person's expense, for a transcript of the proceedings. All interested persons are invited to attend.

For further information, call (386) 758-1041.

INTERLOCAL AGREEMENT FOR
TRANSITION, MANAGEMENT AND OPERATION OF
WATER AND WASTEWATER UTILITY ASSETS
TO NORTH FLORIDA WATER UTILITIES AUTHORITY

This Agreement ("Agreement") is made and entered into this 5th day of August, 2025, to be effective upon the signature of the last of the parties to this Agreement. The parties to this Agreement are (i) Columbia County, Florida, a political subdivision of the State of Florida ("Columbia"), (ii) Suwannee County, Florida, a political subdivision of the State of Florida ("Suwannee"), and (iii) North Florida Water Utilities Authority, an independent special district of the State of Florida ("NFWUA") created under General Law by Interlocal Agreement by and between Columbia and Suwannee dated effective April 18, 2024, forming NFWUA (the "NFWUA Interlocal Agreement"). Columbia or Suwannee may be referred to in the singular herein as "County" or in the plural as "Counties". Columbia, Suwannee, and NFWUA may be referred to herein as "parties" when referring to more than one of them, or as a "party" when referring to only one of them.

BACKGROUND

A.r The parties wish for NFWUA to take over the responsibility and day-to-day operations and maintenance of the respective water and wastewater utility assets of Columbia and Suwannee commencing October 1, 2025, and continuing through the term of this Agreement, as was generally contemplated by the NFWUA Interlocal Agreement.

B.r The parties therefore have agreed in writing to the terms and provisions of the maintenance and operation of water and wastewater utility assets by NFWUA for FY 2025-2026, which begins on October 1, 2025, and ends on September 30, 2026.

CONSIDERATION

FOR AND IN CONSIDERATION of the foregoing premises, for \$10.00 cash in hand paid by each party to the other parties, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby expressly acknowledged, the parties covenant and agree as follows:

TERMS AND CONDITIONS

1.r The foregoing BACKGROUND statements and identification of the parties are true and correct in all material respects and constitute a material part of this Agreement.

2.o Attached hereto as Exhibit "A" are the identified water and wastewater assets of Columbia which shall be maintained and operated by NFWUA in accordance with applicable law, rules, and regulations, commencing October 1, 2025. Those utility assets may be referred to herein as the "Columbia Utility Assets."

3.o Attached hereto as Exhibit "B" are the identified water and wastewater assets of Suwannee which shall be maintained and operated by NFWUA in accordance with applicable law, rules, and regulations, commencing October 1, 2025. Those utility assets may be referred to herein as the "Suwannee Utility Assets."

4.o NFWUA shall be funded by (i) appropriations from each of Columbia and Suwannee based on a budget appropriation request for FY 2025-2026, which is attached hereto as Exhibit "C", as approved by the governing bodies of Columbia and Suwannee, respectively, (ii) revenue generated by the operation and maintenance of the Columbia Utility Assets and the Suwannee Utility Assets for FY 2025-2026, and (iii) any grants, loans, or appropriations to NFWUA re the Columbia Utility Assets, Suwannee Utility Assets, the Utilities Services, as defined below, or any other such awards made in the name of NFWUA. By written amendment to this Agreement, the annual budget appropriation request of NFWUA to each of the Counties for subsequent Fiscal Years during the term of this Agreement, and of any renewal thereof, shall be made a part of this Agreement.

5.o Any shortfall in the operating cost of NFWUA shall be addressed by a request for additional budget appropriations to the governing bodies of Columbia and Suwannee.

6.o NFWUA shall be responsible for the following services ("Utilities Services") in connection with NFWUA's operation and maintenance of the Columbia Utility Assets and the Suwannee Utility Assets:

a.o Operate and maintain each permitted Wastewater Treatment Plant ("WWTP") and Water Treatment Plant ("WTP") using a duly licensed plant operator for that plant facility, along with additional support utility workers and staff.

b.o Operate and maintain the other assets and functions of the water and wastewater utilities.

c.o Perform or cause to be performed environmental service to provide data and reports required by existing permits.

d.o Meter reading, billing and customer services.

e.o Administrative support services including finance, accounting, and information technology support.

7.o NFWUA shall provide monthly information reports to Columbia and Suwannee identifying the financial operations of NFWUA, including the costs and revenues generated by the Utilities Services. In addition, after the termination of this Agreement, a final "true up" information report shall be provided to Columbia and Suwannee by NFWUA.

8.e NFWUA shall apply in its own name and assume oversight and administration of all such water and/or wastewater utility grants, loans, and/or state appropriations issued, allocated or awarded in the name of NFWUA for water and wastewater system additions, expansions, and improvements within Columbia or Suwannee County, and each such grant, loan, and/or state appropriations shall be subject to inclusion in a separate Interlocal Agreement between NFWUA and the County or Counties affected. To the extent any such grant or loan shall be reimbursement based and specifically relates to Columbia Utility Assets or Suwannee Utility Assets, NFWUA shall request such County to advance, on an as-needed basis, such funds subject to reimbursement to that County. For projects that are not specific to either County or either County's utility assets, NFWUA may prorate such amounts for reimbursement request, request either or both counties to advance such funds on an as-needed basis, and do so with the understanding that the contributing county shall be reimbursed under the grant. Any water and/or wastewater utility grants, loans, and/or state appropriations issued, allocated or awarded in the name of Columbia or Suwannee shall be reviewed for possible acceptance for oversight and administration by NFWUA, with appropriate budgeting and funding to NFWUA for such services, from the affected County or Counties.

9.e NFWUA shall be named as an additional insured on each of Suwannee and Columbia's property and casualty insurance coverage for the Suwannee Utility Assets and the Columbia Utility Assets, respectively. Each of Suwannee and Columbia shall retain the risk of loss in the same manner as would the owner of any other facility, equipment or property. NFWUA shall be responsible for obtaining its own liability insurance coverage.

10.e NFWUA shall identify employees of Suwannee and Columbia to be transferred to NFWUA, subject to the consent of the employee, effective October 1, 2025. Otherwise, NFWUA shall utilize outside vendors to assist with its provision of Utilities Services under this Agreement. To the extent practicable, NFWUA shall maintain consistency in the Suwannee or Columbia employee's benefits packages such that if such employee is required to return to work for the county from which he or she was hired, the benefits would remain consistent.

11.e Unless otherwise separately budgeted, appropriated by Columbia and Suwannee, and procured by NFWUA, neither Columbia nor Suwannee shall be obligated to provide supplemental equipment, vehicles, materials or other consumables necessary for NFWUA to operate and maintain the Columbia Utility Assets and the Suwannee Utility Assets. This paragraph shall not be construed to prohibit or otherwise limit either county from making additional contributions of capital, equipment, or manpower to NFWUA.

12.e NFWUA shall not undertake any capital improvements to the Columbia Utility Assets without the written consent of Columbia. Columbia shall be separately liable and responsible for such capital improvement costs, unless otherwise appropriated by

Columbia to NFWUA, or the subject of third-party grant, loan, or state appropriation funding.

13.e NFWUA shall not undertake any capital improvements to the Suwannee Utility Assets without the written consent of Suwannee. Suwannee shall be separately liable and responsible for such capital improvement costs, unless otherwise appropriated by Suwannee to NFWUA, or the subject of third-party grant, loan, or state appropriation funding.

14.e In the event of an emergency, NFWUA shall take all steps reasonably necessary to address the emergency without obtaining prior approval from Columbia or Suwannee, as the case may be, and shall notify that affected party as soon as reasonably possible after addressing the emergency.

15.e As soon as practical, NFWUA shall open accounts with any and all utilities, including but not limited to, electric, telephone, and garbage provider in its own name.

16.e This Agreement is intended in part to provide for a smooth transition of the future ownership of the Columbia Utility Assets and the Suwannee Utility Assets from each of Columbia and Suwannee, respectively, to NFWUA. However, prior to such future legal transfer of ownership of utility assets, as ultimately contemplated by the NFWUA Interlocal Agreement, it is necessary and appropriate for NFWUA to operate and maintain the Columbia Utilities Assets and the Suwannee Utilities Assets, and to the greatest extent possible combine their operation and maintenance under a single public utility providing for water and wastewater utility services within NFWUA's geographic boundaries.

17.e This Agreement shall have an initial term of October 1, 2025, through and including September 30, 2030. The term of this Agreement shall renew automatically on an annual basis each succeeding Fiscal Year (i.e., Oct. 1 through and including the following September 30), unless (i) prior to Oct. 1 of that Fiscal Year, Columbia or Suwannee has not appropriated funds for the continued operation of NFWUA for the proposes as contemplated under this Agreement or the NFWUA Interlocal Agreement, or (ii) NFWUA has acquired all of the Suwannee Utility Assets and the Columbia Utility Assets prior to such Oct. 1, in which case this Agreement shall terminate upon the date of closing on the transfer of such utility assets to NFWUA.

18.e NFWUA shall continue Columbia and Suwannee's respective laboratory services existing agreements or shall enter into replacement agreements in its own name.

19.e If required for operations by any regulatory agency other than Columbia or Suwannee, Columbia and Suwannee shall immediately transfer or take the steps necessary to transfer to NFWUA all permits which are now transferrable for maintenance and operations purposes related to the Utilities Services. Any such permits not now transferrable until a closing on the transfer of legal ownership of the Columbia Utility

Assets or Suwannee Utility Assets to NFWUA shall be deferred until closing on such transfer of ownership.

20.o NFWUA shall obtain for itself or for its agents, officers, and employees, all required occupational licenses, as applicable.

21.o To the extent possible, the parties will cooperate with each other to attempt to assign and transfer to NFWUA as many existing contracts Columbia or Suwannee presently have with third parties that apply to the Utilities Services.

22.o Staff or other representatives of NFWUA, Columbia, and Suwannee should routinely meet to discuss the progress of transitioning the operation of the Columbia Utility Assets and/or the Suwannee Utility Assets to NFWUA. The parties shall use good faith efforts to meet the transition schedule of October 1, 2025, for operations and maintenance, and of any future established transition date for legal ownership transition to NFWUA.

23.o Each party shall comply with all local, State and federal laws, codes, ordinances and regulations as they pertain to the Columbia Utility Assets, Suwannee Utility Assets, and the Utilities Services.

24.o The following shall be utilized for purposes of giving notice under this Agreement, which may be amended by any party by giving notice of such change to the other parties:

To Columbia: County Manager, Columbia County, FL
135 NE Hernando Ave., Ste. 203
Lake City, FL 32055
Phone: 386-758-1005
Fax: 386-758-2182
Email: bccadmin@columbiacountyfla.com

With Copy: Joel Foreman, Columbia County Attorney
P.O. Box 550
Lake City, FL 32056-0550
Phone: 386-752-8420
Email: jforeman@columbiacountyfla.com

To Suwannee: County Administrator
224 Pine Av. SW, 2nd Floor
Live Oak, FL 32064
Phone: 386-364-3400
Email: GregS@SuwCountyFL.gov

With Copy:

Adam L. Morrison, Suwannee County Attorney
108 West Howard Street a
Live Oak, FL 32064a
Phone: 386-208-1080
Fax: 386-208-1090a
Email: adam.morrison@suwanneelawyers.com

To NFWUA:

Executive Director, NFWUA
Shannon Roberts
135 NE Hernando Ave., Ste. 203
Lake City, FL 32055 Phone: 386-590-0732
Email: ShannonR@suwcountnyfl.gov

With Copy:

Grady Williams, NFWUA Attorney
1543 Kingsley Ave., Ste. 5
Orange Park, FL 32073
Phone: 904-264-8800
Fax: 904-264-0155
Email: grady@floridaelder.com

25.a The parties shall continue to be bound by the NFWUA Interlocal Agreement, a to the that this Agreement does not specifically supersede the general provisions of that prior agreement. Otherwise, this Agreement shall be the sole agreement between the parties concerning the specific subject matter expressly addressed in this Agreement.

26.a This Agreement shall be filed with the Clerk of the Circuit Court for Suwannee County and with the Clerk of the Circuit Court for Columbia County, Florida, pursuant to section 163.01(11), Florida Statutes.

[Intentionally Left Blank; Signatures Begin Next Page]

IN WITNESS WHEREOF the Boards of County Commissioners of Columbia County and Suwannee County, Florida, and the Board of the North Florida Water Utilities Authority, have each entered into this Agreement and have caused it to be executed by their duly authorized officers.

COLUMBIA COUNTY, FLORIDA

A political subdivision of the State of Florida

SIGNED: [Signature]
Chairman of the Columbia County Board of County Commissioners

ATTEST: [Signature]
Clerk for the Columbia County Board of County Commissioners

DATE: 8/22/25

SUWANNEE COUNTY, FLORIDA

A political subdivision of the State of Florida

SIGNED: [Signature]
Chairman of the Suwannee County Board of County Commissioners

ATTEST: [Signature]
Clerk for the Suwannee County Board of County Commissioners

DATE: 08.05.2025

NORTH FLORIDA WATER UTILITIES AUTHORITY

An independent special district of the State of Florida

SIGNED: [Signature]
Chairman of the North Florida Water Utilities Authority Board of Directors

ATTEST: [Signature]
Clerk or Recording Secretary for the North Florida Water Utilities Authority

DATE: 7-30-2025

Exhibit "A"
Columbia Utility Assets

Service	County	Facility	O&M Services	Asset Transfer
Water	Columbia County	Ellisville WTF	YES	YES
		Mason City WTF	YES	YES
		Ft. White WTF	YES*	NO**
Sewer	Columbia County	Ellisville WWTF	YES	YES
Notes:	<p>*O & M service contingent upon assignment of current services agreement between Columbia County and Town of Ft. White to NFWUA.</p> <p>**Ft. White WTF is not owned by Columbia County and not subject to facility transfer of ownership without the approval of Ft. White town council.</p>			

Exhibit "B"

Suwannee Utility Assets

Service	County	Facility	O&M Services	Asset Transfer
Water	Suwannee County	SC CIP WTF	YES	YES
		CR-137 WTF	YES	YES
Sewer	Suwannee County	CR-136 WWTF	YES	YES

Exhibit C

NORTH FLORIDA WATER UTILITIES AUTHORITY

INTERIM BUDGET

Approved on 7/2/2025

For the Year Ending September 30, 2026

	FY 2024-25 <u>Final Budget</u>	FY 2025-26 <u>Tentative Budget</u>
REVENUES		
Intergovernmental Revenue		
Grant from Columbia County	\$ 150,000	\$ 520,648
Grant from Suwannee County	150,000	520,648
Total Intergovernmental Revenue	<u>300,000</u>	<u>1,041,297</u>
Utility Revenue		
Utility Revenue	-	731,970
Total Utility Revenue	-	731,970
Miscellaneous Revenue		
Interest Earnings	100	100
Total Miscellaneous Revenue	<u>100</u>	<u>100</u>
Total Revenues	<u>300,100</u>	<u>1,773,367</u>
Less 5% of Revenues	<u>(15,005)</u>	<u>(88,668)</u>
Estimated Beginning Cash	100,900	80,874
TOTAL REVENUES, TRANSFERS AND BALANCES	<u>\$ 385,995</u>	<u>\$ 1,765,572</u>
EXPENSES		
Utility Operations & Maintenance		
Personnel Services	\$ 200,000	\$ 223,501
Contractual Services	147,000	-
Operations, Maintenance and Supplies	-	823,969
Insurance	12,000	-
Office Supplies	2,500	-
Legal Ads	3,000	-
Total Utility Operations and Maintenance	<u>364,500</u>	<u>1,047,470</u>
Utility Administration		
Personnel Services	\$ -	\$ 263,697
Contractual Services	-	155,000
Insurance	-	44,100
Office Supplies	-	2,200
Legal Adds	-	3,273
Equipment	-	15,000
Fuel	-	3,561
IT Hardware and Software	-	8,000
Total Utility Administration	<u>\$ -</u>	<u>\$ 486,831</u>
RESERVES		
Contingency	<u>10,595</u>	<u>200,000</u>
Revenue Reserve	-	31,271
Total Reserves	<u>10,595</u>	<u>231,271</u>
TOTAL EXPENSES AND RESERVES	<u>375,095</u>	<u>1,765,572</u>

AGREEMENT BETWEEN NORTH FLORIDA WATER UTILITIES
AUTHORITY AND
GRADY H. WILLIAMS, JR., LL.M., ATTORNEYS AT LAW, P.A.

This AGREEMENT is entered into in Columbia County and Suwannee County, Florida, by and between the NORTH FLORIDA WATER UTILITIES AUTHORITY (the AGENCY), an independent special district of THE STATE OF FLORIDA, with its current registered office located at 135 N.E. Hernando Avenue, Suite 203, Lake City, Florida 32055, and GRADY H. WILLIAMS, JR., LL.M., ATTORNEYS AT LAW, P.A., a Florida professional association (the CONTRACTOR), located at 1543-5 Kingsley Avenue, Orange Park, Florida 32073. This AGREEMENT shall bind the parties upon its execution by their representatives, with an effective date for commencement of services hereunder beginning October 1, 2025.

WHEREAS, the CONTRACTOR will serve as outside General Counsel for the AGENCY.

WHEREAS, the CONTRACTOR has the expertise necessary to perform the duties and responsibilities outlined in this AGREEMENT.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR

The AGENCY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the services set forth below. The CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the

AGENCY.

ARTICLE 2. SCOPE OF SERVICES

The CONTRACTOR will serve as outside General Counsel for the AGENCY. The CONTRACTOR agrees to provide routine services, covered by a monthly retainer agreement of \$6,250.00 per month, plus reimbursement of third-party costs. Routine services for the current term will consist of regular recurring monthly legal services to be provided by the CONTRACTOR to include review of regular Board of Directors ("Board") agenda outlines, handouts, minutes, attend regular and emergency meetings of the Board (typically once a calendar month, rotating between Lake City, Florida, and Live Oak, Florida) and any scheduled Board public workshops, attend annual Public Rate Hearing(s), attend Board committee meetings as needed or desired by the AGENCY, attend senior management and staff meetings of the AGENCY virtually, telephonically, or as in person as needed or desired by the AGENCY, serve as qualifications or selection committee participant, as needed or desired by the AGENCY, to provide legal counsel, advice, and additional recommendations based on the CONTRACTOR's experience providing legal representation to government owned and operated water and wastewater utilities, particular experience with the AGENCY predating its formation, and general knowledge of the water, wastewater, and reclaimed water public utility industry, routine contract review, easement and developer agreement review, legal advice and opinions, legal memoranda and correspondence, ad hoc special projects drafting and contract preparation, availability

to AGENCY staff, routine title review, coordinate title orders if requested by the AGENCY; non-litigation demands and representation on general day-to-day business of the AGENCY related to its water, wastewater and reuse water utility services and operations. Litigation will be as ordered by the AGENCY at hourly rates provided by the CONTRACTOR. Routine coordination and communication with County Attorneys for the participating counties (Columbia and Suwannee), and also with other counsel for the AGENCY, such as any statewide regulatory counsel (inclusive of advisory and legal support on negotiated utilities acquisitions, CUP renewals, regulatory changes and challenges, and related SRLF financing for same), public employment/labor law counsel, local litigation counsel approved by the Board, construction law and related controversy counsel, real estate title and transactional counsel, as applicable, real estate/title attorney, and bond/public finance counsel, as the same will be included in monthly retainer amount.

ARTICLE 3. TIME OF PERFORMANCE

This AGREEMENT shall begin on October 1, 2025, and end on September 30, 2026. The CONTRACTOR shall provide routine services and requested services within the CONTRACTOR's practice areas within a reasonable time of each such request, and for reoccurring events, either at the scheduled time of the event, such as attendance at a Board of Directors meeting, or within a reasonable time thereafter, as the context and circumstances may require. It is further contemplated that substantially all professional time provided under this AGREEMENT will be personally expended by GRADY H.

WILLIAMS, JR., LL.M., ATTORNEY, the Managing Attorney/Partner of the CONTRACTOR, onsite and/or offsite, in the performance of the CONTRACTOR's duties covered by the SCOPE OF SERVICES as set forth in ARTICLE 2., above, supplemented by the CONTRACTOR's own supporting paralegal and legal assistants staff. This is sought by the AGENCY to aid the continued professional development and team building of the AGENCY's senior management leaders and managerial staff members, and to ensure appropriate legal representation of and communications with the Board.

ARTICLE 4. CONSIDERATION

(1)e Fees and costs shall be paid in accordance with the provisions of ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES, including Exhibit 1.

(2)e Justified and reasonable travel expenses which are directly and exclusively related to the professional services rendered under this contract will be reimbursed in accordance with §112.061, Florida Statutes. For the purpose of computing travel expenses, the CONTRACTOR's place of business shall be that as listed in the Preamble to this AGREEMENT and all travel expenses shall be computed on that basis.

