

MASTER SERVICES AGREEMENT NO. 23264

This Master Services Agreement No. 23264 ("**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between JustFOIA, Inc., a Delaware company, and its Affiliates with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**JustFOIA**") and Customer (defined herein). JustFOIA and Customer may each be referred to individually herein as "**Party**" or collectively as the "**Parties**".

The terms "**Customer**" in this Agreement shall also include Customer's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. It is agreed that Customer's Affiliates shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Customer.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

JustFOIA and Customer may develop and enter into one or more sales orders, attached herein or incorporated by reference, incorporating a description of the specific goods and/or services requested by Customer (each, and as modified in writing by the Parties, an "**Order**"). JustFOIA will provide to Customer those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by JustFOIA to Customer (the "**Deliverables**"), and the acceptance criteria for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. To the extent there are any conflicts or inconsistencies between this Agreement and any Order or Customer purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. To the extent that there are any conflicts or inconsistencies between this Agreement and any Customer-entered third-party government purchasing agreement ("**Purchasing Vehicle**", the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (collectively, "**Change Order**") will be binding upon Customer or JustFOIA, nor will such Change Order be the basis for any claim for additional compensation by JustFOIA, until Customer and JustFOIA have agreed in writing to change the terms of an applicable Order, or to execute a new Order, as appropriate.

2. Fees

Customer shall pay to JustFOIA the fees and other compensation set forth in each Order. By executing the applicable Order, Customer acknowledges their pre-approval for any Order Expenses quoted. Unless otherwise specified, Customer will also reimburse JustFOIA for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by JustFOIA in connection with the Services ("**Order Expenses**"). If relevant, JustFOIA will follow Customer's

expense policy, to the best of its ability. If a dispute occurs regarding JustFOIA's billing of Order Expenses in conformity with Customer's expense policy and greater than five percent (5%) of a specific bill, such dispute will be subject to investigation and correction; otherwise Customer agrees to reimburse JustFOIA for the full amount of expenses billed. The Customer acknowledges that it may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc., in the event that i) Customer cancels or reschedules the event, after JustFOIA has made these arrangements; or ii) If Customer site/team is not prepared upon JustFOIA's arrival, which results in cancellation, delays, and/or the need to reperform Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, JustFOIA will invoice Customer for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Customer agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within forty five (45) days from the date of each invoice. Failure to pay invoices by the due date, unless JustFOIA has been informed by said due date that an invoice is being contested and the reason therefore, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

Customer further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Customer to JustFOIA under this Agreement or any other Agreement between the Parties, exclusive of taxes based on JustFOIA's net income or net worth, and understands and accepts that any pricing defined in an Order does not include such taxes.

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for three (3) years, and may be renewed for equal or mutually agreed to terms upon written agreement from both parties with approval from the City Commission. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after one Party notifies the other in writing that they are in breach or default of this Agreement, unless the negligent Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"),

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unless such Party cures such Bankruptcy Event within the fifteen (15) day period.

- (d) Client may terminate any Recurring Service by failing to pay for such Recurring Services within thirty (30) days of the end of the term for the Recurring Services.
- (e) In the event Customer's governing body fails to appropriate sufficient funds to make payments due and to become due during Customer's next fiscal period, Customer may, subject to the terms herein, terminate the Agreement as of the last day of the fiscal period for which appropriations were received (an "**Event of Non-appropriation**"). Customer agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Customer's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. In the event the Agreement is terminated following an Event of Non-appropriation, Customer agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Customer shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services.

In all events, Customer shall be liable for full payment for Services and reimbursement of JustFOIA's expenses incurred through the effective date of termination. If Customer cancels or puts on hold an Order between completed milestones, JustFOIA will invoice Customer for a pro-rated share of the uncompleted milestone(s) for Services performed through the date of such termination or delay.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Customer's premises, Customer shall provide the following to JustFOIA Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Customer's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition of, or correction of any hardware or software problems that would affect the performance of Services; and (iv) any other items set forth in each Order.

Customer will ensure that all Customer's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist JustFOIA Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the Services in accordance with the Order.

6. JustFOIA Personnel

Neither JustFOIA nor its Personnel are or shall be deemed to be employees of Customer but rather as independent contractors. JustFOIA shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the employment of such personnel.

In addition, JustFOIA shall be responsible for all acts or omissions of its Personnel. JustFOIA will also not discriminate in the referral or hiring of JustFOIA Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by state, federal, and local laws.

JustFOIA may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with JustFOIA employees "**Personnel**"). JustFOIA affirms to Customer that these resources will adhere to and are subject to the same representations made by JustFOIA throughout this Agreement.