(3)e The AGENCY is exempted from payment of Florida state sales and use taxes and Federal Excise tax. The CONTRACTOR, however, shall not use the AGENCY's Tax exemption number to secure any materials or services. The CONTRACTOR shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this AGREEMENT.

(4)eThe CONTRACTOR shall not pledge the AGENCY's credit or make the AGENCY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(5)ePayment for services shall be issued in accordance with the provisions of Florida Statutes.

(6)eThe AGENCY's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board, if the terms of this AGREEMENT extend beyond the current fiscal year.

ARTICLE 5. DOCUMENTATION

(1)eThe CONTRACTOR shall submit monthly written invoices, in accordance with the requirements of ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES, paragraph D, Format for Invoices, for all fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. All invoices shall be submitted to the AGENCY to the attention of Accounts Payable, at the AGENCY's registered office as provided on the first page of this AGREEMENT, with a copy to any budget, finance, or accounts payable officer identified by the AGENCY. The AGENCY's contract administrator for this AGREEMENT, or his/her designee, shall review and approve all invoices. In addition, all invoices and all warrants for payment to the CONTRACTOR shall be submitted to the Board for the AGENCY for approval or for ratification, as the case may be.

(2)eCONTRACTOR shall, from the inception of the contractual relationship until

at least 4 years after the contract expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services. The private attorney shall make all such records available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

ARTICLE 6. PUBLIC RECORDS

All documents prepared pursuant to this agreement are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records as required by such law shall constitute grounds for unilateral cancellation of this AGREEMENT.

ARTICLE 7. TERMINATION OF AGREEMENT

(1) The AGENCY may terminate the AGREEMENT for its convenience or causes by giving five (5) days written notice by registered mail to the CONTRACTOR, specifying the effective date of termination. If this AGREEMENT is terminated, the CONTRACTOR shall be reimbursed for services satisfactorily performed subject to any damages sustained by the AGENCY.

(2) If this AGREEMENT is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the CONTRACTOR under this AGREEMENT shall be made available to and for the exclusive use of the AGENCY.

(3) Notwithstanding the above, the CONTRACTOR shall not be relieved of a liability to the AGENCY for damages sustained by the AGENCY by virtue of any termination or breach of this AGREEMENT by the CONTRACTOR.

ARTICLE 8. AMENDMENTS

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

ARTICLE 9. INDEPENDENT CONTRACTOR

The CONTRACTOR, and any of its employees, agents, or assigns, are independent contractors and not employees or agents of the AGENCY.

ARTICLE 10. LIABILITY

The AGENCY shall not assume any liability for the acts, omissions to act or negligence of the CONTRACTOR, its agents, servants, and employees, nor shall the CONTRACTOR disclaim its own negligence to the AGENCY or any third party.

The CONTRACTOR shall maintain, during the period of this AGREEMENT, a professional liability insurance policy for the professional services to be rendered.

ARTICLE 11. NONDISCRIMINATION AND COMPLIANCE

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

ARTICLE 12. ADMINISTRATION OF AGREEMENT

1.a The AGENCY's contract administrator shall initially be the Executive Director

for the AGENCY, Shannon Roberts, 135 N.E. Hernando Avenue, Ste. 203, Lake City, Florida 32055, or his designee. Upon full time employment of or the AGENCY's contracting with an Executive Director to serve as the lead administrator of the AGENCY, then said Executive Director or his designee shall assume the role of contract administrator for the AGENCY.

2.c The CONTRACTOR's contract administrator is Grady H. Williams, Jr.c

3.c All written and verbal approvals referenced in this AGREEMENT must be obtained from the parties' contract administrators or their designees.

4. All notices must be given to the parties' contract administrator.

5.c This contract shall be governed by and construed under the laws of the State of Florida.

ARTICLE 13. PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in

violation of this provision is null and void.

ARTICLE 14. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

ARTICLE 15. SPECIAL CONDITIONS

(1)eThe CONTRACTOR agrees to permanently refrain from using or mentioning its association with the AGENCY in advertisements, letterhead, business cards, etc. The CONTRACTOR's services to the AGENCY may be generally described in the CONTRACTOR's professional resume. The CONTRACTOR may not give the impression in any manner that the AGENCY recommends or endorses the CONTRACTOR.

(2)eAll contacts with the news media pertaining to the subject of this AGREEMENT shall be referred to the AGENCY contract administrator.

(3)eAnything that is produced by or developed in connection with this contract shall remain the exclusive property of the AGENCY and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither the CONTRACTOR nor any other individual employed under this AGREEMENT shall have any proprietary interest in any product(s) developed or produced under this AGREEMENT.

(4)eThis AGREEMENT shall be subject to the approval or ratification of three

BOARD of the AGENCY. *Note: Because the AGENCY is a multicounty special district created by interlocal agreement entered into by the participating counties, COLUMBIA COUNTY, FLORIDA and SUWANNEE COUNTY, FLORIDA, §287.059(1), Florida Statutes, re "Private attorney services", specifically excludes the AGENCY from the provisions of that statute, and from the statutory mandate that would otherwise exist to require that this AGREEMENT be further submitted for approval or other appropriate action by the OFFICE OF THE ATTORNEY GENERAL for the STATE OF FLORIDA.*

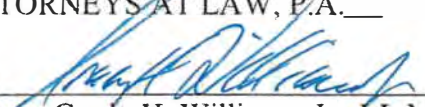
IN WITNESS WHEREOF, NORTH FLORIDA WATER UTILITIES AUTHORITY, _____ as the AGENCY, and GRADY H. WILLIAMS, JR., LL.M., ATTORNEYS AT LAW, P.A., as the CONTRACTOR, have executed this AGREEMENT this _____ day of _____, 2025, to be effective for all purposes as of the 1st day of October, 2025.

The "CONTRACTOR"

The "AGENCY"

GRADY H. WILLIAMS, JR., LL.M., _____
ATTORNEYS AT LAW, P.A. _____

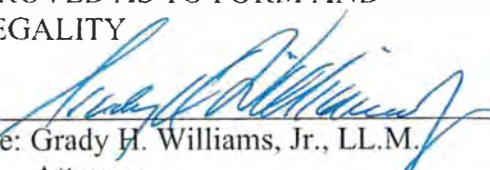
NORTH FLORIDA WATER UTILITIES
AUTHORITY

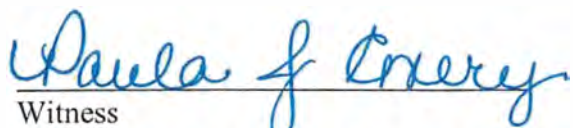
By: 
Name: Grady H. Williams, Jr., LL.M.
Title: President/Managing Attorney

By: _____
Name: Rocky Ford
Title: Chairman, Board of Directors

FID Number: 58-2491128

APPROVED AS TO FORM AND
LEGALITY

By: 
Name: Grady H. Williams, Jr., LL.M.
Attorney
Title: General Counsel for the AGENCY _____


Witness

Witness

August 11, 2025
Date

Date

ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES

A. SCOPE OF SERVICES

The CONTRACTOR shall:

1.a Serve as outside General Counsel for the AGENCY. The CONTRACTOR agrees to provide routine legal services, covered by a monthly retainer agreement of \$6,250.00 per month, plus reimbursement of third-party costs. Routine legal services will include onsite and/or offsite legal services to be provided by the CONTRACTOR budgeted for professional time of Grady H. Williams, Jr., LL.M., the Managing Attorney/Partner of the CONTRACTOR, to include review of a regular Board agenda outlines, handouts, minutes, attend regular and emergency meetings of Board (typically once a calendar month rotating between Lake City, Florida and Live Oak, Florida) and any scheduled Board public workshops, attend annual Public Rate Hearing(s), attend Board committee meetings as needed or desired by the AGENCY, attend senior management and staff meetings of the AGENCY as needed or desired by the AGENCY, serve as qualifications or selection committee participant or legal counsel as needed or desired by the AGENCY, to provide legal counsel, advice, and additional recommendations based on the CONTRACTOR's experience representing a government owned and operated water and wastewater utilities, experience particularly with the AGENCY predating its formation, and CONTRACTOR's general knowledge of the water, wastewater, and reclaimed water public utility industry, routine contract review, easement and developer agreement review, legal advice and opinions, legal memoranda and correspondence, ad hoc special projects drafting and contract preparation, availability to AGENCY staff, routine title review, coordinate title orders if requested by the AGENCY; non-litigation demands and representation on general day-to-day business of the AGENCY related to its water, wastewater and reuse water utility services and operations. Litigation will be as ordered by the AGENCY at hourly rates provided by the CONTRACTOR. Routine coordination and communication with the County Attorneys for the participating counties, and also with other counsel for the AGENCY, such as statewide regulatory counsel (inclusive of advisory and legal support on negotiated utilities acquisitions, CUP renewals, regulatory changes and challenges, SRLP projects), public employment/labor law counsel, litigation counsel, construction law and related controversy counsel, and bond counsel, real estate title, closing, and transactional counsel, as applicable, and as the same may existing from time to time, will be included in monthly retainer amount.

2.a Review and analyze AGENCY legal files, data, documents and other materials concerning the above matter and advise on recommended legal course. Attend and participate in meetings, conference calls, inspections or the like and report on the status of legal matters.

3.a Subject to additional order by the AGENCY and acceptance by the CONTRACTOR, above and beyond the CONTRACTOR'S monthly retainer payment, prepare and file pleadings, motions, or briefs, initiate and conduct discovery, as required and represent the AGENCY in any related litigation and otherwise represent the AGENCY at trial or on appeal, as may be additionally ordered by the AGENCY based on the CONTRACTOR's hourly rates for its attorneys' and paralegals'

litigation and litigation support legal services.

B. COMPENSATION-FEES

1.a The AGENCY shall be billed in accordance with Exhibit 1. Fees shall not exceed a \$75,000.00 during the fiscal year contract term for the described non-litigation, non-public bond or a finance transaction expanding monthly legal services (i.e., routine legal services), and related review and analysis thereof, under its monthly retainer agreement with the CONTRACTOR, as described in II.A., below, of Exhibit 1, and fees in excess of such amount shall not be compensable, unless otherwise agreed to in writing by the AGENCY and the CONTRACTOR.

2.a Reasonable and Customary Fees and Billable hours:

a.a As set forth in II.B., below, of Exhibit 1, the CONTRACTOR's work on bond issues and related public finance matters, including provision of Opinion of Issuing Counsel for the AGENCY, as a condition of obtaining such public financing, and all as directed and requested by the AGENCY, will be at reasonable and customary charges for such services in the geographic area of the State of Florida, and shall be in addition to the monthly retainer fee.

b.a Litigation and other separate billable matters not addressed above or covered by the described monthly retainer agreement, shall be undertaken as ordered by the AGENCY, and as accepted by the CONTRACTOR, and shall be billed by the hour, as set forth in accordance with Exhibit 1, I., below. Billable hours shall be measured in six (6) minute increments. Compensation of attorney hours will be for actual time spent providing attorney services to the AGENCY.

3.a Premium rates will not be paid for overtime work.

4.a Attorney time while traveling on litigation and other separately billable matters not addressed above or covered by the described monthly retainer amount will be compensated at 100% percent of the hourly rates reflected in Exhibit 1., I., below. To the greatest extent practical, travel time shall be incurred in the presence of employees, agents and consultants of the AGENCY, for preparation, organization, planning and analysis purposes with respect to the matter being handled on behalf of the AGENCY.

C. COMPENSATION-COSTS

1.a On litigation matters, reimbursement of costs for such items as exhibits, transcripts and witness fees requires prior oral authorization by the AGENCY and shall be reimbursed based upon a documented third party vendor charges. The AGENCY shall not pay for the CONTRACTOR's firm surcharges added to third party vendor charges.

2.a Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, local travel expenses, printed library materials and local courier, word processing, clerical or secretarial services are overhead and will not be separately compensated.

3.a Non-routine office overhead expenses such as long-distance phone calls, long distance facsimile transmissions, long distance courier services, bulk mailings, bulk third party copying, blueprints, x-rays, photographs and computer-assisted legal research services must be justified to the AGENCY and shall be reimbursed based on documented third party vendor charges. If these charges exceed \$500.00 per month, or such lower amount as may be specified in writing by the contract administrator for the AGENCY from time to time, then prior written approval from the AGENCY must be obtained. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation. The CONTRACTOR's firm surcharges are not reimbursable.

4.a The CONTRACTOR shall only bill the AGENCY for a proportionate share of the cost of a legal research, attending hearings or engaging in client representation of any type, which is applicable to other clients.

5.a Reimbursable costs shall not exceed \$1,500.00 for any litigation matter. The CONTRACTOR shall notify the AGENCY in writing when costs reach \$1,500.00. Said notification shall be made as soon as is practicable and prior to the next monthly invoice, or by a separate invoice for reimbursement, clearly identified as such.

D. FORMAT FOR INVOICES

1.a Within 30 days of service provision, each statement for fees and costs shall be submitted in one (1) counterpart, in a format that includes, at a minimum, the following information:

a.a Case name and number, if applicable, or other legal matter reference.

b.a Invoice number for the particular bill.

c.a CONTRACTOR taxpayer identification number.

d.a CONTRACTOR and AGENCY contract administrators' names.

e.a Inclusive dates of the month covered by the invoice.

f.a Itemization of the date; hours billed (if hourly); a concise, meaningful description of the services rendered, with sufficient detail to enable the AGENCY to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the CONTRACTOR performed work; their hourly rate (if hourly) as specified in Exhibit 1, and any billing rate that is for some reason different from the one furnished in Exhibit 1, e.g., travel at a reduced hourly rate.

g.a A listing of all invoiced costs to be accompanied by copies of actual receipts.

h.a The total of only the current bill. Prior balances or payment history should be shown separately, if at all.

i.a A certification statement, signed by the CONTRACTOR's contract administrator that reads, "I certify that all costs and fees claimed for payment are accurate and were performed in furtherance of the AGREEMENT between GRADY H. WILLIAMS, JR., LL.M., ATTORNEYS AT LAW, P.A. and NORTH FLORIDA WATER UTILITIES AUTHORITY."

j.a Any other information as may be requested by the AGENCY's contract administrator.a

E. ADMINISTRATION OF AGREEMENT

1.a The initial AGENCY's contract administrator is Shannon Roberts, Executive Director of the AGENCY, or his designee. Upon hiring or contracting with an Executive Director of the AGENCY, the Executive Director or his designee shall become the contract administrator for the AGENCY.a

2.a The CONTRACTOR's contract administrator is Grady H. Williams, Jr.a

3.a All oral approvals must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators.a

4.a This contract shall be governed by and construed under the laws of Florida.a

F. OTHER AVAILABLE SERVICES

Upon receiving approval from the AGENCY, the CONTRACTOR shall use existing AGENCY agreements, when available and cost effective, to acquire services (e.g., computer-assisted legal research) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

G. PUBLIC RECORDS

All documents prepared pursuant to the AGREEMENT are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records, as required by such law, shall constitute grounds for unilateral cancellation of this AGREEMENT.

H. SPECIAL CONDITIONS

1.a The CONTRACTOR will make affirmative efforts to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency.a

2.a Multiple staffing at meetings, hearings, depositions, trials, etc., by the CONTRACTOR will not be compensated without prior written approval from the AGENCY.a

3.a CONTRACTOR agrees that all documents shall be promptly returned at the termination of the CONTRACTOR's involvement in the case or matter at hand.a

4.a AGENCY in-house staff shall be used in the legal matter to the maximum extent possible.a

5.a The CONTRACTOR will provide immediate notice by facsimile transmission or telephone regarding significant case developments which will likely result in media inquiries.a

6.a The CONTRACTOR shall provide the AGENCY immediate notice of any representation undertaken by the CONTRACTOR in matters where the client is suing or being sued by the state or state entities in any civil or adversarial administrative action.a

7.a A contingency fee contract must be commercially reasonable. "Commercially reasonable" means the fees shall be no more than the amount permissible pursuant to Rule 4-1.5 of the rules regulating The Florida Bar and case law interpreting that rule. If the amount of the fee is in dispute, the counsel retained by the state shall participate in mandatory binding arbitration. Payment of all attorney's fees is subject to appropriation. Attorney's fees shall be forfeited if, during the pendency of the case, the counsel retained by the state takes a public position that is adverse to the state's litigation or settlement posture.a

8.a Each private attorney who is under contract to provide attorney services for the state or a state agency shall, from the inception of the contractual relationship until at least 4 years after the contract expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services. The private attorney shall make all such records available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.a

9.a The AGENCY's general counsel must approve and sign the contract as to form and legality. The Contract must be signed by the AGENCY head, who shall also maintain custody of the contract.a

10.a The CONTRACTOR's monthly retainer arrangement with the AGENCY to provide routine legal services to the AGENCY allows the AGENCY to forego employment of a full-time in-house general counsel and support legal staff and resources, resulting in substantial annual budgetary savings estimated at \$75,000 to \$100,000 per fiscal year to the AGENCY. Additional work on hourly billable work by the CONTRACTOR, or at reasonable and customary fees on bond issues and related public finance transactions, are to be provided by the CONTRACTOR only when requested in the discretion of and at the option with the AGENCY.a

EXHIBIT 1 - Fee Schedule

I.o. HOURLY BILLING SCHEDULE:o

A.o Hourly work, including litigation matters, but excluding routine services covered by the monthly retainer agreement compensation, set forth in II.A., below, and excluding public finance and bond issue representation, set forth in II.B., below, will be provided on an hourly basis as requested by Agency, and as accepted by the CONTRACTOR. CONTRACTOR's attorney and paralegal staff too be used under this contract include the following individuals at the hourly rates indicated:o

NAME	Hourly Rate
1.o Grady H. Williams, Jr., Managing Attorney/Partnero	\$400.00
2.o Renee' Scheetz, Senior Paralegalo	\$ 85.00
3.o Staff Paralegalo	\$ 75.00

The above rates may be adjusted if both parties agree and shall be documented in writing by amendment to this AGREEMENT.

II.o ALTERNATE BILLING SCHEDULE FOR ROUTINE SERVICES ANDo REPRESENTATION ON BOND ISSUES AND RELATED MATTERS:o

A.o CONTRACTOR shall serve in the role of outside General Counsel for the Agency,o which has no in-house legal staff. Contemplated expanded monthly legal services to be provided by CONTRACTOR, to be primarily provided on site and off site by Grady H. Williams, Jr., LL.M., personally, the Managing Attorney of CONTRACTOR, a/k/a "routine services" or "routine legal services", will be covered by a monthly retainer agreement of \$6,250.00 per month, plus costs. Routine services will include review regular Board agenda outline, handouts, minutes, attend regular and emergency meetings of Board (typically once a calendar month rotating between Lake City, Florida and Live Oak, Florida) and any scheduled Board public workshops, attend annual Public Rate Hearing(s), attend Board committee meetings as needed or desired by the AGENCY, attend senior management and staff meetings of the AGENCY as needed or desired by the AGENCY, serve as qualifications or selection committee participant or legal counsel, as needed or desired by the AGENCY, to provide legal counsel, advice, and additional recommendations based on the CONTRACTOR's extensive experience with government owned and operated water and wastewater utilities, experience particularly with the AGENCY predating its own formation, and CONTRACTOR'S general knowledge of the water, wastewater, and reclaimed water public utility industry, routine contract review, easement and developer agreement review, legal advice and opinions, legal memoranda and correspondence, ad hoc special projects drafting and contract preparation, availability to Agency staff, routine title review, coordinate title orders if requested by Agency; non-litigation demands and representation on general day-to-day business of the Agency related to its water, wastewater and reuse water utility services and operations. Litigation will be as ordered by Agency at hourly rates provided by Contractor. Routine coordination and communication with County Attorneys for the participating counties and also with other counsel for the Agency, such as such as statewide regulatory counsel (inclusive of advisory and legal support on

negotiated utilities acquisitions, CUP renewals, regulatory changes and challenges, and SRLF financing), public employment/labor law counsel, litigation counsel, construction law and related controversy counsel, real estate/title attorney, and bond counsel, will be included in monthly retainer amount.

B.nWork on Public Finance and Bonding matters (i.e., public finance borrowings, including public and private bond issues, exclusive of legal support work on routine SRLF applications and documentation), specifically including the CONTRACTOR's provision of Opinion of Issuing Counsel for the Agency as a condition of the AGENCY obtaining such public financing, will be at reasonable and customary charges for such services in the geographic area of the State of Florida as requested by the Agency, and shall be in addition to the monthly retainer fee for routine matters, as covered in II.A., above.

Customer:	North Florida Water Utilities Authority	Sales Order	
Customer Address:	P.O. Box 1529 Lake City, FL 32056-1529	Order #:	00010926
Customer County:	Columbia	Sales Order Date:	August 21, 2025
Customer Admin Contact:	Shannon Roberts	Effective Date:	Date of customer signature below
Customer Admin Phone:		New/Add-On:	New Logo Core
Customer Admin Email:	shannonr@suwcountyfl.gov	Sales Rep:	John Wray

Investment Summary

Software Services - UMBS Subscription up to 1000 active accounts & Hosting Services	\$22,380.00
Professional Services - Implementation	\$ 800.00
3 Year initial term	
Year 1 Investment:	\$23,180.00

Summary Notes

One-time Implementation Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

One-time Training/Services Fees: 100% will be due upon receipt of the invoice.

Annual Subscription Fees: 100% will be invoiced upon execution of the contract for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to the anniversary of the term date.

All invoices shall be paid within 30 days of the invoice date. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

Software & Hosting Services - Subscription	Amount
Utility Management Billing System - 1000 accounts (UMBS) - 3 Year	\$22,380.00
Annual Fees:	\$22,380.00

Professional Services - Implementation	Amount
Utility Implementation - Load and validate data provided by customer	\$800.00

Initial term of the Software Services are a 36 month subscription, commencing 90 days after the Effective Date.

**Software Services -
Subscription Notes**

Thereafter, the Software Services subscription shall renew automatically for 12-month renewal terms unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

Professional Services - Notes

Includes restore of Data currently housed at Columbia County.

Hosting Services

See Attachment A for Hosting Services Description

**Please return executed Sales Orders
via DocuSign or Email to:
Edmunds GovTech**

SalesOrders@EdmundsGovTech.com

P: 888.336.6999 | F: 609.645.3111

www.EdmundsGovTech.com

Sales Order #: 00010926

THE UNDERSIGNED IS AUTHORIZED TO EXECUTE THIS SALES ORDER ON BEHALF OF CUSTOMER AND ACKNOWLEDGES AND AGREES ON BEHALF OF CUSTOMER THAT (A) ALL SERVICES SET FORTH IN THIS SALES ORDER ARE SUBJECT TO AND GOVERNED BY THE EDMUNDS GOVTECH, INC. SERVICE TERMS AND CONDITIONS AVAILABLE AT THE FOLLOWING URL: <https://go.edmundsgovtech.com/terms> (THE SERVICE TERMS), WHICH ARE INCORPORATED INTO THIS SALES ORDER, AND (B) THIS SALES ORDER, INCLUDING THE SERVICE TERMS, IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN EDMUNDS GOVTECH (OR OUR AFFILIATE PROVIDING THE SERVICES DESCRIBED HEREIN) AND CUSTOMER CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS TERMS AND CONDITIONS, INCLUDING ANY PURCHASE ORDER CUSTOMER MAY PROVIDE OR ANY PRIOR COURSE OF DEALING OR USAGE OF TRADE, AND SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL HAVE NO FORCE OR EFFECT.

EDMUNDS GOVTECH, INC.

North Florida Water Utilities Authority

By: _____ Date: _____
John Wray
Vice President

By: _____ Date: _____
Shannon Roberts
Executive Director

ATTACHMENT A – Edmunds GovTech Hosting Services

Hosted Services

Edmunds GovTech solutions are equipped with advanced cybersecurity features and the company has successfully completed a SOC 2 Type II Audit—a leading industry assessment of security controls and practices. With our software, you can trust that your operations and data are safeguarded. Our staffing has years of experience working with local governments and hosting software and data with Amazon Web Services (AWS).

Benefits of Cloud Hosting

- Convenience and resiliency
- Fast and secure access to information from anywhere, anytime Expansive data storage
- Redundant data backups
- Maintains workflow during and after a crisis
- Always access the most current data available
- Empowers software and apps to work efficiently

Cloud Services

The design of Hosted UMBS includes software and database security, redundant backup, and robust disaster recovery.

1. Edmunds will host the UMBS software for the fees set forth therein. North Florida Water Utilities Authority agrees to pay those fees according to the invoicing and payment policy. In exchange for those fees, Edmunds agrees to provide the Cloud Services according to the terms and conditions set forth. If North Florida Water Utilities Authority fails to pay those fees, after advanced written notice to North Florida Water Utilities Authority, Edmunds reserves the right to suspend delivery of Edmunds's applicable Cloud Services.
2. Edmunds will perform upgrades of the applications, hardware and operating systems in its data centers that support North Florida Water Utilities Authority's UMBS, as applicable. Those upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. Edmunds will make available information on industry-standard minimum requirements and supported browsers for accessing Cloud Services. Maintenance and support services, including the upgrade process, for the UMBS software is included within maintenance.
3. Edmunds certifies that its Cloud Services are audited at least yearly in accordance with SOC 2 Type II standards, and that Edmunds has attained, and will maintain, SOC 2 Type II compliance, or its equivalence, for so long as North Florida Water Utilities Authority is timely paying for Cloud Services.
4. North Florida Water Utilities Authority will be hosted on shared hardware in AWS data centers located in the us-east-1 (North Virginia) region. All North Florida Water Utilities Authority Data will be stored in a North Florida Water Utilities Authority -dedicated database, which is inaccessible to Edmunds's other customers.

Hosting Services

5. Edmunds is responsible for creating, maintaining, and testing backup copies of Data and will establish backup frequency based on North Florida Water Utilities Authority data requirements. Test environments are included at no additional cost.
6. Edmunds is responsible for the timely recovery of the Cloud Services and Data if the Cloud Services are interrupted.
7. Edmunds will implement and maintain appropriate technical and organizational measures that will ensure the continued confidentiality, integrity and availability of the Environment and any data contained therein.
8. Edmunds will ensure regular review of information system activity, such as audit logs, access reports, and security incident tracking reports to detect incidents and breaches and provide North Florida Water Utilities Authority with information regarding any incident or breach involving North Florida Water Utilities Authority Data in conformance with applicable state and federal law
9. Edmunds will provide North Florida Water Utilities Authority with a written or electronic record of the actions taken by Edmunds in the event that any unauthorized access to North Florida Water Utilities Authority's database(s) is detected as a result of Edmunds's security protocols.
10. Upon termination of this Agreement under Section I, or in the event of an impending cessation of Edmunds's business, Edmunds will ensure that any North Florida Water Utilities Authority Data subject to the Cloud Services is securely return or destroyed, as directed by North Florida Water Utilities Authority. Transfer to North Florida Water Utilities Authority, or to a third-party designated by North Florida Water Utilities Authority, of a final archive or final back-up, as applicable, shall occur no later than thirty (30) days after the effective date of termination and shall be provided in a standard database backup file format. In the event North Florida Water Utilities Authority requests the destruction of any North Florida Water Utilities Authority, Edmunds agrees to securely destroy that North Florida Water Utilities Authority, to the extent it is in Edmunds's possession or control. Edmunds agrees to provide North Florida Water Utilities Authority with documentation confirming any such destruction.

Host and Database Security Features:

- a. Encryption:** All communication between the client and server is encrypted. All sensitive data that is stored in databases is encrypted. Encryption keys are not stored in the database or on the Host.
- b. Access Control :** Hosted servers can be restricted to only accepting connections from client specified IP addresses. All login and logout activity is recorded in an audit able format. Clients are locked out for ten minutes after five consecutive failed log ins.
- c. Data Protection:** Protection from viruses, malware, and ransomware is installed on the Host.

Hosting Services

Database Server Redundancy

UMBS leverages Microsoft SQL Server for the database. It is backed up and monitored.

Database Backup Redundancy

Snapshots of the underlying data volumes are taken per the retention schedule listed below and replicated across all availability zones in the given region.

Server Snapshot Retention

Daily Host snapshots are retained as follows:

- Daily EC2 AMIs with 1 week retention
- Weekly EC2 AMIs with 1 month retention
- Monthly data volume snapshots with 1 year retention

Disaster Recovery

Hosted servers are monitored using Amazon CloudWatch (<https://aws.amazon.com/cloudwatch>). CloudWatch monitors and notifies Edmunds GovTech of various server events. In the event of a failure of a the Host, Edmunds GovTech will restore the failed server within four hours. No client-side configuration changes are required to communicate with the restored server.

Server Locations

Edmunds uses the US East (N. Virginia) AWS region. Edmunds' servers are spread across the us-east-1b and us-east-1c availability zones. Client data remains inside of the US. Data is owned by the client.

Availability Time Guarantee

Hosted UMBS has a guaranteed availability of 99.9% "three nines". Scheduled maintenance is performed after business hours. This maintenance is usually server and software updates. Scheduled maintenance is excluded from the availability of 99.9%. Client connectivity issues are also excluded from the availability of 99.9%.



Service Terms & Conditions

These Service Terms and Conditions (as amended or supplemented, the “**Service Terms**”) govern the use of the software services set forth in a Sales Order (as amended or supplemented, the “**Sales Order**”) between Edmunds GovTech, Inc. or one of our subsidiaries or affiliates (collectively, “**EGT**”, “**us**”, “**we**” or “**our**”) and our customer (“**Customer**”, “**you**” or “**your**”). These Service Terms are incorporated into and made a part of each Sales Order (together, this “**Agreement**”) and are acknowledged and agreed by your execution thereof.

GENERAL

These Service Terms apply to the following, as applicable, as specified in the Sales Order: (a) your Use (as defined under **ACCESS AND USE**) of EGT owned or licensed software (the “**Software**”) in connection with the Software Services (as defined under **ACCESS AND USE**); and (b) your purchase of (i) implementation, data conversion, training and other professional services related to the initiation of the Software Services (the “**Professional Services**”); (ii) maintenance and support services related to the Software Services (the “**Support Services**”); and (iii) hosting services related to the Software Services (the “**Hosting Services**” and, collectively with the Software Services, Professional Services and Support Services, the “**Services**”), in each case as applicable as specified in the Sales Order.

ACCESS AND USE

Subject to all terms and conditions of this Agreement, including compliance with these Service Terms and payment of all applicable Fees (as defined under **FEES**), we grant you a limited, non-exclusive, non-sublicensable, non-transferable right during the Software Services Term (as defined under **TERM AND TERMINATION**) to access and use (collectively “**Use**”) the Software and its accompanying documentation as made available by us (the “**Software Services**”) in accordance with (a) these Service Terms and (b) any additional Use restrictions (including any limitations on the number of authorized users identified by your administrator and approved by us as set forth in the Sales Order (“**Authorized Users**”), downloads, copies or installations or on the scope of authorized Use).

Unless otherwise set forth in the Sales Order, the Software Services are purchased as time-based subscriptions, and each Authorized User must have a valid subscription that cannot be shared with other users (but may be reassigned to new named Authorized Users from Authorized Users who cease using the Software Services). We will use commercially reasonable efforts to maintain availability of the Software Services for authorized Use by you and your Authorized Users except for (a) scheduled downtime (of which we shall give advance electronic notice); (b) service downtime or degradation due to a Force Majeure Event (as defined under **FORCE MAJEURE**); (c) any other circumstances beyond our reasonable control, including your use of Third Party Materials (as defined under **CLIENT DATA AND OWNERSHIP**); or (d) Use of the Software Services other than in accordance with these Service Terms. In the case of any Software Services provided by us through the installation of the object code version of the Software, the term “Use” shall include the right to install and run the Software.

Except as set forth in the Sales Order: (a) we will issue administrative login and password information to an administrator designated by you and set forth in the Sales Order; (b) through your administrator, you will be responsible for providing additional logins to your Authorized Users and for assigning access levels through the administrative modules of the Software Services; (c) after the initial login, the administrator will be able to revise Authorized User access levels and passwords (logins may not be able to be revised by the administrator), and Authorized Users will be able to revise their own passwords; and (d) you may change administrators by contacting our Customer Support (see **SUPPORT**). You will be responsible for maintaining the security of logins and passwords in your and your Authorized Users’ possession in accordance with industry standards and applicable law. Any breach of the terms and conditions of this Agreement by any Authorized

User (including any Authorized User that gains unauthorized access) shall constitute your breach. You shall notify us immediately if you learn of any unauthorized disclosure, access or use of any login or password assigned to you or your Authorized Users.

During the Software Services Term, we may elect to make additional features or products (“**Beta Services**”) available to you at no charge, to which the following special terms and conditions apply: (a) you may use or decline to use any Beta Services; (b) Beta Services may not be supported and may be changed or terminated at any time without notice; (c) Beta Services may not be as reliable or available as the Services; (d) Beta Services are not considered Services under this Agreement; however, all Customer restrictions, obligations and limitations that apply to Services shall also apply to Beta Services; (e) any Beta Services trial period will expire one year from the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation; and (f) Beta Services are provided “as-is” and no warranty under **WARRANTIES** or obligations will apply, nor will we have any liability for any harm or damage arising out of or in connection with a Beta Service. You agree that your Use of the Services is not contingent on the delivery or availability of any future functionality or features, including any comments made by us regarding future functionality or features.

ADDITIONAL LICENSES

You grant us (a) a worldwide, perpetual (but revocable hereunder) royalty-free license to host, copy, transmit and display Customer Materials (as defined under **CLIENT DATA AND OWNERSHIP**), and any Third Party Materials created by or for you using the Services or for use by you with the Services, each as is reasonably necessary for your Use as contemplated by this Agreement; and (b) a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free license to use, copy, modify, prepare derivative works of and incorporate into the Services (and any modifications or derivatives thereof, any of our other products and services and any documentation or other materials related to the foregoing) any suggestion, enhancement request, recommendation, correction or other feedback provided by you relating to the operation, functionality or performance of the Services. Subject to the limited licenses granted in this Agreement, we do not acquire any right, title or interest from you or your licensors under this Agreement in or to any Customer Materials or Third Party Materials.

We shall have the right to collect and analyze data and other information relating to the provision, Use and performance of the Services and related systems and technologies (including information concerning Customer Materials and data derived therefrom) (collectively, “**Usage Data**”) and may perpetually use such Usage Data for our legitimate business purposes, including to improve and enhance the Services and for other development and innovation, diagnostic and corrective purposes in connection with such Services and our other offerings; *provided* that, except as necessary to (a) provide the Services, (b) to assist with the administration of Third-Party Materials or (c) as required by law, unless you consent otherwise or initiate the sharing of such data yourself, (i) any external disclosure or use of Usage Data by us will be in an aggregated form that does not identify or otherwise readily permit the identification of you, any Users or other individual and (ii) any Personal Data (as defined under **DATA PROCESSING AND TRANSFER**) shall only be used to provide the Services or as otherwise required to meet our obligations under these Service Terms.

SUPPORT SERVICES

Our Support Services and your related responsibilities are set forth at the following URL and incorporated herein: go.edmundsgovtech.com/support. Additional terms or conditions with respect to Support Services specific to certain Software, equipment or hardware provided by us will be set forth in the applicable Sales Order.

FEES

As a condition of your receipt of the Services hereunder, you shall pay to us the fees and other amounts set forth in the Sales Order (“**Fees**”) in the manner specified in the Sales Order. Any annual increase in Fees during the Software Services Term or, as applicable, the Support Services Term or Hosting Services Term, are set forth in the Sales Order. Except as set forth under **TERM AND TERMINATION**, all Fees are non-cancellable and all amounts paid are non-refundable. Unless otherwise specified in the Sales Order, we reserve the right to change the Fees and to institute new charges and Fees at the end of the initial Software Services Term or, as applicable, the initial Support Services Term or Hosting Services Term, or then-current renewal term, as applicable, upon thirty (30) days prior written notice to you (which may be sent by email). If you believe that we have billed you incorrectly, you must contact us no later than sixty (60) days after the closing date on the

first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be made in accordance with the notice provisions under **GENERAL**.

All payments shall be received by us within thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of one and one-half percent (1.5%) per month on any outstanding balance, or the maximum rate permitted by law, whichever is lower, plus all costs and expenses incurred in connection with collection of unpaid amounts. You are responsible for providing complete and accurate billing and contact information to us and promptly notifying us of any changes to such information.

You are responsible for the payment of all applicable sales, value-added, use, ad valorem, excise, importation/exportation or other taxes, duties, fees, tariffs, levies or other governmental charges payable in connection with the Services other than taxes based on our net income. Subject to the application of a valid tax exemption (based on satisfactory evidence provided upon our request), we will not bill you for taxes to which the exemption applies.

TERM AND TERMINATION

The term of the Software Services shall be as set forth in the applicable Sales Order and shall continue while any subscriptions are in effect, subject to earlier termination in accordance with this section (as extended by any renewal, the "**Software Services Term**"). Support Services are included in subscription-based Software Services. The term for which we will provide Support Services for any non-subscription based Software Services shall be as specified in the Sales Order, subject to earlier termination in accordance with this section (as extended by any renewal, the "**Support Services Term**"). The term for which we will provide Hosting Services shall be as specified in the Sales Order, unless terminated sooner in accordance with this section (as extended by any renewal, "**Hosting Services Term**").

Either party may terminate this Agreement (a) upon thirty (30) days' (or, with respect to your failure to pay any Fees, five (5) days') prior written notice if the other party materially breaches any of the terms or conditions of this Agreement and such breach remains uncured at the expiration of such period; or (b) immediately if the other party (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law (which proceeding, if involuntary, is not dismissed within thirty (30) days); (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Upon your written request made within thirty (30) days after the effective date of termination or expiration of this Agreement, we will make your data available for export or download in the commercially reasonable manner specified by us; *provided, however*, that after such thirty (30) day period, we will have no obligation to maintain or provide any of your data, and we will thereafter, except as otherwise expressly set forth in the applicable Sales Order, delete or destroy all copies of your data in our systems or otherwise in our possession or control, except for data (w) contained in an archived computer system back-up in accordance with security and/or disaster recovery procedures and applicable law; (x) to the fullest extent permitted under applicable law, contained in latent data, including deleted files and other non-logical data types such as memory dumps, swap files, temporary files, printer spool files and metadata that are not generally retrievable or accessible without the use of specialized tools and techniques; (y) to the fullest extent permitted under applicable law, included in materials prepared for regulatory compliance, archival or record retention purposes; or (z) for which destruction is legally prohibited. For the avoidance of doubt, nothing in this Agreement shall be read to imply any obligation of us to maintain data in compliance with your recordkeeping obligations under applicable law.

In the event of any expiration or termination of the Software Services Term or the Support Services Term (for any non-subscription Software Services), effective as of such expiration or termination: (a) you shall immediately cease Use of any EGT Materials and return or destroy (and certify such destruction of) all EGT Confidential Information and any installed Software, if applicable, including removal of such installed Software from all computerized data storage devices or components (including any hard-drive or database); (b) all Authorized User access to the Software Services, including any portal, reporting or other functionality, will be disabled; and (c) our obligations set forth under **SUPPORT SERVICES** shall immediately cease to apply and you shall no longer be able to make, receive or access releases, additions or updates to any non-subscription Software Services. In the event of any expiration or termination of the Hosting Services Term, as applicable, effective as of such expiration or termination, (a) our license to host shall terminate and our obligations with respect to Hosting Services shall immediately cease and (b) we shall make a single object code version of any installed Software, as applicable, available to you at all times during the Software Services Term (with releases, additions or updates provided at all times during the Support Services

Term). All sections of these Service Terms which by their nature should survive termination will survive termination, including provisions regarding accrued rights to payment, appropriation of funds for Fees, ownership, confidentiality obligations, warranty disclaimers, and limitations of liability.

All Fees are non-cancellable and all amounts paid are non-refundable; *provided, however*, that if this Agreement is terminated by you in accordance with the second paragraph of **TERM AND TERMINATION**, we will refund to you any prepaid Fees under the Sales Order on a pro-rated basis covering the remainder of the Sales Order after the effective date of termination. If this Agreement is terminated by us in accordance with the second paragraph of **TERM AND TERMINATION**, you will pay to us any unpaid Fees covering the remainder of all Sales Orders. In the event of any expiration or termination of the Support Services Term (other than by you in accordance with the second paragraph of **TERM AND TERMINATION**) or you otherwise allow the Support Services Term to lapse, we may require you to make payments for all lapsed periods as a condition of resuming Support Services. In no event will termination or expiration relieve you of your obligation to pay any Fees payable to us for periods prior to the effective date of termination or expiration. Any services provided by or on behalf of us in connection with the expiration or termination of this Agreement that are not included in the Software Services or Support Services or Hosting Services, as applicable, including the export or download of your data (or any services provided in connection therewith), shall be pursuant to a Sales Order at then-current rates for such Services.