Upon receipt of notice from Customer that any JustFOIA Personnel is not suitable, JustFOIA shall remove such person from the performance of Services and will provide a qualified replacement as quickly as possible.

Unless a particular JustFOIA Personnel member has been identified as a key resource to the relevant Order, JustFOIA at its sole discretion may reassign, if and as necessary, other appropriately qualified JustFOIA Personnel to the relevant Order as long as such assignment will not affect JustFOIA's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party shall be deemed to be a legal representative of the other nor has any authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

Each Party agrees not to directly or indirectly solicit, offer employment to, or accept any services outside of this Agreement from any employee or independent contractor of the other Party who provided services for the non-soliciting Party within the previous twelve (12) months, during the term of this Agreement, and for twelve (12) months thereafter. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment at such Party (including its affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its affiliates) regarding employment opportunities. The current employing Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, other Party agrees to pay a placement fee equal to fifty percent (50%) of such person's new total annual compensation. This placement fee

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shall be due immediately upon such person's commencement of services.

8. Confidential Information

Upon receipt of any confidential information by Customer, such information becomes "a public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. If JustFOIA wishes to claim an exemption to disclosure, they shall provide the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected and stating the reasons why such exclusion from public disclosure is necessary. However, if a request is made of the Customer, pursuant to chapter 119, Florida Statute, for public disclosure of proprietary property of JustFOIA, the Customer shall advise JustFOIA of such request and it shall be JustFOIA's sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the courts and to immediately serve notice upon the party requesting the public records. The Customer shall, at all times, comply with the public records disclosure requirement of Chapter 119 Florida Statutes and shall not be subject to any liability for its compliance with Florida Statute Chapter 119.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, title to all materials, products and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Customer by JustFOIA under any Order (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Customer and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. JustFOIA shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing JustFOIA shall not use or disclose any Customer Confidential Information or Deliverables unique to or owned by Customer. To the extent that title to any such Works may not, by operation of law, vest in Customer or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Customer. All such Works shall belong exclusively to Customer, except as set forth herein, with Customer having the right to obtain and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. JustFOIA agrees to give Customer and any person designated by Customer, reasonable assistance, at Customer's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Customer, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, JustFOIA shall immediately turn over to Customer all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports and data.

Notwithstanding the foregoing, the following shall not constitute the property of Customer: (i) JustFOIA software, including but not limited to any proprietary code (source and object), which is subject to third-party license agreements with JustFOIA; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which JustFOIA had prior to or acquired during the performance of its Services for Customer and which do not contain any Confidential Information (as hereinafter defined) of Customer conveyed to JustFOIA. To the extent that any portion of the Deliverables includes information or material that falls within the exceptions to property of Customer described in Subsection (iii) above, JustFOIA shall be deemed to have granted Customer a paid up, world-wide, non-exclusive license to use any such information or material imbedded in the Deliverables for its internal business needs and a non-exclusive license to make copies thereof for use only in its and its affiliates' facilities, subject to third party license agreements, if any. Should JustFOIA, in performing any Services hereunder, use any computer program, code or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), JustFOIA shall retain any and all rights in such Pre-existing Work. JustFOIA

Customer understands and agrees that JustFOIA may perform similar services for third Parties using the same personnel that JustFOIA may use for rendering Services for Customer hereunder, subject to JustFOIA's obligations respecting Customer's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that JustFOIA, in the course of providing Services to Customer, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then JustFOIA shall safeguard this information in accordance with these laws. JustFOIA may disclose Personal Information for business purposes only on a need-to-know basis and only with (i) JustFOIA Personnel, (ii) any third party service providers that has agreed to safeguard Personal Data in a like manner as JustFOIA safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. JustFOIA may disclose Personal Data when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. JustFOIA shall have no duty to notify Customer of such compliance with law. JustFOIA takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Data and to prevent its unauthorized use or disclosure. To the extent that JustFOIA experiences a Security Breach

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as defined under the State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, JustFOIA shall notify Customer in writing within five (5) business days of discovering such Security Breach.

11. Warranty

(a) Services Warranty.

JustFOIA warrants that all Services shall be performed by personnel with relevant skill sets and familiar with the subject matter for the Order in a professional, competent and workman-like manner.