PROPRIETARY AND CONFIDENTIAL INFORMATION

Information exchanged under this Agreement that is of the nature and type that it should reasonably be regarded as confidential or proprietary shall be treated as such by each of us ("**Confidential Information**"). A recipient shall (a) hold in strict confidence all Confidential Information, using the same degree of care that it uses to protect the confidentiality of its own confidential information of similar type, and in any event no less than a reasonable degree of care; and (b) not disclose, sell, rent or otherwise provide or transfer, directly or indirectly, any Confidential Information to any individual or entity ("**Person**") without the prior written consent of the disclosing party. A recipient may disclose Confidential Information to its or its affiliates' employees, agents, contractors, legal counsel and accountants who need to know such information, only to the extent reasonably necessary, consistent with the obligations of the parties under this Agreement and who are bound by confidentiality obligations no less stringent than those set forth in this Agreement. A recipient shall use the Confidential Information only in connection with the intent of this Agreement and not for any other purpose whatsoever and shall require any of its representatives who obtain Confidential Information to comply with this Agreement and be responsible for any breach of this Agreement by such representatives. A recipient shall be permitted to disclose Confidential Information pursuant to a court order, government order or any other legal requirement of disclosure, in each case if no suitable protective order or equivalent remedy is available; *provided* that, to the extent permitted, the recipient gives the disclosing party written notice of such court order, government order or legal requirement requiring disclosure immediately upon knowledge thereof and allows the disclosing party a reasonable opportunity to seek to obtain a protective order or other appropriate remedy prior to such disclosure to the extent permitted by law.

CLIENT DATA AND OWNERSHIP

You acknowledge that the Software and all specifications, documentation, systems, information, data, documents, materials, designs, plans, works, content, devices, methods, processes, equipment, hardware, software (including application program interfaces ("**APIs**")) and other technologies that are provided or made available in connection with, or that otherwise comprise or relate to, the Software or Services, and all improvements, enhancements or modifications thereto or derivative works thereof (collectively, the "**EGT Materials**"), are the sole property of EGT or our licensors. As between us and you, ownership and title to (a) the EGT Materials; (b) any software, applications, inventions or other technology or materials developed or delivered in connection with the Services; and (c) all intellectual property rights related to any of the foregoing (as well as all intellectual property rights in the Services) shall remain with us. The Software is made available for authorized Use, not sold, to you, and you have no intellectual property rights in the Software, other than the limited rights expressly granted hereunder. As between us and you, ownership and title to your data and any proprietary content submitted by you (*i.e.* other than Third Party Materials), together with related trademarks, trade names or trade dress owned by you (collectively, the "**Customer Materials**"), shall remain with you. If you request certain customization to the Software, either to facilitate integration with your owned or licensed software or to provide customized functionality ("**Custom Software**") and we agree to provide such Custom Software, then, as a condition to any development work commencing: (a) we and you shall enter into a Sales Order specifying the terms and conditions of development, licensing, subscription, sale, support, Use and related fees with respect to any such Custom Software; and (b) unless explicitly stated in such Sales Order, such Custom Software shall constitute EGT Materials and ownership thereof shall remain

with us. You acknowledge and agree that the EGT Materials contain valuable proprietary information and trade secrets of EGT, and are protected intellectual property rights of EGT.

The Services may enable Authorized Users to link to, transmit data to or otherwise access applications, websites, specifications, documentation and systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, equipment, hardware, software (including APIs) and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided by you or a third party (and are non-proprietary to us) and that interoperate with the Services ("**Third Party Materials**"). Except to the extent otherwise expressly set forth in the applicable Sales Order, we do not control and are not responsible for Third Party Materials. You acknowledge that (a) the nature, type, quality and availability of Third Party Materials may change at any time and (b) features of the Services that interoperate with Third Party Materials depend on the continuing availability of APIs for use with the Services. We may update, change or modify the Services as a result of a change in, or unavailability of, Third Party Materials, including APIs. If any third party ceases to make its Third Party Materials, including APIs, available on reasonable terms for the Services, as determined by us in our sole discretion, we may cease providing access to the affected Third Party Materials without any liability to you. Any changes to Third Party Materials, including APIs (including their availability or unavailability), does not affect your obligations under this Agreement, and you will not be entitled to any refund, credit or other compensation due to any such changes (except as otherwise expressly agreed by the parties in writing). In addition, any Third Party Materials not embedded in the Software may be subject to separate license agreements or terms directly between you and the third party licensor. You shall agree to, and take all actions necessary or required by such third party licensor in connection with, any such third party agreements or terms. Except as expressly stated otherwise in this Agreement, (a) we are not responsible for providing any Third Party Materials to you and (b) licenses, warranties and support for Third Party Materials, if any, will be given by the relevant third party licensors in their license agreements, and not by us. For Third Party Materials embedded in the Software, if any, we grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable sublicense to use such Third Party Materials, solely as embedded in the Software, solely to the extent necessary and for the purpose to properly Use the Services in accordance with this Agreement, subject to any incremental sublicense terms provided by us in connection with the Sales Order.

WARRANTIES

We warrant that the Services will be performed in a professional and competent manner by appropriately qualified personnel and in substantial accordance with our applicable specifications and documentation at all times during the applicable term. We provide no direct warranty as to any equipment or hardware provided by us, but will reasonably facilitate any communications between you and the third party manufacturer during the period of any warranty offered by such third party manufacturer. To the fullest extent permitted under applicable law, any warranty under this Agreement shall be void, and we shall have no responsibility or liability under this Agreement, in the event that performance of the Services has been affected by (a) accident, abuse, misuse or neglect; (b) a delay of more than sixty (60) days in properly reporting to us, in writing, any relevant non-conformance; (c) operation in or connection to any unsuitable, unauthorized, unsupported, incompatible or third party software, hardware, network, configuration, system or physical, electrical, or operating environment (including Third Party Materials); (d) installation, implementation, repair, or modification of the Services by any Person other than us or our authorized subcontractors; (e) your network or connectivity problems, including failure to maintain sufficient broadband capacity and supported browsers; or (f) the performance of (or failure to perform by) third parties, and is expressly conditioned on your compliance with any applicable specifications, as made available to you, as they may be updated by us from time to time, including any hardware, operating system, network, configuration, security, installation or other requirements.

WE DO NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE EGT MATERIALS AND SERVICES ARE PROVIDED "AS IS" AND WE DISCLAIM ALL REPRESENTATIONS, CONDITIONS, GUARANTEES OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AVAILABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. ALL THIRD PARTY MATERIALS MADE ACCESSIBLE THROUGH THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND ANY REPRESENTATION, CONDITION, GUARANTEE OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD PARTY OWNER OR DISTRIBUTOR OF THE THIRD PARTY MATERIALS.

INDEMNIFICATION

We shall defend and indemnify you and your officers, directors, employees and representatives from any liability to third parties to the extent resulting from infringement by the Software of any U.S. patent or any U.S. copyright issued as of the commencement date of the Software Services Term or misappropriation of any trade secret; *provided* that we are promptly notified of (in no event more than five (5) business days after) any and all related threats, claims and proceedings and we are given reasonable assistance and the opportunity to assume sole control over defense and settlement. We will not be responsible for any settlement that we do not approve in writing. The foregoing obligations do not apply (a) with respect to portions or components of the Software Services (1) not supplied by us or our authorized subcontractors, (2) made in whole or in part in accordance with specifications provided by you, (3) that are modified without our approval after the Software are delivered or made available by us, or (4) combined with other hardware, software, products, systems, environments, services, processes or other materials not specifically approved by us where the alleged infringement relates to such combination; (b) where you continue the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (c) where the liability arises or results from your business methods, your breach of this Agreement or your use of the Software is not strictly in accordance with its specifications. If, due to a claim of infringement, the Software is held by a court of competent jurisdiction to be or are believed by us to be infringing, we may, at our option and expense, (i) replace or modify the Software to be non-infringing; *provided* that such modification or replacement contains substantially similar features and functionality; (ii) obtain for you the right to continue using the Software; or (iii) if neither of the foregoing is commercially practicable in our reasonable discretion, terminate in whole or in part this Agreement or the applicable Sales Order and provide you a refund of any prepaid, unused Fees for the affected Software. This section states our entire liability and your exclusive remedy with respect to any infringement or misappropriation related to the Software of any intellectual property rights. You shall defend and indemnify us and our officers, directors, employees and representatives from any liability to third parties to the extent resulting from your breach of these Service Terms; *provided* that you are promptly notified of (in no event more than five (5) business days after) any and all related threats, claims and proceedings and you are given reasonable assistance and the opportunity to assume sole control over defense and settlement. You will not be responsible for any settlement that you do not approve in writing.

RESTRICTIONS

You shall not, nor permit any other Person to, do any of the following in connection with the Services, except as this Agreement or our applicable documentation expressly authorizes: (a) except to the extent specifically mandated by applicable law, copy, download, modify or create derivative works or improvements of the Services or EGT Materials; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or EGT Materials (or any authorized user logins, passwords or other access credentials) to any Person, including on or in connection with the internet or any time-sharing, service bureau, software/platform-as-a-service, cloud or other technology or service; (c) except to the extent specifically mandated by applicable law, reverse engineer, disassemble, decompile, decode, or adapt the Services or EGT Materials or otherwise attempt (i) to derive or gain access to the source code thereof, (ii) to re-identify methodologies or processes used therein, or (iii) to extract any ideas, algorithms or procedures therefrom, in each case in whole or in part; (d) bypass or breach any security device or protection used by or in connection with the Services or use the Services or EGT Materials other than by an authorized user through the proper use of his/her own then-valid access credentials via expressly authorized connections; (e) input, upload, transmit or otherwise provide to or through the EGT Materials or the Services (or any related systems, software, hardware, data, materials or services (collectively, "**Related Applications**")) any information or materials that are unlawful or injurious or any virus, worm, malware or other malicious computer code designed to disrupt, disable or harm the EGT Materials or the Services (or any Related Applications); (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the EGT Materials or the Services (or any Related Applications) or our provision of any products or services to any third party, in whole or in part; (g) remove, delete, alter or obscure any trademarks, specifications, documentation, end user license agreement, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices in connection with the EGT Materials; (h) Use the EGT Materials or the Services (or any Related Applications) in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party or that violates any applicable law or that is obscene, defamatory, harassing, high-risk (i.e. where failure could lead to death or serious bodily injury or physical or environmental damage), unsolicited, misleading, harmful or otherwise inappropriate or unauthorized; (i) use, modify, integrate or distribute the EGT Materials or the Services (or any Related Applications) in any manner that does or is reasonably likely to subject the foregoing to any open source license terms; or (j) use the EGT Materials or the Services (or any Related Applications) for purposes of competitive or benchmarking analysis of the EGT Materials or the Services, the development, provision or use of a

competing software service or product, or for any other purpose or in any other manner that is to our detriment or commercial disadvantage or that is not expressly authorized under this Agreement.

RESPONSIBILITIES

You shall (a) Use the Software Services (together with any associated content) in compliance with your published policies then in effect and all applicable laws and regulations; (b) provide and maintain, at your expense, a physical, electrical, operational and communications environment that complies with any applicable specifications needed to connect to, access or otherwise Use the Software Services (including hardware, modems, servers, software, operating systems, networking, broadband capacity, supported web browsers, web servers and similar equipment, site, storage, electrical, operational, configuration, security and installation requirements compliant with our specifications made available to you); (c) provide and maintain, at your expense, the security of any equipment, accounts, passwords (including administrative and Authorized User passwords), credentials and files and for all access and Use of the Software Services; (d) maintain an agreement for Support Services continuously in force in the event of any non- subscription Software Services; (e) with respect to Customer Materials (including Personal Data (as defined under **DATA PROCESSING AND TRANSFER**)), be responsible for (i) the accuracy, quality and legality of Customer Materials, (ii) the means by which you collect, acquire, record, store, use, process, transfer or otherwise provide it (including obtaining any necessary consents under Data Protection Laws (as defined under **DATA PROCESSING AND TRANSFER**) and the regular monitoring and verification of the accuracy of Customer Materials' input and output and the accuracy and completeness (and reporting) of Customer Materials (including tax data) entered into the Software Services and the conformance of such data with appropriate file formats as reasonably required by us), and make commercially reasonable efforts to prevent unauthorized Use of Customer Materials or the Software Services and (iii) if applicable, maintaining back-up systems for all Software and Customer Materials processed through such Software Services; (f) make commercially reasonable efforts to identify and resolve identified problems prior to calling our support personnel; (g) make commercially reasonable efforts to make the appropriate personnel available to attend initial implementation and training sessions and provide trained personnel familiar with the Software Services to assist our support personnel during support calls; (h) adhere to the support schedule specified under **SUPPORT SERVICES**; (i) promptly coordinate scheduled dates with us, as applicable, for installation of installed Software upgrades, as applicable; (j) obtain and maintain any licenses, registrations and authorizations that may be required for the import, installation, maintenance or other Use of the Software Services under the laws and regulations applicable in the jurisdiction where the installed Software is located, as applicable; (k) designate a qualified individual responsible for coordination and facilitation of Software Services' configurations, updates, changes and maintenance; (l) assume sole responsibility for responding to and determining the validity of all requests for the release of any records (including the records of any of your citizens) in our control or possession (subject to these Service Terms, we will not release any such records without your prior written consent); and (m) assume sole responsibility for providing all support services to your citizens and you shall not refer any citizen to us directly for support requests, but may communicate such requests to us together with contact information for the requesting citizen and additional fees for such citizen support may be applied in our discretion at our then-current rates. You further agree that we may, and authorize us to, interact remotely with our Software in order to configure, test, troubleshoot, update, analyze, use, or modify the Software or the environment in which it operates or to provide Support Services.

DATA PROCESSING AND TRANSFER

We and you acknowledge and understand that "personal data" ("**Personal Data**") (as defined in any applicable data protection, data privacy and data security laws (collectively, the "**Data Protection Laws**")) of "data subjects" (as defined in the Data Protection Laws) shall only be collected, used and/or disclosed pursuant to this Agreement in compliance with the Data Protection Laws. You represent that you have obtained all necessary consents under the Data Protection Laws for the collection, recording, storage, use, transfer and other processing of Personal Data covered by this Agreement. In providing the Services, we agree to abide by the principles set forth in our *Privacy Policy* available at the following URL: <https://www.edmundsgovtech.com/privacy-policy>.

ONLINE PAYMENTS

Our online payment Software Services allow your citizens to make payments and perform certain other functions through a website, telephone or webpage hosted and maintained by us and/or a third party vendor approved by us (a "**Payment Processor**") that is accessible through your website. In the event a Sales Order includes these Services, you (a) agree to use only Payment Processors that are expressly approved by us in writing; (b) agree to enter into a written agreement with such

Payment Processor prior to us providing online payment Software Services and (c) acknowledge that (i) certain Payment Processor integrations may require additional integration Fees, (b) you are solely responsible for all payments owed to Payment Processor thereunder and (c) we are not responsible or liable for any Payment Processor acts or omissions.

As between us and you, you shall be solely and exclusively responsible for ensuring that all transactions processed through the Software Services comply fully with the Payment Card Industry (“PCI”) Data Security Association Requirements and with the “red flag” requirements of the Fair and Accurate Credit Transactions Act (“FACTA”). You assume liability for, and shall defend, indemnify, and hold harmless us and our employees, directors, shareholders and agents from and against, any claims, liabilities, losses, costs or expenses arising out of (a) your failure or alleged failure to comply with PCI or FACTA requirements or (b) any claims or charges by any bank or credit card company for charge-backs related to any payment by your citizen through the Software Services and any claims or charges by any bank or credit card company for online payment processing fees related to online payments to you.

LIMITATION OF LIABILITY

To the fullest extent permitted under applicable law, regardless of the form of action, whether in contract, extra-contractual or in tort, including negligence and strict liability, (a) our aggregate liability under this Agreement, regardless of the number of occurrences or claims, shall be limited to the Fees you have paid to us during the preceding twelve (12) months for the specific Services out of which the claim arises; and (b) none of us nor any other Person who has contributed to the design, development, production, distribution, installation, implementation, support, or maintenance of the Services shall be liable for any (i) incidental, consequential, indirect or special damages; (ii) lost business or anticipated savings, lost profits, lost goodwill or diminution in value; or (iii) lost, damaged, corrupted or inaccurate data, whether foreseeable or not, arising out of or in connection with the Services or this Agreement, even if such party has been advised, knew or should have known of the possibility of such damages.

HOSTING PROVIDER

You acknowledge and agree that except as set forth in the Sales Order, the storage of Customer Materials in connection with our Software Services and Hosting Services is provided through Amazon Web Services (as the identify of such provider may be modified by us from time to time, the “**Hosting Provider**”) and is therefore governed by and subject to your compliance as an end user with Hosting Provider’s applicable terms and policies (collectively, the “**Hosting Provider Terms**”), the current versions of which are available at the following URL: <http://aws.amazon.com/legal/>. In addition, compliance certifications of Hosting Provider in connection with its environment are available at the following URL: <https://aws.amazon.com/compliance/programs>. In the event that the storage of Customer Materials is transitioned to a replacement Hosting Provider during the Software Services Term or Hosting Services Term, we shall provide at least sixty (60) days’ prior written notice to you of such transition and use our commercially reasonable efforts to avoid or mitigate any material interruption to the Hosting Services while transitioning to such replacement Hosting Provider.

FORCE MAJEURE

You acknowledge that we may be interrupted, delayed, or prevented from completing performance of any or all of our obligations under this Agreement due to an occurrence outside of our reasonable control, including fire, flood, explosion, natural disaster or act of God, war, riot, terrorist act, action or inaction of government, strike, labor dispute, materials shortage, shortage of adequate power, internet or telecommunications or conduct of third parties (“**Force Majeure Event**”). We will use reasonable efforts to mitigate the effects of a Force Majeure Event, but shall not be liable or responsible to you, or be deemed to have defaulted under or breached this Agreement, as a result of a Force Majeure Event.

COMPLIANCE WITH LAWS

Each of us shall comply with any law or regulation applicable, in the case of us, to the delivery or provision of the Services with respect to our business operations and, in the case of you, to the receipt and Use of the Services (including with respect to applicable taxation and privacy laws); *provided, however*, that with respect to the Software Services, nothing in this sentence shall be read to expand or affect the warranties and limitations set forth under **WARRANTIES** above. Any legal or

regulatory compliance obligations shall remain your sole responsibility, and nothing in this Agreement is intended to shift such burden from you to us. For the avoidance of doubt, the Software Services are not intended to serve as a substitute for, or method of, compliance with, and is not designed to comply with, any legal or compliance obligations to which you may be subject (including with respect to accessibility or employee recordkeeping), and under no circumstances shall we have any liability to you arising from your non-compliance with such obligations.

GENERAL

Unless otherwise specified in the Sales Order, this Agreement shall be governed by and construed in accordance with the laws of your state of domicile without giving effect to the principles of conflicts of law, the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act. EACH PARTY WAIVES THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BETWEEN THEM BASED DIRECTLY OR INDIRECTLY ON THIS AGREEMENT. If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired. You may not assign or transfer your rights, interests or obligations under this Agreement or the Services. We may assign or transfer our rights, interests or obligations under this Agreement or the Services, in whole or in part, in our sole discretion. Nothing in this Agreement shall be deemed to create a joint venture, agency, partnership, or similar relationship between us. When used, the words "include," "includes" and "including" are deemed to be followed by the words "without limitation". In the event of your breach, in addition to other available remedies, we shall be entitled, without posting bond, to seek specific performance. From time to time, in our sole discretion, we may amend these Service Terms. Such changes will become effective upon notice to you but will not apply retroactively. By continuing to Use our Services, you agree to be bound by such amended Service Terms. Any changes to the scope, specifications or other requirements associated with any Services, and any corresponding adjustments to Fees, schedules or other terms, will be set forth in an amended or subsequent Sales Order. We shall not be responsible for any such change unless and until such change is expressly set forth in a Sales Order and mutually agreed in writing. A failure by any party to exercise or delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power. All notices required under this Agreement shall be given and made in writing and shall be delivered to the respective addresses identified in the Sales Order and deemed received (a) when received, if hand delivered or (b) the day after it is sent, if delivered by an internationally-recognized common carrier's overnight delivery service providing proof of delivery. Any notice to us shall include a confirmatory email to "legal@edmundsgovtech.com".

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ADDENDUM TO EDMUNDS GOVTECH, INC. SALES ORDER AND SERVICE TERMS & CONDITIONS

Per diem and travel expenses of authorized persons. All per diem and travel expenses related to EDMUNDS GOVTECH, INC. (“EGT” or “Contractor”) services provided to NORTH FLORIDA WATER UTILITIES AUTHORITY (“Customer” or “Client”) under the EGT Sales Order dated effective _____, 2025, and EGT’s Service Terms & Conditions published pursuant thereto (together, the “Agreement”), if any, are subject to and limited by Florida Statutes s. 112.061, as from time to time amended.

Florida Public Records Laws Compliance. Contractor acknowledges Client’s obligations under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. Contractor acknowledges that Client is required to comply with the Public Records Laws in the handling of the materials created under this Agreement and that the Public Records Laws control over any contrary terms in this Agreement. Contractor shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement. In accordance with Section 119.0701(3)(a), Florida Statutes (or successor statutes), a request to inspect or copy public records related to this Agreement must be made directly to Client.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT SHANNON ROBERTS AS PUBLIC RECORDS CUSTODIAN AT (386) 590-0732, ShannonR@suwcountyfl.gov, 135 NE Hernando Avenue, Ste. 203, Lake City, FL 32055.

Choice of Florida Law and Venue. Customer is an independent special district of the State of Florida, created by act of the Florida Legislature and governed by Florida law. Notwithstanding any contrary provision in this agreement, Florida law shall control the interpretation and enforcement of this agreement and as to all contractual duties and responsibilities between the parties. Venue shall lie in Circuit Court in Columbia County, Florida, or if federal jurisdiction applies, in the U.S. District Court for the Middle District of Florida, Jacksonville Division.

Nondiscrimination Compliance by Client. The Client is a public body which does not discriminate regardless of race, religion, nationality, or gender in the bidding and award process for contracts and commodities. Pursuant to s. 287.05701, Florida Statutes, as amended, the Client may not request documentation of or consider a vendor’s social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor’s social, political, or ideological interests.

Limitation on Customer’s Liability for Indemnification. Customer is an agency or subdivision of the State of Florida for purposes of Florida Statutes s. 768.28 re waiver of sovereign immunity in tort actions. Nothing in the agreement between EGT and Customer is intended to serve as a waiver of Customer’s sovereign immunity nor does it extend Customer’s liability beyond the limits established in Section 768.28, Florida Statutes. Customer does not waive any defense of sovereign immunity or increase the limits of its liability by entering into this Agreement.

Tax-Exempt Status. Customer has provided EGT with a true copy of Customer's Florida State Sales Tax Exemption Certificate. Customer shall not be subject to any sales or use taxes related to the services or products provided to Customer by EGT under the Agreement.

Duly executed as an Addendum to the Agreement on the dates set forth below:

CONTRACTOR:

CLIENT:

EDMUND GOVTECH, INC.

NORTH FLORIDA WATER UTILITIES AUTHORITY

By: _____
John Wray, Vice President

By: _____
Rocky Ford, Chairman of the Board

Date: _____

Date: _____

Prepared For:
 North Florida Water Utilities Autho
 Shannon Roberts
 P.O. Box 1529
 Lake City, FL 32056

DIS Representative:
 Sam Heard
 President
 samh@disrv.com
 863-683-5845n



Prepared By	Payment Terms	Ship Via	Valid Through
Megan Matlock	Due at Invoice	E-Mail	Sep 8, 2025

Description	Unit Price	Qty	Ext. Price
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MONTHLY SUBSCRIPTIONS

Monthly subscriptions require 30-day notice to cancel unless otherwise noted.

Microsoft 365 Business Standard - Per User Per Month - Monthlyn Commitment Includes: Outlook, Word, PowerPoint, Excel (Publisher & Access PC Only)	\$15.00	3	\$45.00
Microsoft Exchange Online Plan 1 - Per User - Monthly Commitment	\$4.80	2	\$9.60
Sophos Central Managed Detection and Response Complete - Monthly	\$23.96	5	\$119.80
Datto SaaS - Infinite Retention - Month to Month - 1 Year Commitment Actual monthly usage determines total units to be billed. Current baseline quantity is quoted but is not firm. In the event of an increase or decrease in monthly usage, customer will be invoiced accordingly. Vendor reserves the right to increase prices; 30 day notice may be given as a courtesy. If early cancellation is requested, customer must pay the remainder of the contracted term utilizing the most recent, highest active user count.	\$3.74	5	\$18.70

Monthly SubTotal	\$193.10
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PROFESSIONAL SERVICES

Sophos Central Security Task: Central Email Configuration (per domain) Activate Sophos Central Email, ensure recipient list is copied from external directory (on-prem or Azure AD required), configuration of a single Email Protection policy, configure mailflow on a single domain, verify mail flow.	\$360.00	1	\$360.00
Sophos Central Security Task: Central MDR Configuration Configure Central MDR and assign Authorized Contacts and Threat Response. *Assistance with implementation of MDR team's onboardingn recommendations is available, and will require additional scoping.*n	\$90.00	1	\$90.00
Microsoft 365 Migration Task: Domain/DNS Record Configuration/Update/Transfer (per domain) Reconfigure/update DNS records.	\$180.00	1	\$180.00
Microsoft 365 Migration Task: M365 Suite Installation/Setup (per Unmanaged Device) Install M365 suite of applications for licenses with desktop application feature set on unmanaged endpoints without remote install functionality. Installation & setup of email access on mobile devices is not offered for non-MSCs.	\$450.00	1	\$450.00

Description	Unit Price	Qty	Ext. Price
Microsoft 365 Migration Task: Datto SaaS Protection Setup Provision Datto SaaS Protection account, configure backups of the environment, and verify initial backup status.	\$180.00	1	\$180.00
Project Task: Documentation & Project Closure A final meeting between the project manager and/or assigned technician and the client to review the overall completion of the project, and hand over any relevant documentation.	\$180.00	1	\$180.00
Project Task: Back Office Project Management	\$60.00	1	\$60.00
SubTotal			\$1,500.00

Please allow 2-3 business days for payment & order processing. Quote does not include sales tax. State & local sales tax will be due at invoice if applicable. Financing fees & charges are not included unless otherwise indicated. Please be sure to click through to the PDF version linked on the web quote to view the full document.	SubTotal	\$1,693.10
	Tax	Calculated at Invoice
	Shipping	See Line Item
	TOTAL	\$1,693.10

100% payment due prior to order being placed with vendor if quote total exceeds \$500. USD only. State & Local taxes are due at invoice. Travel charges will apply if onsite support is required. Installation Support will be invoiced separately if not detailed above. Unless otherwise noted, quote does not include after hours support. All sales final. Manufacturer warranty applies to all hardware quoted and purchased. DIS does not warranty any product.

Signature _____ Date _____

Block Hour Contract

DISQ25521

Prepared for:

**North Florida Water Utilities
Authority**
Shannon Roberts
P.O. Box 1529
Lake City FL

Prepared by:

Sam Heard
Data Integrity Services, Inc.
2310 Lakeland Hills Blvd., Lakeland, FL 33805

Date Prepared:

8/27/2025



2310 Lakeland Hills Blvd., Lakeland, FL 33805
863-683-5845
<http://www.disrv.com>

Block Hour Proposal

Data Integrity Services agrees to provide a technical representative for support to **North Florida Water Utilities Authority** with the following terms and conditions on all client owned workstations, servers, and infrastructure related resources. Support details as follows:

Support Levels & Response Time

All service calls must begin with a reported incident to the office where a support ticket will be created and recorded. Please email tickets@disrv.com or call the office at (863) 683-5845 to begin the process of incident resolution. Technicians should not be contacted directly for ticket creation inquiries.

The services will be provided on an M-F 8am x 5pm EST basis. Severity levels will be determined by DIS in its reasonable discretion. All time frames are calculated as of the time that DIS is notified of the applicable issue/problem by Client through the above noted forms of ticket submission. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts.

- **Level 1 – Mission Critical – Immediate – 2-hour Response after notification! Service not available (all users and functions unavailable)!**
 - ❖ Incident resolution order:
 - i. Technician assigned to case!
 - ii. Technician works phone/remotely to resolve problem!
 - iii. Client vendors contacted for testing i.e. Internet Provider!
 - iv. Remote troubleshooting used to determine if onsite necessary!
Escalation occurs to onsite repair once problem is determined,
and level of technical skills required to resolve the problem are determined!
 - a. Technician dispatched on-site!

- **Level 2 – Scheduled Repairs/Standard Ticket – 1 Business Day Response after notification!**

Limited degradation of service (limited number of users or functions affected,
business process can continue)!

 - ❖ Incident resolution order:
 - i. Open ticket created and technician assigned to issue!
 - ii. Technician works with the client remotely to resolve issue!
 - iii. Technician schedules remote or onsite visit!
 - iv. Examples of scheduled visits include!
 - Non-critical issues!
 - Projects scheduled!
 - After hours support for application/hardware upgrades!

All levels of support as indicated above will be provided at the discounted rate set forth and agreed to in this contract.

Not Covered

Workstations running Windows Home Editions and or Non-business version that are not recognized by the software vendor. These platforms were not designed for Enterprise support. End of Life operating systems are not supported.

Rate - Prepaid "Block of Hours"

The "Block of Hours" option is a pre-paid block of labor hours to be used any way or any time you need for on-site, remote or phone support providing time and material services during normal business hours. The pre-paid "block of hours" is designed to minimize support costs by providing support and consultation services to meet the specific needs of your business. Provided support is accurately tracked for each request and deducted from the client prepaid bank of hours on a weekly basis. Interim invoices are mailed detailing all support activity including type of service performed, amount of time used and the balance of hours remaining.

This "Block of Hours" Contract will commence upon receipt of signed contract and contract prepayment of the amount listed in Appendix A.

In the event all prepaid hours are used before the end of this annual contract, the purchase of additional hours is required to be received within 10 days of depletion notification to maintain the same service level including: preventative maintenance schedule, priority service and discounted rates. The standard rate will apply to all services if contract payment fulfillment has not been received.

Monthly Invoicing & Payment

Invoices will be mailed on an interim basis providing an updated balance of remaining prepaid hours. All invoices are due upon receipt. In the event additional hours are needed and used an interim invoice will be mailed at your current discount level.

Consistently exceeding your hours would best benefit you to talk with your engineer to modify the contract to the next higher level of savings. Nonpayment of invoiced contract support will result in a rate increase to the standard hourly rate.

Please note that some services may be taxable as per the Department of Revenue. In this case such services will be taxed and invoiced with payment being due upon receipt.

After Hours Support

Each hour of scheduled or emergency service performed after 5:00PM or on weekends or major holidays will deduct 1.5 hours from the number of purchased hours or billed at time and a half of the current contract rate if all hours are used.



Special Projects

All special projects will be quoted for approval by an authorized representative. The best effort will be made to provide a best fit methodology to contain costs. The discounted contract rate will apply to project approved support for all contract clients with current account balances.

Payment Options

Invoices are sent via our online payment portal, which accepts Credit Card and ACH payments.

Travel Expenses

Remote and phone support will reduce your overall costs of support by eliminating travel charges. All support calls to the service location will result in a round trip travel charge, based upon the current standard rate per mile as provided by the IRS.

As of 202, this rate is **\$0.70 per mile.**

Contract Renewal & Cancellation

The term of this agreement is for one year from the date of signature. Each party reserves the right to cancel agreement at any time with 30 days' notice in writing. At the end of the contract period, a new contract must be executed to qualify for the same level of service and discounted rates.

Prepared For:

North Florida Water Utilities Authority
 Shannon Roberts
 P.O. Box 1529
 Lake City, FL 32056

DIS Representative:

Sam Heard
 President
 samh@disrv.com
 2310 Lakeland Hills Blvd
 Lakeland, FL 33805



Prepared By	Payment Terms:	Ship Via:	Valid Through
Megan Matlock	Due at Invoice	E-Mail	9/10/2025

Description & Quantity	Extended Price		
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BLOCK HOURS PROPOSAL

Please be sure to click through to the PDF version linked on the web quote to view the full document.

DIS Technician - Block Hours Contract - Prepaid	\$150.00	20	\$3,000.00
Block Hour Discount (Per Hour)	-\$6.00	20	-\$120.00

This Quote is governed under the provisions of the Master Services Agreement located at <https://disrv.com/contract-files/> ("MSA"). This Quote is further defined by the conditions, provisions, and policies in our services guide located at <https://disrv.com/contract-files/> ("Services Guide"). The MSA and Services Guide contain important provisions related to the Services (including payment and auto-renewal terms), and by agreeing to this Quote, you agree to the provisions of the MSA and the Services Guide. If you cannot access the MSA or Services Guide, or if you have any questions about those documents, then please do not sign this Quote and contact us for further information.

Please allow 2-3 business days for payment & order processing. Quote does not include sales tax. State & local sales tax will be due at invoice if applicable. Please be sure to click through to the PDF version linked on the web quote to view the full document.	Subtotal	\$2,880.00
	Tax	Calculated at Invoice
	Grand Totals	\$2,880.00

100% payment due prior to order being placed with vendor if quote total exceeds \$500. USD only. State & Local taxes are due at invoice. Travel charges will apply if onsite support is requested. Installation Support will be invoiced separately if not detailed above. Unless otherwise noted, quote does not include after hours support. All sales final. Manufacturer warranty applies to all hardware quoted and purchased. DIS does not warranty any product.

Signature _____ Dates _____



CONTRACT AGREED AND ACCEPTED

By accepting this Contract you hereby agree to the full Terms & Conditions available here.
This document includes the following:

- Scope of Services
- General Requirements
- Fees; Payment
- Access
- Limited Warranties; Limitations of Liability
- Indemnification
- Term; Termination
- Response; Reporting
- Confidentiality
- Third Party Services
- Ownership
- Arbitration
- Miscellaneous

DATA INTEGRITY SERVICES, INC.

By: _____

Print Name / Position

Date: _____

North Florida Water Utilities Authority

By: _____

Print Name / Position

Date: _____

Contact Information

Data Integrity Services, Inc. Master Services Agreement

Thank you for trusting Data Integrity Services, Inc. (“DIS,” “we,” “us,” or “our”) to provide you with professional information technology services. This Master Services Agreement (this “Agreement”) governs our business relationship with you, so please read this document carefully and keep a copy for your records.

SCOPE

- a. **Context.** Throughout this Agreement, references to “Client,” “you,” or “your” mean the entity who has accepted a quote, proposal, service order, statement of work, or similar document (electronic or otherwise) from DIS. (In this Agreement we refer collectively to these type of documents as a “Quote,” although the actual title or caption of the service-related documents might vary.)
 - i. **This document contains an arbitration provision that requires, under most circumstances, disputes to be settled by arbitration and not by a judge or jury. Please read the “Arbitration” section of this Agreement carefully.** This document also contains important provisions regarding your payment obligations, automatic renewal of ongoing services, limitations of liability, and other significant matters; please read this document and consider those issues carefully before accepting a Quote.
 - ii. **This document limits or, in some cases, eliminates the liability of DIS for services that it does not provide directly to you and/or which are provided to you by third parties (defined as “Third Party Services” and “Third Party Providers,” below).** Please read this document and consider such limitations carefully before accepting a Quote.
- b. **Scope of Services.** This is a “master” agreement and, as such, specific services are not listed in this Agreement. Instead, any services to be provided to you or facilitated for you (as applicable) will be described in a Quote (collectively, “Services”). The scope of our engagement with you is limited to those services expressly listed in a Quote; all other services, projects, and related matters are out-of-scope and will not be provided to you unless we expressly agree to do so in writing (collectively, “Out of Scope Services”). In addition to a Quote, the Services, as well as policies and procedures governing the Services, are defined, clarified, and governed under an additional document that we will refer to in this Agreement as a “Services Guide.” Our Services Guide is akin to a “user manual” that provides important and binding details about the Services, as well as additional policies and procedures that you and we will follow, for example, (i) how the Services are provided/delivered, (ii) service levels applicable to the Services, (iii) additional payment terms/obligations, and (iv) auto-renewal terms for the Services. **Please read both the Quote and the Services Guide before accepting the Quote.** If you have any questions about either of those documents or this Agreement, please do not sign the Quote and, instead, contact us for more information.
- c. **Version.** Each Quote will be governed under the version of this Agreement in place on the date that you accept the Quote. We may change this Agreement from time to time, and modified versions of this Agreement will apply to Quotes that you accept after the date of such modifications. You can determine the version of this Agreement by noting the “last updated” date indicated at the bottom of this document. We advise you to keep a copy of this document and keep track of the date indicated below when you accept a Quote.
- d. **Conflicts.** The provisions of a Quote govern over conflicting or materially different terms contained in this Agreement and the Services Guide, which allows us to craft solutions to meet your needs by making applicable changes in the Quote. Conflicting language between the Services Guide and this Agreement will be interpreted in favor of the Services Guide.
- e. **Third Party Providers/Services.** Some services may be provided to you directly by our personnel, such as situations in which our personnel install software agents on managed devices or physically install equipment at your premises. These services are distinguishable from services that are provided to you or us by third party providers, who are often referred to in the industry as “upstream providers.” (In this Agreement, we call upstream providers “Third Party Providers” and the services that Third Party Providers provide are called “Third Party Services”). By way of example, Third Party Services may include help desk services, malware detection and remediation services, firewall and endpoint security-related services, backup and disaster recovery solutions, and the provision of software used to monitor the managed part of your network, among others.
 - i. **Selection.** As your managed information technology provider, we will select the Third Party Providers that provide services appropriate for your managed information technology environment (the “Environment”) and facilitate the provision of those Third Party Services to you. Not all Third Party Services will be expressly identified as being provided by a Third Party Provider. We reserve the right to change Third Party Providers in our sole discretion as long as the change does not materially diminish the Services we are obligated to provide or facilitate under a Quote.

- ii. Reseller. We are resellers and/or facilitators of the Third Party Services and do not provide those services to you directly. **For this reason, we are not and cannot be responsible for any defect, act, omission, or failure of any Third Party Service or any failure of any Third Party Provider.** Third Party Services are provided on an “as is” basis only. If an issue requiring remediation arises with a Third Party Service, then we will endeavor to provide a reasonable workaround or, if available, a “temporary fix” for the situation; however, we do not warrant or guarantee that any particular workaround or fix will be available or achieve any particular result, or that Third Party Services will run in an uninterrupted or error-free manner.
- iii. Pass Through Increases. We reserve the right to pass through to you any incremental increases in the costs and/or fees for Third Party Services (“Pass Through Increases”). Since we do not control Third Party Providers or Third Party Services, we cannot predict whether such price increases will occur. Should they occur, we will endeavor to provide you with as much advance notice as reasonably possible.

IMPLEMENTATION

- a. **Advice; Instructions.** We may offer you specific advice and directions related to the Services (“Advice”). For example, our Advice may include increasing server or hard drive capacity, increasing CPU power, replacing obsolete equipment, or requesting that you refrain from engaging in acts that disrupt the Environment or that make the Environment less secure. You are strongly advised to promptly follow our Advice which, depending on the situation, may require you to make additional purchases or investments in the Environment at your sole cost. We are not responsible for any problems or issues, including but not limited to downtime or security-related issues, caused by or related to your failure to follow our Advice promptly. If, in our reasonable discretion, your failure to follow our Advice makes part or all the Services economically or technically unreasonable or impracticable to provide or facilitate, then we may provide you with no less than ten (10) days to remediate the issue(s). If the issues continue to exist after this ten (10) day period, then we may, at our discretion terminate the applicable Services For Cause (explained below) by providing notice of termination to you or, alternatively, we may adjust the scope of the Quote to exclude any impacted or affected portion of the Environment. Unless specifically and expressly stated in writing by us (such as in a Quote), any services required to remediate issues caused by your failure to follow our Advice, or your unauthorized modification of the Environment, as well as any services required to bring the Environment up to or maintain the Minimum Requirements (defined below), are out-of-scope.
 - i. Co-Management. In co-managed situations (e.g., where you have designated other vendors or personnel, or “Co-Managed Providers,” to provide you with services that overlap or conflict with the Services provided or facilitated by us), we will endeavor to implement the Services in an efficient and effective manner; however, (a) we will not be responsible for the acts or omissions of Co-Managed Providers, or the remediation of any problems, errors, or downtime associated with those acts or omissions, and (b) in the event that a Co-Managed Provider’s determination on an issue differs from our position on a Service-related matter, we will yield to the Co-Managed Provider’s determination and bring that situation to your attention. In co-managed situations, Client hereby agrees to indemnify and hold us harmless from and against any and all Environment-related issues, errors, downtime, exploitations, and/or vulnerabilities (collectively, “Environment Issues”), as well as any damages, expenses, costs, fees, charges, occurrences, obligations, claims, and causes of action arising from Environment Issues, where the Environment Issues cannot directly and unambiguously be traced back to any wrongdoing by DIS.
 - ii. Prioritization. All Services will be implemented and/or facilitated (as applicable) in a scheduled and prioritized manner as we determine reasonable and necessary. Exact commencement or start dates may vary or deviate from the dates we state to you depending on the Services being provided and the extent to which prerequisites (if any), such as transition or onboarding activities, must be completed.
 - iii. Modifications. To avoid a delay or negative impact on the Services, we strongly recommend that you refrain from modifying or moving the Environment, or installing software in the Environment, unless we expressly authorize such activity. In all situations (including those in which we are co-managing an Environment with your Co-Managed Provider as described above), we will not be responsible for changes to the Environment that are not authorized by us or any issues or errors that arise from those changes.
- b. **Third Party Support.** If, at our discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and invoice you for all fees and costs involved in that process (“OEM Fees”). If OEM Fees are anticipated in advance, we will endeavor to obtain your permission before incurring such expenses on your behalf unless exigent circumstances require us to act otherwise. We do not warrant or guarantee that the payment of OEM Fees will resolve any particular problem or issue, and it is understood that the resolution process can sometimes require the payment of OEM Fees to narrow (or potentially eliminate) potential issues.
- c. **Authorized Contact(s).** We will be entitled to rely on any directions or consent provided by your personnel or representatives who you designate to provide such directions or consent (“Authorized

Contacts”). If no Authorized Contact is identified in an applicable Quote or if a previously identified Authorized Contact is no longer available to us, then your Authorized Contact will be the person (i) who accepted the Quote, and/or (ii) who is generally designated by you during our relationship to provide us with direction or guidance. We will be entitled to rely upon directions and guidance from your Authorized Contact until we are affirmatively made aware of a change of status of the Authorized Contact. If your change is provided to us in writing (physical document or by email), then the change will be implemented within two (2) business days after the first business day on which we receive your change notice. If your change notice is provided to us in person or by telephone (live calls only), the change will be implemented on the same business day on which the conversation takes place. Do not use a ticketing system or help desk request to notify us about the change of an Authorized Contact; similarly, do not leave a recorded message informing us of a change to your Authorized Contact. We reserve the right but not the obligation to delay the Services until we can confirm the Authorized Contact’s authority within your organization.