JustFOIA's delivery of a Deliverable to Customer shall constitute a representation by JustFOIA that it has conducted a review of the Deliverable and believes it meets the written specifications set forth in the corresponding Order. Customer shall then have the right to conduct any review of the Deliverable as Customer shall deem necessary or desirable. If Customer, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon specifications, Customer shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Customer fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

JustFOIA does not warrant that the Services or Deliverables will be uninterrupted or error-free, provided that JustFOIA shall remain obligated pursuant to this Section 11. If the Services fail to conform to the foregoing warranty in any material respect, Customer's initial remedy will be for JustFOIA, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure. Upon failure of the foregoing, Customer's remedies, and JustFOIA's entire liability, as a result of such failure, shall be subject to the limitations set forth in Section 12 below. The foregoing warranty is expressly conditioned upon (i) Customer providing JustFOIA with prompt written notice of any claim thereunder prior to the expiration thereof, which notice must identify with particularity the non-conformity; (ii) Customer's full cooperation with JustFOIA in all reasonable respects relating thereto, including, in the case of modified software, assisting JustFOIA to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than JustFOIA. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. JustFOIA also does not warrant any third-party products procured on behalf of Customer, and if there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, JUSTFOIA DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Customer asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be JustFOIA's responsibility hereunder (including any problem with Customer's computer hardware or software that was not caused by any Services performed by JustFOIA), Customer shall pay JustFOIA for all costs incurred for all evaluation, correction or other services performed by JustFOIA relating to such claim on a time and materials basis at JustFOIA's then standard billing rates.

(b) General Warranty.

JustFOIA shall perform the Services in compliance with all applicable international, federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations and laws governing payments to and relationships with healthcare professionals, including 42 U.S.C. §1320a-7b(b); (ii) federal Food and Drug Administration laws, regulations and guidance, including the federal Food, Drug and Cosmetic Act and the Prescription Drug Marketing Act, (iii) federal and state securities laws, meaning that JustFOIA agrees that Customer may be a publicly traded company and JustFOIA shall instruct JustFOIA Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Customer stock while in possession of any material, non-public information, (iv) the Foreign Corrupt Practices Act of 1977, and the UK Bribery Act, the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and (v) international, federal and state privacy and data protection laws, including, but not limited to, the relevant European Union directives, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, Chapter 93H of The Massachusetts General Laws and its implementing regulations, 201 CMR 17.00, and Cal. Civ. Code § 1798.80-.84 (collectively, "**State Data Protection Laws**").

12. Indemnification and Limitation of Liability

(a) Mutual Indemnification.

To the extent permitted by law, and without waiving Customer's Sovereign Immunity rights pursuant to Florida Statute 768.28, each Party ("**Indemnifying Party**") shall indemnify, defend and hold the other harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**"):

- For bodily injury or personal property damage arising out of the indemnifying Party's performance within the scope of its responsibilities under this Agreement.

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- A breach of such the Indemnifying Party's obligations with respect to confidentiality, but not including any actions taken by the City in accordance with the requirements of Chapter 119, Florida Statutes.
- A breach by the Indemnifying Party of applicable laws.
- Caused by negligent acts, omissions or willful misconduct of the Indemnifying Party.

(b) JustFOIA Indemnification.

JustFOIA shall defend, indemnify and hold Customer harmless against Claims made or brought against Customer by a third party alleging that the use of any Deliverable as provided to Customer under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, JustFOIA shall not be required to indemnify Customer to the extent the alleged infringement: (x) is based on information or requirements furnished by Customer, (y) is the result of a modification made by a party other than JustFOIA, or (z) arises from use of a Deliverable in combination with any other product or service not provided by JustFOIA. If Customer is enjoined from using the Deliverable or JustFOIA reasonably believes that Customer will be enjoined, JustFOIA shall have the right, at its sole option, to obtain for Customer the right to continue use of the Deliverable or to replace or modify the Deliverable so that it is no longer infringing. If neither of the foregoing options is reasonably available to JustFOIA, then this Agreement may be terminated at either Party's option and JustFOIA's sole liability shall be subject to the limitation of liability provided in this Section.

(c) Customer Indemnification.

If the Services require JustFOIA to access or use any third party products provided or used by Customer, Customer warrants that it shall have all rights and licenses of third Parties necessary or appropriate for JustFOIA to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA and to indemnify, hold harmless and defend JustFOIA from and against any Claims to the extent arising from JustFOIA's access to or use of such third party products.

(d) Indemnification Procedure.

Each indemnified Party shall give the indemnifying Party (a) prompt written notice of the Claim; (b) sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability); and (c) at indemnifying Party's cost, all reasonable assistance.

(e) Limitation of Liability.