- d. **Access.** You hereby grant to us and our designated Third Party Providers the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment solely as necessary to enable us or those providers, as applicable, to provide or facilitate the Services. Depending on the Service, we may be required to install one or more software agents into the Environment through which such access may be enabled. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for DIS or applicable Third Party Providers to provide or facilitate the Services to you. Proper and safe environmental conditions must always be provided and assured by you. DIS shall not be required to engage in any activity or provide or facilitate any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.
- e. **Ongoing Requirements.** Everything in the Environment must be genuine and licensed, including all hardware, software, etc. If we ask for proof of authenticity and/or licensing, you must provide us with such proof. If we require certain minimum hardware or software requirements (“Minimum Requirements”), you agree to implement and maintain those Minimum Requirements as an ongoing requirement of us providing the Services to you.
- f. **Response.** Our response to issues relating to the Services will be handled in accordance with the provisions of the Quote or, if applicable, Services Guide. In no event will we be responsible for delays in our response or our provision of Services during (i) those periods of time covered under the Transition Exception (defined below), or (ii) periods of delay caused by Scheduled Down Time, Client-Side Downtime, Vendor-Side Downtime (all defined below), or (iii) periods in which we are required to suspend the Services to protect the security or integrity of the Environment or our equipment or network, or (iv) delays caused by a force majeure event.
 - iv. **Scheduled Downtime.** For the purposes of this Agreement, Scheduled Downtime means the period of downtime during which we perform scheduled maintenance or adjustments to the Environment or to our network or systems. Scheduled Downtime will generally not occur Monday through Friday between the hours of 9:00 AM and 5:00 PM (local time in your jurisdiction) without your authorization or unless exigent circumstances require us to perform emergency maintenance or related activities. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to Scheduled Downtime.
 - v. **Client-Side Downtime.** We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions, or by your Co-Managed Provider’s acts or omissions (“Client-Side Downtime”). Client-Side Downtime includes, but is not limited to, any period during which we require your participation, or we require information, directions, or authorization from you but cannot reach your Authorized Contact(s).
 - vi. **Vendor-Side Downtime.** We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services or any expenses or costs to the extent that such delays, deficiencies, costs, or expenses are caused by Third Party Providers, third party licensors, or “upstream” service or product vendors.
 - vii. **Transition Exception.** You acknowledge and agree that for the first forty-five (45) days following the commencement date of any Service, as well as the entirety of any period during which we are performing off-boarding-related services (e.g., assisting you in the transition of the Services to another provider, terminating a service, etc.), any response time commitments previously provided to you will not apply to us, and it is understood that there may be unanticipated downtime or delays related to those activities (the “Transition Exception”).

FEES; PAYMENT

- a. **Fees.** You agree to pay the fees, costs, and expenses charged by us for the Services in accordance with the amounts, methods, restrictions, and schedules described in each Quote and the Services Guide (“Fees”). In addition to the Fees, you are responsible for any miscellaneous costs and expenses (not to exceed \$250/month without your prior consent) that we incur in providing or facilitating the

Services to you (“Miscellaneous Expenses”). Miscellaneous Expenses will generally appear as a line item entry on your invoice(s) and may include, for example, small device purchases such as delivery/postal/courier costs, data migration tools, and registration/service initiation fees charged by Third Party Providers. You are also responsible for all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes). If you qualify for a tax exemption, you must provide us with a valid certificate of exemption or other appropriate proof of exemption.

- b. **Nonpayment.** Fees that remain unpaid for more than thirty (30) days when due will be subject to interest on the unpaid amount(s) from the due date until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all the Services without prior notice to you if any portion of undisputed fees are not timely paid. Monthly or recurring charges (if applicable) will continue to accrue during any period of suspension. Notice of disputes related to Fees must be received by us within sixty (60) days after the date on which an applicable invoice is delivered to you, otherwise you waive your right to dispute the Fee thereafter. We reserve the right to charge a reasonable reconnect fee (of no more than 10% of your monthly recurring fees) if we suspend the Services due to your nonpayment.
- c. **Minimum Monthly Fees.** The initial Fees indicated in the Quote for recurring services are the minimum monthly fees (“MMF”) charged to you during the term. You agree that the amounts paid by you under the Quote will not drop below the MMF regardless of the number of users or devices to which the Services are directed or applied, unless we agree to the reduction. All modifications to the amount of hardware, devices, or authorized users under the Quote (as applicable) must be in writing and accepted by both parties.
- d. **Increases.** We reserve the right to increase our monthly recurring fees by reflecting the increase on your monthly invoices; provided, however, if a single increase in a calendar year or all such increases, in the aggregate, in a calendar year is/are more than five percent (5%) of the fees charged for the same Services in the prior calendar year, then you will be provided with a sixty (60) day opportunity to terminate the Services by providing us with written notice of termination (“Termination Option Period”). If you timely terminate the Services during the Termination Option Period, you will be responsible for the payment of all fees that accrue up to the termination date and all pre-approved, non-mitigatable expenses that we incurred in our provision of the Services through the date of termination (such as “per seat licensing costs”, as discussed below). Your continued acceptance or use of the Services after the Termination Option Period will indicate your acceptance of the increased fees. Pass Through Increases (described in the “Scope” section, above) are independent of any increases to our monthly recurring fees and will not be included in the five percent calculation described in this paragraph.
- e. **Method of Payments.** The fees listed in a Quote assume that all payments will be paid in cash by electronic transfer (i.e., ACH). **If you desire to pay by credit card, then we reserve the right to charge a convenience fee equal to the actual costs we incur to accept your credit card, which will not be more than four percent (4%) of the amount invoiced.** When enrolled in an ACH payment processing method, you authorize us to electronically debit your designated checking or savings account for any payments due under the Quote. This authorization will continue until otherwise terminated in writing by you. We will apply a \$20.00 service charge (or the maximum amount permitted by law, whichever is less) to your account for any electronic debit that is returned unpaid due to insufficient funds or due to your bank’s electronic draft restrictions.
- f. **Expenses.** Any costs or expenses that we incur while providing the Services during a national, state, or local emergency or during a period in which there are fuel, manpower, or other national or local shortages (“State of Emergency”) will be invoiced and payable by you. By way of example, such expenses may include incremental increases in the cost of gasoline or electrical power, or the purchase of health or safety equipment reasonably necessary to provide or facilitate the Services to you.

LIMITED WARRANTIES; LIMITATIONS OF LIABILITY

- a. **Hardware / Software Purchases.** All equipment, machines, hardware, software, peripherals, or accessories purchased through DIS (“Third Party Products”) are generally nonrefundable once the item is ordered from DIS’s third-party provider or reseller. If you desire to return a Third Party Product, then the third-party provider’s or reseller’s return policies will apply. We do not guarantee that Third Party Products will be returnable, exchangeable, or that re-stocking fees can or will be avoided, and you agree to be responsible for paying all re-stocking or return-related fees charged by the third-party provider or reseller. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality, or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. You will be responsible for all fees and costs (if any) charged for warranty-related service. All Third Party Products are provided “as is” and without any warranty whatsoever as between DIS and you (including but not limited to implied warranties).

- b. **Liability Limitations. This paragraph limits the liabilities arising from the Services and is a bargained-for and material part of our business relationship with you.** You acknowledge and agree that DIS would not provide any Services, or enter into any Quote or this Agreement, unless DIS could rely on the limitations described in this paragraph. In no event will either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to DIS), savings, or other indirect or contingent event-based economic loss arising out of or in connection with the Services, this Agreement, any Quote, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any Quote, even if a party has been advised of the possibility of such damages; however, amounts you owe us under this Agreement, reasonable attorneys' fees awarded to a prevailing party (as described below), your indemnification obligations, and any amounts due and payable pursuant to the non-solicitation provision of this Agreement shall not be limited by the foregoing limitation. Except for the foregoing exceptions, a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party's actual and direct damages, not to exceed the amount of fees paid by you (excluding hard costs for licenses, hardware, etc.) to DIS for the specific Service upon which the applicable claim(s) is/are based during the six (6) month period immediately prior to the date on which the cause of action accrued, or \$10,000, or the amounts that are actually paid out under a Responsible Party's insurance policy, whichever is greater. **The parties agree that only one of the foregoing financial remedies may be selected by an Aggrieved Party and once selected, the selected remedy shall be the sole financial remedy available to the Aggrieved Party to the exclusion of all other remedies.** The foregoing limitations shall apply even if the remedies listed in this Agreement fail of their essential purpose; however, the limitations shall not apply to the extent that such limitations are prohibited under applicable law, or to the extent that the Claims are caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, gross negligence, or to the extent that the Aggrieved Party failed to reasonably mitigate (or attempt to mitigate, as applicable) the Claims. Under no circumstances shall DIS have any liability for any claims or causes of action arising from or related to Out of Scope Services.
- c. **Waiver of Liability for Admin/Root Access.** We strongly advise you to refrain from providing administrative (or "root") access to the Environment to any party other than DIS, as such access by any person other than a DIS employee could make the Environment susceptible to serious security and operational issues caused by, among other things, human error, hardware/software incompatibility, malware/virus attacks, and related occurrences. If you request or require us to provide any non-DIS personnel (*i.e.*, non-DIS employees, Co-Managed Providers, etc.) with administrative or root access to any portion of the Environment, then you hereby agree to indemnify and hold us harmless from and against any and all Environment-related issues, downtime, exploitations, and/or vulnerabilities, as well as any damages, expenses, costs, fees, charges, occurrences, obligations, claims, and causes of action (collectively "Claims") arising from or related to any activities that occur, may occur, or were likely to have occurred in or through the Environment at an administrative or root level, as well as any issues, downtime, exploitations, vulnerabilities, or Claims that can reasonably be traced back or connected to activities occurring at the administrative or root level ("Activities") in the Environment provided, of course, that such Activities were not performed or authorized in writing by DIS. DIS's business records shall be final and determinative proof of whether any Activities were performed or authorized in writing by DIS.
- d. **Waiver of Liability for Legacy Devices.** As used herein, "Legacy Device" means a piece of equipment, device, hardware, or software that is outdated, obsolete, incompatible with industry-standards, and/or no longer supported by its original manufacturer. Legacy Devices may cause vulnerabilities in your network, or they may fail from time to time or cause other parts or processes of the Environment to operate improperly or (in some cases) fail. Neither we nor any Third Party Provider will be responsible for the remediation of issues arising from or related to the existence or use of Legacy Devices in the Environment, and we and our Third Party Providers will be held harmless from and against all issues, claims, and causes of action arising from or related to the existence or use of Legacy Devices in the Environment. We strongly advise you to review your company's insurance policies to determine the extent to which the existence of Legacy Devices in the Environment would create an exclusion of insurance coverage in the event of a security-related incident.

INDEMNIFICATION

Each party (an "Indemnifying Party") agrees to indemnify, defend, and hold the other party (an "Indemnified Party") harmless from and against all losses, damages, costs, expenses, or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the Indemnifying Party's breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel

of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.

TERM; TERMINATION

Please note: This section contains important provisions relating to the automatic renewal of managed services; please review this section, as well as the terms of your Quote, carefully. There are several dates of which you should be aware, including the effective/termination dates of this Agreement and the effective/termination dates of the Services under a Quote. Each Quote will have its own term and will be terminated only as provided in this Agreement or as provided in the Quote or Services Guide.

- a. **This Agreement.** This Agreement applies to all Services and is effective as of the date on which we provide or facilitate a Service to you or on the date on which you accept a Quote, whichever is earlier ("Effective Date"). This Agreement will terminate automatically (i) if you or we terminate this Agreement For Cause (described below), or (ii) thirty (30) days after the last date on which we have provided the Services to you or facilitated the Services for you (as applicable). Upon the termination of this Agreement or Services under a Quote, all Services will immediately and permanently cease; however, the termination of this Agreement or Services under a Quote shall not change or eliminate any fees that accrued and/or were payable to us prior to the date of termination, all of which shall be paid by you. **Please note, this Agreement shall not be terminated by either party without cause if Services are in progress under a Quote.**
- b. **Term.** The term of the Services will be as indicated in the applicable Quote and Services Guide. The termination of Services under one Quote shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other Services between the parties. **Please note, unless otherwise expressly stated in the Quote, the Services in each Quote automatically renew (please see "Auto-Renewal" section below). Moreover, regardless of the reason for termination, you agree to pay all Access Licensing-related fees as described in the Miscellaneous section, below.**
- c. **Termination Without Cause.** Unless otherwise indicated in the Quote or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, Services are in progress. In addition, no party will terminate a Quote without cause prior to the Quote's natural (*i.e.*, specified) expiration or termination date. (By way of example: If a Quote provides for an annual service, then the Services under that Quote cannot be terminated without cause prior to the expiration of one year). If you terminate the Services under a Quote without cause and without DIS's consent, then you agree to be responsible for paying the termination fee described in the "Termination for Cause" section, below.
- d. **Termination For Cause.** In the event that one party (a "Defaulting Party") commits a material breach under a Quote, Services Guide, or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately the Services under the relevant Quote (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party.
 - i) Remedies for Early Termination. If DIS terminates this Agreement or any Quote For Cause, or if you terminate any Services under a Quote without cause prior to such Quote's expiration date, then DIS shall be entitled to receive, and you hereby agree to pay to us, all amounts that would have been paid to DIS had this Agreement or Quote (as applicable) remained in full effect, calculated using the fees and costs in effect as of the date of termination ("Termination Fee"). If you terminate this Agreement or a Quote For Cause, then you will be responsible for paying only for those Services that were delivered properly and accepted by you up to the effective date of termination, as well as per-seat licensing fees (described below), and nothing more.
 - ii) Service Tickets. Given the vast number of interactions between hardware, software, wireless, and cloud-based solutions, a managed network may occasionally experience disruptions and/or downtime due to, among other things, hardware/software conflicts, communication-related issues, obsolete equipment, and/or user error ("Conflicts"). We cannot and do not guarantee that such Conflicts will not occur, and you understand and agree that the number of service tickets submitted by you is not, by itself, an indication of default by DIS.
- e. **Client Activity as a Basis for Termination.** If you or any of your staff, personnel, contractors, or representatives engages in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide or facilitate the Services to you and the activity does not cease after we provide notice of the issue(s) to you, then in addition to DIS's other rights under this Agreement, DIS will have the right upon providing you with ten (10) days prior written notice, to terminate this Agreement or the applicable Quote For Cause.
- f. **Consent.** You and we may mutually consent, in writing, to terminate a Quote or this Agreement at any time.

- g. **Auto-Renewal.** Unless otherwise expressly stated in the Quote, the term of any managed Service that is provided to you on an ongoing and recurring basis and which is invoiced monthly (a “Managed Service”) will, unless terminated earlier as per this Agreement, automatically renew for contiguous terms equal to the initial term of the Managed Service unless either party notifies the other of its intention to not renew the Managed Service in writing (email is sufficient for this purpose) no less than thirty (30) days before the end of the then-current Managed Service term. For the purposes of clarity, the term of non-Managed Services (such as one-time projects, break/fix assignments, temporary, non-recurring services, etc.) is not subject to auto-renewal.
- h. **Equipment / Software Removal.** Upon termination of this Agreement or applicable Quote for any reason, you agree to return to us all DIS-supplied equipment (such as equipment provided under a hardware-as-a-service paradigm). If any of the equipment is missing, broken or damaged (normal wear and tear excepted) or any DIS-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of all missing or damaged items.
- i. **Software Agents.** Certain services may require the installation of software agents in the Environment (“Software Agents”). Unless we expressly direct you to do so, you will not remove or disable, or attempt to remove or disable, any Software Agents. Doing so without our guidance may make it difficult or impracticable to remove the Software Agents, which could result in network vulnerabilities and/or the continuation of license fees for which you will be responsible, and/or the requirement that we remediate the situation at our then-current hourly rates, for which you will also be responsible.
- j. **Transition; Deletion of Data.** If you request our assistance to transition away from our services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to DIS providing its assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. You also understand and agree that any software configurations that we custom create or program for you are our proprietary information and shall not be disclosed to you under any circumstances. **Unless otherwise expressly stated in a Quote or Services Guide or prohibited by applicable law, we will have no obligation to store or maintain any Client data in our possession or control following the termination of this Agreement or the applicable Services.**

CONFIDENTIALITY

- a. **Defined.** Confidential Information means all non-public information provided by one party (“Discloser”) to the other party (“Recipient”), including but not limited to customer-related data, customer lists, internal documents, internal communications, proprietary reports and methodologies, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of the Recipient, (ii) was developed independently by the Recipient, or (iii) is or was lawfully and independently provided to the Recipient prior to disclosure by the Discloser, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.
- b. **Use.** The Recipient will keep the Confidential Information it receives fully confidential and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by the Discloser in writing, or (ii) as needed to fulfill its obligations under this Agreement, or (iii) as required by any law, rule, or industry-related regulation.
- c. **Due Care.** The Recipient will exercise the same degree of care with respect to the Confidential Information it receives from the Discloser as it normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.
- d. **Compelled Disclosure.** If a Recipient is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, and provided that it is not prohibited by law from doing so, that Recipient will immediately notify the Discloser in writing of such requirement so that the Discloser may seek a protective order or other appropriate remedy and/or waive the Recipient’s compliance with the provisions of this Section. The Recipient will use its best efforts, as directed by the Discloser and at the Discloser’s expense, to obtain or assist the Discloser in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that the Recipient has been advised, by written opinion from its counsel (which shall be shared with the Discloser), that the Recipient is legally compelled to disclose. To the extent that we are required to expend our resources to comply with a legal requirement concerning your information (such as a response to a subpoena or court order), then you agree to pay our then-current hourly rates for all time we expend in that process, as well as all non-mitigatable hard costs we incur in complying with our legal requirements.
- e. **Additional NDA.** In our provision of the Services, you and we may be required to enter into one or more additional nondisclosure agreements (each an “NDA”) for the protection of a third party’s Confidential

Information. In that event, the terms of the NDA will be read in conjunction with the terms of the confidentiality provisions of this Agreement, and the terms that protect confidentiality most stringently shall govern the use and destruction of the relevant Confidential Information. If in the normal provision of the Services we are in receipt of or otherwise have access to personal health information (as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), we will be your business associate as that term is defined under HIPAA and will enter into a mutually agreeable Business Associate Agreement.

OWNERSHIP

Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights, and other intellectual property owned by such party (“Intellectual Property”), and nothing in this Agreement, any Quote, or a Services Guide conveys or grants any ownership rights or goodwill in one party’s Intellectual Property to the other party. For the purposes of clarity, you understand and agree that we own any software, codes, algorithms, or other works of authorship that we create while providing the Services to you. If we provide licenses to you for third party software, then you understand and agree that such software is licensed, and not sold, to you, and your use of that software is subject to the terms and conditions of (i) this Agreement, (ii) the applicable Quote, (iii) written directions supplied to you by us, and (iv) any applicable End User Agreement (defined below); no other uses of such third party software are permitted. To the maximum extent permitted by applicable law, we make no warranty or representation, either expressed or implied, with respect to third party software or its quality, performance, merchantability, or fitness for a particular purpose.

ARBITRATION

Except for collections actions to recover fees due to us (“Collections”) or any amounts that qualify for small claims court jurisdiction in our local jurisdiction, all disputes, claims, or controversies arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by arbitration before one arbitrator who is mutually agreed upon by the parties. **There is no jury involved in arbitration, and by agreeing to arbitrate you are agreeing to waive any right you may have to a trial by a jury.** The arbitration shall be administered and conducted by the American Arbitration Association (the “AAA”) pursuant to the AAA’s arbitration rules for commercial disputes (the “Rules”). In the event of any inconsistency between the Rules and the procedures set forth in this paragraph, the procedures set forth in this paragraph will control. The arbitrator will be experienced in commercial contracts and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, the AAA shall select the arbitrator. The arbitration shall take place in our office unless we agree to a different venue. The arbitrator will determine the scope of discovery in the matter; however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. Initially, the cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys’ fees and costs.

MISCELLANEOUS

- a. **Incident Mitigation Coverage.** If an incident occurs for which you intend to apply for insurance coverage (an “Insurable Incident”), you are advised to first notify your insurance carrier prior to requesting that we attempt to remediate the Insurable Incident. **Some insurance policies may require you to use specific solution providers other than DIS to remediate Insurable Incidents, and the use of non-carrier approved vendors may reduce or nullify your insurance coverage.** If you request that we remediate an Insurable Incident, then you agree that (i) our services will be billed to you, and you agree to pay for those services, at our then-current hourly rates (unless we agree otherwise in writing), and (ii) you waive all rights of subrogation for the Insurable Incidents and we, as well as our insurance carrier(s), will be held harmless if our efforts negatively impact your insurance coverage.
- b. **Changes to Services Guide.** Services, and the policies governing the implementation, facilitation, or provision of the Services, may be further described and governed under our Services Guide (described above). We reserve the right, and you hereby agree that we are permitted, to modify our Services Guide (and the Services themselves) from time to time and at our discretion, to accommodate changes in the industry and relevant services required under a Quote. You will be notified of any changes that materially and negatively impact the Services by email.
- c. **End User Agreements.** Portions of the Services may require you to accept the terms of one or more third party end user license agreements (EULAs), third party customer agreements, and/or third party subscription agreements (collectively, “End User Agreements”). **If the acceptance of an End User Agreement is required for you to receive any Services, then you hereby grant us permission to accept the applicable agreement(s) on your behalf.** You may request a list of all End User Agreements into which we have entered on your behalf by sending your written request to us (email is sufficient for this purpose). If an End User Agreement deviates materially from industry-standards (*i.e.*, contains terms that are different than those generally offered by similarly situated companies to end users on an industry-wide basis), then we will bring that situation to your attention. End User Agreements may contain service levels, warranties and/or liability limitations different from those contained in this Agreement. **You agree to be bound by the terms of all applicable End User Agreements.** If, while providing the Services, you or we are required to comply with an End User Agreement and that agreement is modified or amended, we reserve the right to modify or amend any applicable Quote with you to ensure your and our continued compliance with the terms of the applicable End User Agreement.
- d. **Devices.** You hereby represent and warrant that we are authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones, and tablet computers) that are connected to the Environment (collectively, “Devices”), regardless of whether such Devices are owned, leased, or otherwise controlled by you. Unless otherwise stated in writing by us, Devices managed under a Quote will not receive or benefit from the Services while the devices are powered off, detached from, or unconnected to, the Environment. **Client is strongly advised to refrain from connecting Devices to the Environment where such devices are not previously known to us and are not expressly covered under a managed service plan from us (“Unknown Devices”).** We will not be responsible for the diagnosis or remediation of any issues in the Environment caused by the connection or use of Unknown Devices in the Environment, and we will not be obligated to provide the Services to any Unknown Devices.
- e. **Insurance Forms.** If we assist in the preparation or completion of any insurance-related forms, questionnaires, or similar third party documentation, you understand and agree that our responses are based on our knowledge of your managed IT environment as of the date of those responses. To the extent that your managed IT environment has been modified by you or any third party without our knowledge, and/or to the extent that you have circumvented, disabled, or failed to implement any features or functions of any of the Services we provide or facilitate for you (collectively, “Unauthorized Activity”), our responses may be incorrect or obsolete and should not be relied upon. You agree to hold us harmless and indemnify us against any against any claims, expenses, and fees (including reasonable attorneys’ fees) that we incur because of any Unauthorized Activity or the inaccuracy of our responses where such inaccuracies arise from, or are based on, Unauthorized Activity.
- f. **Equipment.** The information on equipment returned to us at the end of the Services will be deleted; however, we cannot and do not guarantee that deleted information will be rendered irrecoverable under all circumstances. For that reason, we strongly recommend that you permanently delete any personal, confidential, and/or highly-sensitive information from such equipment before returning that equipment to us.
- g. **Title to Purchased Hardware.** Title to hardware, devices, or accessories purchased through us (“Purchased Hardware”) will not pass to Client until we have received, in full, all applicable fees for the Purchased Hardware. Notwithstanding the foregoing, upon Client’s receipt (at its delivery location) or possession of the Purchased Hardware, regardless of whether all purchase-related fees have been paid, Client is fully responsible for all risk of loss and/or damage to the Purchased Hardware.
- h. **Compliance; No Legal Advice.** Unless otherwise expressly stated in a Quote, the Services are not intended, and will not be used, to bring you into full regulatory compliance with any rule, regulation, or requirement that may be applicable to your business or operations. Depending on the Services provided, the Services may aid your efforts to fulfill regulatory compliance; however, unless otherwise

explicitly stated in the Quote, the Services are not (and should not be used as) a compliance solution. Neither the results of any Service nor any proposed or suggested remediation, action, or response plan (“Plan”) are legal advice and shall not be construed as such. Client is responsible for obtaining its own legal representation related to any of Client’s industry, regulatory, and/or statutory-related requirements (“Applicable Laws”). Client is advised to consult its own legal resources before relying on any advice or recommendations made by DIS that pertain to or impact Applicable Laws. Client understands that any Plan provided to Client will be based on the status of the applicable rules/laws in place at the time that the Plan is delivered, and subsequent changes to the status or content of any applicable laws/rules may render the Plan obsolete.

- i) **Compliance-as-a-Service.** If you subscribe to a compliance-as-a-service (“CaaS”) or similar type of service (as indicated in a Quote), then you understand and agree (a) you must provide full, complete, and accurate information to us and/or our designated Third Party CaaS provider, (b) the CaaS-related instructions and recommendations only apply to your business as of the date that such instructions and recommendations (“CaaS Results”) are provided. Subsequent changes in relevant law may render the CaaS Results inaccurate or obsolete, in which event you would be required to update or re-enroll in CaaS services, at your cost, to ensure continued compliance.
- i. **Disclosure.** You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services. Similarly, if you are subject to responsibilities under any applicable privacy law (such as HIPAA), then you agree to identify to us any data or information subject to protection under that law prior to providing such information to us or, as applicable, prior to giving us access to such information.
- j. **No Fiduciary.** The scope of our relationship with you is limited to the specific Services provided to you; no other relationship, fiduciary or otherwise, exists or will exist between us. If, by operation of law, a fiduciary relationship is imposed or presumed for out-of-scope services, you hereby waive that relationship and any fiduciary obligations thereunder.
- k. **Virtual Security.** You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malicious actors, intentional (or unintentional) actions, or malware such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are downloaded or installed into the Environment. We do not warrant or guarantee that any security-related service, product, or solution offered, implemented, or facilitated by us will be capable of detecting, avoiding, quarantining, or removing all malicious code, spyware, malware, etc., or that any data deleted, corrupted, or encrypted by any of the foregoing (“Impacted Data”) will be recoverable. Unless otherwise expressly stated in a Quote, the recovery of Impacted Data is out-of-scope. Moreover, unless expressly stated in a Quote or Services Guide, we will not be responsible for activating multifactor authentication in any application in or connected to the Environment. **You are strongly advised to (i) educate your employees to properly identify and react to “phishing” activity (i.e., fraudulent attempts to obtain sensitive information or encourage behavior by disguising oneself as a trustworthy entity or person through email), and (ii) obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a “best practice” scenario. Unless a malware-related incident is caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.**
- l. **Physical Security.** You agree to implement and maintain reasonable physical security for all managed hardware and related devices in your physical possession or control. Such security measures should include (i) physical barriers, such as door and cabinet locks, designed to prevent unauthorized physical access to protected equipment, (ii) an alarm system to mitigate and/or prevent unauthorized access to the premises at which the protected equipment is located, (iii) fire detection and retardant systems, and (iv) periodic reviews of personnel access rights to ensure that access policies are being enforced, and to help ensure that all access rights are correct and promptly updated.
- m. **Updates.** Patches and updates to hardware and software (“Updates”) are created and distributed by third parties—such as equipment or software manufacturers—and may be supplied to us from time to time for installation into the Environment. If Updates are provided to you as part of the Services, we will implement and follow the manufacturers’ recommendations for the installation of Updates; however, (i) we do not warrant or guarantee that any Update will perform properly, (ii) we will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, (iii) we will not be responsible for the remediation of any device or software that is rendered inoperable or non-functional due to the Update, and (iv) we reserve the right, but not the obligations, to refrain from installing an Update until we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the Environment and materially beneficial to the features or functionality of the affected software or hardware.

- n. **No Poaching.** Each party (a “Restricted Party”) acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Restricted Party will not, individually or in conjunction with others, directly or indirectly hire or retain the services of any of the other party’s employees with whom the Restricted Party worked (each, a “Restricted Employee”), or solicit, induce, or encourage a Restricted Employee to discontinue or reduce the scope of the Restricted Employee’s business relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this section, the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, if the Restricted Party does not promptly cure the situation after receiving notice of the breach from the other party, then the Restricted Party will pay the other party as liquidated damages and not as a penalty an amount equal to one hundred thousand dollars (\$100,000) or the amount that the other party paid to that employee in the one (1) year period immediately preceding the date on which the Restricted Party violated the foregoing restriction, whichever is greater. In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party’s employees by the Restricted Party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current Quote immediately For Cause.
- o. **Collections.** If we are required to send your account to Collections or to start any Collections-related action to recover undisputed fees, we will be entitled to recover all costs and fees we incur in the Collections process including but not limited to reasonable attorneys’ fees and costs.
- p. **Assignment.** Neither this Agreement nor any Quote may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, a party may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of its business or any other transaction in which ownership of more than fifty percent (50%) of its voting securities are transferred; provided, however, that the assignee expressly assumes, in writing, the assignor’s obligations hereunder.
- q. **Amendment.** This Agreement and any Quote may be amended only by a written document (email or similar electronic documents are sufficient for this purpose) that is initiated by us, and that specifically refers to this Agreement or the Quote being amended and is affirmatively accepted in writing (email or electronic signature is acceptable) by you.
- r. **Time Limitations.** The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of or related to any Service (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.
- s. **Severability.** If any provision in this Agreement, any Quote, or the Services Guide is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity or unenforceability so that the remainder of that provision and all remaining provisions will be valid and enforceable to the fullest extent permitted by applicable law.
- t. **Other Terms.** We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.
- u. **No Waiver.** The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
- v. **Merger.** This Agreement coupled with the Quote and the Services Guide sets forth the entire understanding of the parties and supersedes all prior agreements, arrangements or understandings related to the Services; however, any payment obligations that you have or may have incurred under any prior or superseded agreement are not nullified by this Agreement and remain in full force and effect. No representation, promise, inducement, or statement of intention has been made by either party which is not embodied herein. We will not be bound by any of our agents’ or employees’ representations, promises or inducements unless they are explicitly set forth in this Agreement or in a Quote or Services Guide. **Marketing materials and promotional information available at our website (including but not limited to Service descriptions, potential results, customer endorsements, etc.) are for illustrative or educational purposes only and are not intended to create, and will not be interpreted as creating, additional duties, requirements, service levels, or promises or guarantees of specific Services or specific results.**
- w. **Force Majeure.** Neither party will be liable to the other party for delays or failures to perform its obligations because of circumstances beyond such party’s reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare,

cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.

- x. **Survival.** The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.
- y. **Governing Law; Venue.** This Agreement will be governed by, and construed according to, the laws of the state of Florida. You hereby irrevocably consent to the exclusive jurisdiction and venue of Polk County, Florida, for all non-arbitrable claims and causes of action with us that arise from or relate to this Agreement.
- z. **No Third Party Beneficiaries.** The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- aa. **Usage in Trade.** It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, or supplement in any manner the terms of this Agreement.
- bb. **Notices; Writing Requirement.** Where notice is required to be provided to a party under this Agreement, such notice may be sent by postal mail, overnight courier, or email as follows: notice will be deemed delivered three (3) business days after being deposited in postal mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx, DHL, or other overnight courier, or one (1) day after notice is delivered by email. Notice sent by email will be sufficient only if the message is sent to the last known email address of the recipient or such other email address that is expressly designated by the recipient for the receipt of legal notices. All electronic documents and communications between the parties, including email, will satisfy any “writing” requirement under this Agreement.
- cc. **Independent Contractor.** DIS is an independent contractor, and is not your employer, employee, partner, or affiliate.
- dd. **Contractors.** Should we elect to use contractors to provide onsite services to you (such as the installation of equipment or the installation of software on local devices), we will guarantee that work as if we performed that work ourselves. For the purposes of clarity, you understand and agree that Third Party Services are resold to you and, therefore, are not contracted or subcontracted services; and Third Party Providers are not our contractors or subcontractors.
- ee. **Data & Service Access.** Some of the Services may be provided by persons outside of the United States and/or your data may occasionally be accessed, viewed, or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify these standard service provisions, in which case additional (and potentially significant) costs will apply.
- ff. **Access Licensing.** One or more of the Services may require us to purchase certain “per seat” or “per device” licenses (often called “Access Licenses”) from one or more Third Party Providers. (Microsoft “New Commerce Experience” licenses as well as Cisco Meraki “per device” licenses are examples of Access Licenses.) With very limited exceptions, Access Licenses cannot be canceled once they are purchased and often cannot be transferred to any other customer. **For that reason, you understand and agree that regardless of the reason for termination of the Services, fees for Access Licenses are non-mitigatable and you are required to pay for all applicable Access Licenses in full for the entire term of those licenses.** Provided that you have paid for the Access Licenses in full, you will be permitted to use those licenses until they expire.
- gg. **Critical Vendor Status.** If you declare bankruptcy, or there is an assignment for the benefit of creditors, then you agree that we are a “critical vendor” and you will take all steps necessary to have us designated as a “critical vendor” entitled to payment and all other statuses and priorities afforded to any of your other critical vendors.
- hh. **Counterparts.** The parties intend to sign, accept and/or deliver any Quote, this Agreement, or any amendment in any number of counterparts, and each will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and/or deliver any Quote, this Agreement, or any amendment electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature) or by reference (as applicable).

Last Updated: March 2024

ADDENDUM TO DATA INTEGRITY SERVICES, INC. MASTER SERVICES AGREEMENT

Per diem and travel expenses of authorized persons. All per diem and travel expenses related to DATA INTEGRITY SERVICES, INC. (“DIS” or “Contractor”) services provided to NORTH FLORIDA WATER UTILITIES AUTHORITY (“Customer” or “Client”) under written proposal and summary for DIS Quote No. DISQ25521, dated August __, 2025, and DIS Master Services Agreement (together, the “Agreement”), if any, are subject to and limited by Florida Statutes s. 112.061, as from time to time amended.

Florida Public Records Laws Compliance. Contractor acknowledges Client’s obligations under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. Contractor acknowledges that Client is required to comply with the Public Records Laws in the handling of the materials created under this Agreement and that the Public Records Laws control over any contrary terms in this Agreement. Contractor shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement. In accordance with Section 119.0701(3)(a), Florida Statutes (or successor statutes), a request to inspect or copy public records related to this Agreement must be made directly to Client.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT SHANNON ROBERTS AS PUBLIC RECORDS CUSTODIAN AT (386) 590-0732, ShannonR@suwcountyfl.gov, 135 NE Hernando Avenue, Ste. 203, Lake City, FL 32055.

Choice of Florida Law and Venue. Customer is an independent special district of the State of Florida, created by act of the Florida Legislature and governed by Florida law. Notwithstanding any contrary provision in this agreement, Florida law shall control the interpretation and enforcement of this agreement and as to all contractual duties and responsibilities between the parties. Venue shall lie in Circuit Court in Columbia County, Florida, or if federal jurisdiction applies, in the U.S. District Court for the Middle District of Florida, Jacksonville Division.

Nondiscrimination Compliance by Client. The Client is a public body which does not discriminate regardless of race, religion, nationality, or gender in the bidding and award process for contracts and commodities. Pursuant to s. 287.05701, Florida Statutes, as amended, the Client may not request documentation of or consider a vendor’s social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor’s social, political, or ideological interests.

Limitation on Customer’s Liability for Indemnification. Customer is an agency or subdivision of the State of Florida for purposes of Florida Statutes s. 768.28 re waiver of sovereign immunity in tort actions. Nothing in the agreement between DIS and Customer is intended to serve as a waiver of Customer’s sovereign immunity nor does it extend Customer’s liability beyond the limits established in Section 768.28, Florida Statutes. Customer does not waive any defense of sovereign immunity or increase the limits of its liability by entering into this Agreement.

Tax-Exempt Status. Customer has provided DIS with a true copy of Customer's Florida State Sales Tax Exemption Certificate. Customer shall not be subject to any sales or use taxes related to the services or products provided to Customer by DIS under the Agreement.

Duly executed as an Addendum to the Agreement on the dates set forth below:

CONTRACTOR:

CLIENT:

DATA INTEGRITY SERVICES, INC.

NORTH FLORIDA WATER UTILITIES AUTHORITY

By: _____

By: _____

Name: _____

Rocky Ford, Chairman of the Board

Title: _____

Date: _____

Date: _____



NEXBILLPAY MASTER SERVICES AGREEMENT

This Master Services Agreement (“Master Services Agreement”) is entered into by and between Nexbillpay, LLC, a Delaware limited liability company, doing business as Nexbillpay with its principal office located at 2416 Green Springs Highway, Birmingham, AL 35209, and the following Customer.

Customer Information

Customer provides in this section information necessary to receive services under this Agreement. Customer is responsible for providing and keeping current any information about Customer needed by Nexbillpay. All information about Customer found in this document is located on the last page and should be supplied when this Agreement is made and should be updated by Customer’s notice to Nexbillpay whenever the information changes.

Customer and each person signing this agreement represents that to legally execute agreements by the Customer, that will be legally binding the following entities listed on page 8 of the MSA must execute this document

Customer agrees to provide upon request by Nexbillpay repeated updates to the above information so that the information about Customer shall remain current at all times, and be supplied regularly by customer.

Customer Notices to Nexbillpay

Required Notices under this agreement to Nexbillpay shall be transmitted and delivered to Nexbillpay by sending U. S. Postal Mail properly addressed and prepaid to both Jeff Weldon, President separately and to Chase Elmore, Vice President separately at 2416 Green Springs Highway, Birmingham, AL 35209, and additionally by transmitted properly addressed electronic mail to each of the two same individuals at the following email addresses: jweldon@nexbillpay.com and celmore@nexbillpay.com. Courtesy calls will be appreciated to (800) 639-2435.

General Agreement

NOW, THEREFORE, in consideration of the mutual covenants in this agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, covenant and agree as follows.

Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning stated in these Definitions, unless the context requires otherwise.

“**Agreement**” or “**Contract**” shall refer to this Agreement, entitled Master Services Agreement, as superseded or amended by signed agreements from time to time.

“**User**” shall mean the users of the Customer’s goods and services who choose to pay Customer by using merchant accounts, providing credit card processing or additional electronic processing, including:

- a credit card acceptable to Customer and Nexbillpay;
- a debit card acceptable to Customer and Nexbillpay;
- the Customer’s web portal acceptable to Nexbillpay;
- the Customer’s Interactive Telephone Voice Response System (“IVR”) acceptable to Nexbillpay;
- the Customer’s secure Internet interface acceptable to Nexbillpay;
- the Customer’s stand-alone point of sale (“VTerminal”) acceptable to Nexbillpay;
- any payment or data processing system acceptable to Nexbillpay and generally commercially acceptable now or in the future, for payment or utility data, such as Apple Pay or Google Wallet, whether or not using mobile computers and devices, such as smartphones

but, the following means of payment are not currently acceptable to Nexbillpay: currency, coins, paper checks, money orders, goods, or human labor or efforts to perform services for Customer or Nexbillpay.

“**Effective Date**” shall be the last date upon which both parties have exchanged and actually received either (i) pen and ink signed paper originals or (ii) complete images of pen and ink signed originals of this Agreement. Typed electronic signatures are not acceptable. The title or position for each signatory is required. The Effective Date is the date this agreement goes into effect, but services are only provided on or after the Launch Date.

“**Launch Date**” shall be the date on which Customer launches or launched this service to the Users.

“**Services**” shall include the Services approved outlined in Schedule A of this Agreement.

“**Nexbillpay Authorized Processor**” shall mean a Nexbillpay authorized merchant account provider and or payment processing gateway.

“**Reversed or Charged-back Transaction**” shall mean any cancelled transactions due to any failure of a transaction, including User error, any User’s challenge to the authenticity or authorization of any transaction, or any mistake by any processor.