In no event shall either Party be liable for special, exemplary, incidental, or consequential damages (including, without limitation, lost revenues, profits, savings or business) or loss of records or data, whether or not the possibility of such damages has been disclosed to such Party in advance or could have been reasonably foreseen by such Party, and whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or

otherwise. Except for a Party's indemnification obligations, each Party's maximum aggregate liability for all claims, losses or other liability arising out of, or connected with, this Agreement, the Services contemplated hereunder or Customer's use of any such Services or Deliverables, and whether based upon contract, warranty, strict liability, tort (including, without limitation, negligence), or otherwise, shall in no case exceed the aggregate amounts paid to JustFOIA by Customer under the applicable Order, giving rise to such claim during the last six (6) months. Each Party's entire liability and Customer's remedies under this Agreement shall be subject to the limitations contained in this Section 12. The limitations on warranty and liability specified in Sections 11 and 12 hereof will survive and apply even if any limited remedy herein is found to have failed of its essential purpose.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Customer for Services reflect these limitations.

13. Insurance

During the term of this Agreement, JustFOIA shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Errors and Omissions: \$1,000,000 per occurrence
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

14. Notices

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to JustFOIA:

JustFOIA, Inc.
3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@mccinnovations.com

If to Customer:

City of Pompano Beach
PO Drawer 1300
Pompano Beach, FL 33061
Attn: City Manager

15. Miscellaneous

(a) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act

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or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(b) Audit Rights.

With reasonable notice and at a convenient location, Customer will have the right to audit JustFOIA's records to verify JustFOIA's records to confirm JustFOIA's billing to Customer is correct.

In addition, should any of Customer's regulators legally require access to audit the Services, JustFOIA will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be JustFOIA Confidential Information.

Customer shall bear all costs associated with audits.

(c) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any Party or entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if the succeeding party or entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(d) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(e) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(f) Dispute Resolution.

Should a dispute arise between JustFOIA and Customer involving their respective responsibilities, limitations or the working relations between the Parties under this Agreement or any Order, then the Parties will make every effort to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having

jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(g) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(h) Publicity.

JustFOIA may use the name of Customer, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Customer Confidential Information as defined in Section 8 of this Agreement.

(i) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(j) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument.

16. Employment Eligibility.

By entering into this Agreement, the JustFOIA becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by JustFOIA, JustFOIA may not be awarded a public Agreement for a period of 1 year after the date of termination.

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17. JustFOIA shall comply with the PCI DSS Compliance & Cardholder Data Risk Mitigation Addendum 2, hereby referenced and made a part hereof.

18. Upon request by Customer, JustFOIA agrees to provide Customer with a copy of any available SOC-1/SOC-2 reports on the data center(s) hosting the Licensed Products. Upon request by Customer, JustFOIA also agrees to provide Customer with a copy of any available SOC-1/SOC-2 reports on the Licensed Products themselves. Customer agrees to treat any SOC-1 or SOC-2 reports are provided as the confidential trade secrets of JustFOIA in accordance with this Agreement.

19. Governing Law. Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

20. Public Records.

(a) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. JustFOIA shall comply with Florida's Public Records Law, as amended. Specifically, JustFOIA shall:

1. Keep and maintain public records required by the Customer in order to perform the service.
2. Upon request from the Customer's custodian of public records, provide the Customer with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the Agreement term and following completion of the Agreement if JustFOIA does not transfer the records to the Customer.

4. Upon completion of the Agreement, transfer, at no cost to the Customer, all public records in possession of JustFOIA, or keep and maintain public records required by the Customer to perform the service. If JustFOIA transfers all public records to the Customer upon completion of the Agreement, JustFOIA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If JustFOIA keeps and maintains public records upon completion of the Agreement, JustFOIA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records in a format that is compatible with the information technology systems of the Customer.

(b) Failure of JustFOIA to provide the above described public records to the Customer within a reasonable time may subject JustFOIA to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF JUSTFOIA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO JUSTFOIA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

MASTER SERVICES AGREEMENT NO. 23264

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

MASTER SERVICES AGREEMENT NO. 23264

“JustFOIA, Inc.”

Witnesses:

[Signature]

Tiffany Baker

(Print or Type Name)

[Signature]

[Signature]

(Print or Type Name)

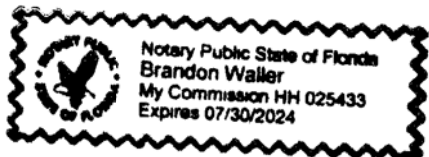
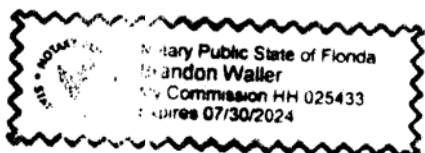
By: [Signature]
Donald Barstow, President

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 7th day of SEPTEMBER, 2021, by Donald Barstow as President of JustFOIA, a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

BRANDON WALLER
(Name of Acknowledger Typed, Printed or Stamped)

HH025433
Commission Number