Service and Transaction Fees to Nexbillpay

Nexbillpay and other processors arranged by Nexbillpay will charge each User a transaction fee for each transaction processed. Neither Customer or User shall have any claim to such fees nor the right to direct the use or allocation of such fees.

Monthly Invoicing (if applicable) YES NO

Monthly invoices from Nexbillpay to Customer will include transactions for the previous month. Customer will receive only an electronic invoice. Customer grants to Nexbillpay the right to automatically create an ACH transaction to the Customer’s designated checking/savings account to pay all invoices from Nexbillpay to Customer and monies due to Nexbillpay.

Explicit User Confirmation Required

Nexbillpay and Customer may, but are not required by this Agreement, to confirm the dollar amount of all Payments and Service and Transaction Fees to be charged to a User.

The Nexbillpay Service Fee will be collected separate from the Payment Amount.

Monthly Minimum YES NO

Customer is required to meet a \$100.00 monthly minimum collected amount for Nexbillpay Service and Transaction Fees 90 days from underwriting approval . If Customer does not meet the required monthly minimum the Customer is responsible for the difference between the collected Nexbillpay Service and Transaction Fees and the \$100.00 monthly minimum. Customer grants to Nexbillpay the right to automatically create an ACH transaction to the Customer’s designated checking/savings account to pay all invoices from Nexbillpay to Customer and monies due to Nexbillpay.

Merchant Account and Transaction Authorization

Customer must have one or more merchant accounts authorized, such as an account for electronic credit or debit card processing. For authorization purposes, Nexbillpay will normally electronically transmit all payment transactions to the appropriate processing center in real time as the transactions occur. Delayed transmissions may be caught up when time and circumstances permit.

Electronic payment processing is independently and competitively available in the market for electronic processing. Examples of the possibilities are found in Apple Pay internet materials. <https://support.apple.com/en-us/HT204274>. Apple Pay is a trademark of Apple.

Settlement of Transactions

Nexbillpay together with its authorized payment processor shall forward the User's payment to the appropriate payment organizations for settlement directly to the Customer's depository bank account previously designated by the Customer (hereinafter the "Customer Bank Account").

Nexbillpay together with its authorized processor(s) will continuously review its settlement and invoicing processes for its simplicity and efficiencies. Customer and Nexbillpay agree to fully cooperate with each other if Nexbillpay were to change its settlement and invoicing processes.

Reversed or Chargeback Transactions

Nexbillpay may reverse or chargeback transactions. Customer may request that Nexbillpay reverse or chargeback by the Customer by contacting Nexbillpay directly via email and requesting a reversal or chargeback of specific fully identified transactions and shall state in full detail the facts known to Customer to justify the reversal or chargeback. Nexbillpay will consider reversal or chargeback and if reversal or chargeback is agreed by Nexbillpay, the amount paid to Customer for goods and services and fees after deduction of service and transaction fees will be refunded to the User; however, the Nexbillpay Service and Transaction Fees will be kept by Nexbillpay and are non-refundable, and will not be refunded to the User. The remittance file sent to Customer by Nexbillpay will contain a record of such transactions whenever such transactions occur. Customer shall handle communications with User and shall be clear with User that no representations or promises are made to or for the benefit of the User. With respect to all Reversed or Chargeback Card Transactions that are substantiated by a User and approved by an authorized representative of Nexbillpay and the Customer: (i) the Customer authorizes Nexbillpay and Nexbillpay Authorized Processor (or the respective card organization) to charge the Customer Bank Account for the amount of the corresponding Payment and (ii) Nexbillpay shall refund to the Card organization (for credit back to the User) the corresponding Nexbillpay Service Fees. The Customer agrees that it shall not refund in cash to a User any Payment made using Nexbillpay Services.

Review of Reversed and Charged Back Transactions

Nexbillpay will continuously review its processes for Reversed or Charged-back transactions. Customer and Nexbillpay agree to fully cooperate with each other if Nexbillpay were to change its settlement and invoicing processes for such transactions.

Service Reporting

Nexbillpay shall provide Customer with reports summarizing use of the Services by Users for a given reporting period.

User Communication by Customer

Both parties agree that Nexbillpay will be presented as a payment method option to Customer's users. Customer will communicate the Nexbillpay option to its residential and commercial customers wherever Customer usually communicates its other payment methods.

Customer will make Nexbillpay Services available to its residential and commercial customers by different means of customer communication including:

- a) through bills, invoices and other notices;
- b) by providing IVR, Kiosk and Web payment details on the Customer's website including a "Pay Bill Online" or similar links on a mutually agreed prominent place on the web site;
- c) through Customer's general IVR/Phone system; and
- d) other channels deemed appropriate by the Customer and Nexbillpay.

Intellectual Property of Nexbillpay

In order that the Customer may promote the services and Nexbillpay role in providing the Services, Nexbillpay grants to Customer a revocable, non-exclusive, royalty-free, license to use Nexbillpay logo and other service marks (the "Nexbillpay Marks") for such purposes only. Other than the terminable license to use the Nexbillpay Marks, Customer does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Nexbillpay on the IVR, kiosk or the website) or other intellectual property right of Nexbillpay ("Nexbillpay Intellectual Property"). All Nexbillpay Marks, Nexbillpay Intellectual Property, and the System and all rights therein (other than rights temporarily expressly granted herein during the term of this agreement) and goodwill pertaining thereto belong exclusively to Nexbillpay. This license is limited to Customer's use for Nexbillpay services and the license terminates when this Agreement terminates. Customer agrees to advise Nexbillpay of any use of its logos, graphics and other marketing materials by any persons or firms that are not a current Nexbillpay customer.

Customer's Responsibilities

In order for Nexbillpay to provide Services outlined in this Agreement, the Customer shall cooperate with Nexbillpay by:

- (i) Customer will enter into all applicable and necessary merchant Card, ACH or Cash Management agreements.
- (ii) For the duration of this Agreement, Customer will keep a bill payment link connecting to the Nexbillpay System at a prominent and mutually agreed location on the Customer website for users. If applicable, the phone number for the IVR payment will also be added to the website. Customer will also add the IVR payment option as part of the Customer's general phone system. Customer will be required to provide Nexbillpay with a constantly updated customer list necessary for the IVR system for the duration of this agreement.
- (iii) Within 30 days of the merchant account setup, Customer will launch the service to the users.
- (iv) Within 60 days of the merchant account setup, Customer must submit all required information for application approval.

Governing Law

This agreement shall be interpreted and governed by the internal laws of the state of Florida without reference to any other law of any state.

Authorized Representative

Each party shall designate in writing an individual to act as a representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the designated individuals.

Notices to Nexbillpay from Customer

Notices shall be deemed received on the date the notice is actually physically received if given by hand delivery or given by properly addressed first class US Postal mail, and emailed notices shall be deemed to have been given upon on date said notice was received in the recipients' email box properly addressed.

Notices to Customer from Nexbillpay

Notices shall be deemed received on the date the notice is actually physically received if given by hand delivery or given by properly addressed first class US Postal mail, and emailed notices shall be deemed to have been given upon date said notice was received in the recipients' email box properly addressed.

Customer Notice: shall be in writing and shall be given (1.) by properly addressed and mailed U. S. Postal mailed by Nexbillpay, LLC,, (2.) by paid overnight delivery service such as Federal Express, or (3.) by hand delivery to an individual authorized to receive mail for the below listed individuals, at the following locations:

- **Except notices that the Agreement expressly permits to be given by email, all notices of any type hereunder to Customer shall be properly addressed and delivered by Nexbillpay to the following person and email address:**
- **Person to Contact at Customer for Notices to Customer: Wendy Parnell**
- **Email for Notices to Customer: wparnell@columbiacountyfla.com**
- **Customer Phone: 405-466-3741**

Notices shall be deemed received on the date the notice is actually physically received whether if given by hand delivery, or if notices given by US Post, then notices shall be deemed to have been given upon on date said notice was received in the mail addressed in the manner set forth above.

Interpretation

It is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

Independent Contractors

Customer and Nexbillpay agree and understand that each is a separate legal entity and that the relationship between both parties is that of independent contractors, and there is no relationship between the parties in the nature of a partnership, joint venture, co-owners or a legally recognizable consortium of any type or form.

Amendment of Agreement

Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and the Agreement shall be read as if said word, sentence or paragraph did not exist.

Attorney's Fees

Should any litigation or dispute arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

Confidentiality

Both parties agree not to disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains during the term of this Agreement about the parties' business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models, and personnel. Nexbillpay will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential User information it received in connection with its performance of the services.

Force Majeure

Nexbillpay will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond its reasonable control and without its major fault or judgment, including without limitation, any event or circumstance caused in whole or in part the presence of threatened presence of radioactive materials, by any failure of the Internet, failure, delay, or unreliability of any telecommunications services, natural disasters, war, revolution, terrorist acts, riots, acts of a government entity (in a sovereign or contractual capacity), fire, storms, pandemics, quarantines, restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses of utilities (including electric service and telecommunications services), computer "hacker" attacks, delays of common carrier and/or any combination of any of these causes.

Time of the Essence

Nexbillpay and Customer acknowledge and agree that time is of the essence for the completion of the Services to be performed and each parties' respective obligations under this Agreement.

Nexbillpay Indemnification and Hold Harmless

Nexbillpay agrees to the fullest extent permitted by law, to indemnify and hold harmless the Customer and its governing officials, agents, employees, and attorneys (collectively, the "Customer Indemnities") from and against all liabilities, demands, losses, damages, costs or expense (including reasonable attorney's fees and costs), incurred by any Customer Indemnities as a result of arising out of (i) the willful misconduct or negligence of Nexbillpay in performing the Services or (ii) a material breach by Nexbillpay of its covenants or (iii) any release of confidential customer information from Nexbillpay's archives or activities.

Disclaimer of Claims or Rights to Trademarks

Nexbillpay claims trademark rights in the marks Nexbillpay and Nexbillpay, LLC. Customer disclaims any rights to the marks Nexbillpay and Nexbillpay, LLC.

Customer Indemnification and Hold Harmless

Without waiving, mitigating or abrogating any and all statutory immunities or limitations on liability, the Customer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Nexbillpay, its affiliates, officers, directors, stockholders, agents, employees and representatives, (collectively, the "Nexbillpay Indemnities") from and against all liabilities, demands, losses, damages, costs or expenses (including without limitation reasonable attorney's fees and expenses) incurred by any Nexbillpay Indemnities as a result or arising out of (i) the willful misconduct or negligence of Customer related to the Services or (ii) a material breach of Customer's covenants.

Nexbillpay IP Indemnification

Nexbillpay represents it owns or otherwise has the legal authority to make use of all intellectual property necessary to provide the Services to Customer. Nexbillpay agrees to indemnify, defend and hold Customer harmless from any and all claims, suits, causes of action or demands for damages related to any challenge of said authority by any third party and any alleged infringement of copyright, trademark or trade dress arising out of Nexbillpay's provision of services under this Agreement. Indemnity by Nexbillpay pursuant to this paragraph is conditioned upon Customer:

- giving Nexbillpay, prompt written notice of any claim, action, suit or proceeding for which the Customer is seeking indemnity.
- providing reasonable cooperation to Nexbillpay to provide defense and indemnification to Customer.
- upon request by Nexbillpay, granting Nexbillpay control of the selection of defense counsel, and decisions regarding defense and settlement; and
- reasonably cooperating with Nexbillpay in its defense, settlement, or trial of any matter for which indemnification is sought.

Nexbillpay shall defend Customer against any third-party claim, action, suit or proceeding alleging trademark or copyright infringement, but Customer shall be solely responsible for costs of defense for any claim of infringement based upon content or images provided by Customer to Nexbillpay for use on the website. Nexbillpay shall indemnify Customer for all losses, damages, settlement or judgment proceeds, liabilities and all reasonable expenses and costs incurred by Customer as a result of any such claim, action, suit or proceeding, excluding those arising from content or images provided by Customer to Nexbillpay for use on Customer website and any media not controlled by Nexbillpay.

Customer shall not settle a claim that Nexbillpay is reasonably defending except at Customer's expense or upon Nexbillpay's written consent.

Term and Termination

The term of this Agreement shall commence on the Effective Date of this Agreement and continue for a term of one (1) year ("Initial Term") from the Launch Date. Thereafter, the Agreement will then automatically renew for additional and successive one-year periods unless terminated by either party upon thirty (30) days written notice. Customer shall pay on demand, four hundred and ninety-five dollars (\$495.00). Nexbillpay or Customer may cancel immediately without notice if it reasonably suspects fraud, collusion, dishonesty, or misrepresentation.

Material Breach

A material breach of this Agreement shall be cured within 90 (ninety) days ("Cure Period") after a party notifies the other of such breach. In the event, such material breach has not been cured within the Cure Period, the non-breaching party can terminate this Agreement by providing the other party with 30 (thirty) days' notice.

Cooperation Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Nexbillpay shall cease all Services being provided hereunder unless otherwise directed by the Customer in writing.

[The remainder of this page is blank.]

Schedule A – Nexbillpay Service Fee Schedule

Service Fee charged to the User will be based on the following model (Web)

Payment Type	Payment Amount	Service Fee
eCheck	\$000.01 - \$5,000.00	\$2.00
Credit Card/Debit Card	\$000.01 - \$5,000.00	2.75% w/ min of \$2.00

Service Fee charged to the User will be based on the following model (Telephone)

Payment Type	Payment Amount	Service Fee
eCheck	\$000.01 - \$5,000.00	\$2.00
Credit Card/Debit Card	\$000.01 - \$5,000.00	2.75% w/ min of \$2.00

Service Fee charged to the User will be based on the following model (VTerminal)

Payment Type	Payment Amount	Service Fee
Credit Card/Debit Card	\$000.01 - \$5,000.00	2.75% w/ min of \$2.00

Magtek Card Reader Number: 1

Complete Integrated Agreement.

This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of Nexbillpay and Customer.

Nexbillpay, LLC – DBA: Nexbillpay

2416 Green Springs Highway

Birmingham, AL 35209

By: Grant Weldon _____

Print: Grant Weldon _____

Title: Relationship Manager _____

Date: 8/13/2025 _____

(Customer) North Florida Water Utilities Authority

Address:

City/State/Zip:

By: _____

Print: _____

Title: _____

Date: _____

- Please provide a driver license for the application signor
- Please include a voided check or letter from the bank

Needed Credit Card Information for Each Business

Exact Legal Name of Business (as shown on Federal Tax Return): North Florida Water Utilities Authority

Business DBA:

Business Physical Address, City, State, Zip: 971 W Duval Street Suite 150 Lake City FI 32055

Business Mailing Address, City, State, Zip: 971 W Duval Street Suite 150 Lake City FI 32055

Business Phone Number: 386-590-0732

Business Fax Number:

E-mail Address: director@nfwua.org

Federal Tax ID: 99-3931145

Year Business Established: 2024

Number of Customers: 325

Type of Ownership: Government

Type of Utilities Sold: Water/Sewer

Hours of Operation: 8am-5pm

Application Signor(s) First/Last Name/Title/Date of Birth: Shannon Roberts

Contact Name First/Last Name/Title: Wendy Parnell

Name of Bank for Credit Card and Electronic Check Deposits: First Federal

Bank Contact: Renee Williams

Bank Address: 707 SW Main Blvd, Lake City, FI 32025

Bank Telephone Number: 386-755-0600

Bank Routing Number: 263184488

Bank Account Number: 22499480

Utility Website Address: nfwua.org

What company provides your software for billing? Contact? UMBS, Jean Zakotnik



ACH Authorization Form

****This form MUST be accompanied by a Printed Voided Check or Bank Letter****

Business Name: North Florida Water Utilities Authority
Contact Name: Shannon Roberts
Address: 971 W Duval Street Suite 150
City: Lake City State: Fl Zip: 32055
Phone: (386) 590-0732

ACH Funds Transfer Information

Bank Name: First Federal
Account Name: [REDACTED]
Address: 707 SW Main Blvd
City: Lake City **State:** Fl **Zip:** 32025
Routing # (9 digits) [REDACTED]
Account # [REDACTED]

_____ (Hereinafter referred to as Affiliate) authorizes Nexbillpay, LLC, to initiate ACH transfer entries and to credit and/or debit the account identified herein for payments relating to Nexbillpay services. This authorization shall remain in effect unless and until Nexbillpay has received written notification from Affiliate that this authorization has been terminated in such time and manner to allow Nexbillpay to act. Undersigned represents and warrants to Nexbillpay that the person executing this Release is an authorized signatory on the Account referenced above and all information regarding the Account and Account Owner is true and correct.

_____/ /
Authorized Signer Date

Print Name and Title

ATTACH PRE-PRINTED VOIDED CHECK
OR
BANK LETTER

ADDENDUM TO NEXBILLPAY, LLC – DBA: NEXBILLPAY MASTER SERVICES AGREEMENT

Per diem and travel expenses of authorized persons. All per diem and travel expenses related to NEXBILLPAY, LLC – DBA: NEXBILLPAY (“NBP” or “Contractor”) services provided to NORTH FLORIDA WATER UTILITIES AUTHORITY (“Customer” or “Client”) under the NBP Master Services Agreement dated effective _____, 2025, (the “Agreement”), if any, are subject to and limited by Florida Statutes s. 112.061, as from time to time amended.

Florida Public Records Laws Compliance. Contractor acknowledges Client’s obligations under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. Contractor acknowledges that Client is required to comply with the Public Records Laws in the handling of the materials created under this Agreement and that the Public Records Laws control over any contrary terms in this Agreement. Contractor shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement. In accordance with Section 119.0701(3)(a), Florida Statutes (or successor statutes), a request to inspect or copy public records related to this Agreement must be made directly to Client.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT SHANNON ROBERTS AS PUBLIC RECORDS CUSTODIAN AT (386) 590-0732, ShannonR@suwcountyfl.gov, 135 NE Hernando Avenue, Ste. 203, Lake City, FL 32055.

Choice of Florida Law and Venue. Customer is an independent special district of the State of Florida, created by act of the Florida Legislature and governed by Florida law. Notwithstanding any contrary provision in this agreement, Florida law shall control the interpretation and enforcement of this agreement and as to all contractual duties and responsibilities between the parties. Venue shall lie in Circuit Court in Columbia County, Florida, or if federal jurisdiction applies, in the U.S. District Court for the Middle District of Florida, Jacksonville Division.

Nondiscrimination Compliance by Client. The Client is a public body which does not discriminate regardless of race, religion, nationality, or gender in the bidding and award process for contracts and commodities. Pursuant to s. 287.05701, Florida Statutes, as amended, the Client may not request documentation of or consider a vendor’s social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor’s social, political, or ideological interests.

Limitation on Customer’s Liability for Indemnification. Customer is an agency or subdivision of the State of Florida for purposes of Florida Statutes s. 768.28 re waiver of sovereign immunity in tort actions. Nothing in the agreement between NBP and Customer is intended to serve as a waiver of Customer’s sovereign immunity nor does it extend Customer’s liability beyond the limits established in Section 768.28, Florida Statutes. Customer does not waive any defense of sovereign immunity or increase the limits of its liability by entering into this Agreement.

Tax-Exempt Status. Customer has provided NBP with a true copy of Customer's Florida State Sales Tax Exemption Certificate. Customer shall not be subject to any sales or use taxes related to the services or products provided to Customer by NBP under the Agreement.

Deletion from "Term and Termination" Paragraph of Agreement. The sentence which reads: "Customer shall pay on demand, four hundred and ninety-five dollars (\$495.00).", under "Term and Termination" on page 7, is hereby deleted from the Agreement, and Customer shall not be bound by that requirement.

Duly executed as an Addendum to the Agreement on the dates set forth below:

CONTRACTOR:

CLIENT:

NEXBILLPAY, LLC – DBA: NEXBILLPAY

NORTH FLORIDA WATER UTILITIES AUTHORITY

By: _____
Grant Weldon, Relationship Manager

By: _____
Rocky Ford, Chairman of the Board

Date: _____

Date: _____

Summary Information for First Federal Line of Credit and Credit Card Services

Agenda Item : Consideration of business expense tools from First Federal Bank -credit card or line of credit. (Executive Director)

Consideration:

- NFWUA has an account with First Federal Bank and they provide options for business purchase/expense tools
 - Line of Credit
 - Requires \$249 application fee
 - 7.5% interest rate
 - Can configure monthly auto-pay to avoid interest payment
 - Manual justification, documentation and administration of disbursements
 - Credit Card
 - No application fee
 - 14.9% interest rate
 - Can configure monthly auto-pay to avoid interest payment
 - Expense details automatically document for each transaction

Recommendation:

Requesting board approval to apply for corporate credit card from First Federal Bank with \$15,000 monthly limit and 14.9% interest rate. Following limitations apply

- Monthly auto-payment configured
- Use governed by NFWUA procurement policy