

TEAMMATE® MASTER SERVICES AGREEMENT

No. 12393

This Agreement is made and entered into on October 8, 2024 (“Effective Date”), by and between Wolters Kluwer Financial Services, Inc. (“Licensor”) and the City of Pompano Beach (“Licensee”) to govern Licensee’s right to access and use TeamMate software (“TeamMate”) for internal audit services. This Agreement will continue to govern any future Amendments, subject to Section 19.8 (Waiver and Modification) hereof.

WHEREAS, Licensee’s Internal Audit Department desires to implement and operate LICENSOR’s TeamMate+ (Plus) to bring the management of the audit function in line with new standards, requirements e.g. risk assessments, internal and external quality assessments, etc.

WHEREAS, Licensee will engage the services of LICENSOR for the implementation of TeamMate and Services as detailed in Exhibit “A” in an amount not to exceed forty-two thousand nine hundred and twenty dollars (\$42,920.00) to be paid for implementation, subscription and set up in year one (1) of the Agreement. Thereafter, Subscription fees for year two (2) shall not exceed \$8,246.49; Subscription fees for year three (3) shall not exceed \$8,823.74; Subscription fees for year four (4) shall not exceed \$9,441.41; Subscription fees for year five (5) shall not exceed \$10,102.30 The Subscription fees reflect an annual seven percent (7%) increase.

WHEREAS, This Agreement will become effective upon the Effective Date and continue for a five year term. (“Support Period”).

1. DEFINITIONS

- 1.1. **“Affiliate”** means any corporation, partnership, firm, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, governmental organization or body that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the contractual party, and the terms “control”, “controlled by”, and “under common control with” meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, organization, or body, whether through ownership of voting securities or otherwise.
- 1.2. **“Agreement”** means the Terms and Conditions, contained herein, together with the relevant Order Form and Statement of Work, as identified in Exhibit “A,” which is attached hereto and incorporated herein.
- 1.3. **“Authorized User”** means each individual employee of Licensee or its authorized agents or subcontractors who use TeamMate as operated or made available by or through Licensee, regardless of whether such individual is actively using TeamMate at any given time and is covered by an appropriate license hereunder. An Authorized User does not acquire individual rights in TeamMate products other than the right to access and use TeamMate on Licensee’s behalf and pursuant to the rights granted to Licensee and subject to the terms and conditions of this Agreement.

- 1.4. **“Parties”** means an individual, organization, or municipality participating in this Agreement.
- 1.5. **“Licensee” or “Licensor”** means the entity or individual identified as “Licensee” or “Licensor” on the Order Form or Statement of Work.
- 1.6. **“Consultant”** means LICENSOR personnel, authorized agents, or qualified third-party contractors who are proficient in the provision of Services relating to TeamMate.
- 1.7. **“Documentation”** means the operating manuals, user instructions, technical specifications, or similar publications relating to the use and administration of TeamMate by Licensee in effect at the time of delivery of, or Licensee’s access to TeamMate.
- 1.8. **“Effective Date”** means the date this Agreement is signed by both Parties.
- 1.9. **“Agreement Documents”** consist of the Order Form, and Statement of Work set forth in Exhibit “A”, and the Insurance Requirements set forth in Exhibit “B”, both of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement.
 - 1.9.1. **“Statement of Work”** means the document specifically describing the nature, scope, project assumptions, fees, duration, and location(s) of the Services related to TeamMate and agreed upon between LICENSOR and Licensee, attached hereto as Exhibit “A”.
 - 1.9.2. **“Order Form”** means the then current Order Form for TeamMate, which refers to and is governed by this Agreement, attached hereto as Exhibit “A”.
 - 1.9.3. **“Insurance Requirements”** means the document specifically describing the insurance requirements to be provided upon execution of this Agreement, and prior to the commencement of services, attached hereto and incorporated herein as Exhibit “B”. No Work shall commence until there is an approved Certificate of Liability Insurance (“COI”) on file by the City’s Risk Manager.
- 1.10. **“TeamMate”** means the off the shelf suite of audit management software as enumerated on the Order Form, only in machine readable, executable (object code) format, including the features, functions, designs and any informational content included therein and any Updates or Versions that may be provided by or on behalf of LICENSOR to Licensee, and any complete or partial copies thereof permitted to be made by this Agreement. Such products may be updated from time to time by LICENSOR in its sole discretion.
- 1.11. **“Licensor”** means Wolters Kluwer Financial Services, Inc., or any non-United States affiliated company that is named as the Licensor or Services Provider on any Order Form, written license, and/or services agreement with Licensee.

2. TERMS

2.1. FEES, TAXES, EXPENSES AND PAYMENT

2.1.1. Service Fees. The tasks and deliverables in this SOW are offered at the fees detailed below using Licensor Virtual Delivery model, exclusive of travel and other project-related expenses. Fees will be invoiced and paid subject to the terms of the Agreement.

No out-of-pocket expenses are anticipated. However, if Licensee requires that Licensor incur any out-of-pocket expenses (such as printing/delivery of training workbooks) the amount of these expenses will be billed back to Licensee at cost.

Professional Services are subject to cancellation fees as follows: (i) 50% cancellation fee for cancellation within fifteen (15) business days of scheduled performance; and (ii) 100% cancellation fee for cancellation within five (5) business days of scheduled performance.

2.1.2. Compensation and Service Expiration. Services not to exceed forty-two thousand nine hundred and twenty dollars (\$42,920.00) for the first year of the agreement.

TeamMate+ Audit Implementation Project	\$25,713.00
Expert on Demand (Optional)	\$3,700.00
TeamMate+ Audit Annual Subscription	\$4,442.00
TeamMate+ Analytics Annual Subscription	\$483.00
Teammate TeamCloud Gold annual Subscription	\$2,802.00
TeamMate TeamCloud Hosting Gold Setup	\$5,800.00
Total Service Fees	\$42,920.00

Licensor shall notify Licensee of completion of each milestone via email. Licensee will pay Licensor upon completion of each milestone.

The Milestone Payment Amounts are as set forth in Milestone Payment Amounts section below.

Milestone Services Fees	% Of Total Services Fee	USD Amount
Milestone 1 – Cloud Installation and Deployment	0%	\$0.00
Milestone 2 - Configuration	30%	\$7,714.00
Milestone 3 - Champion Training	30%	\$7,714.00
Milestone 4 - End User Training	30%	\$7,714.00
Milestone 5 - Production Ready	10%	\$2,571.00
TeamMate+ Audit Implementation Project		\$25,713.00

Thereafter, Subscription fees for year two (2) shall not exceed \$8,246.49; Subscription fees for year three (3) shall not exceed \$8,823.74; Subscription fees for year four (4) shall not exceed \$9,441.41; Subscription fees for year five (5) shall not exceed \$10,102.30 The Subscription fees reflect an annual seven percent (7%) increase.

- 2.1 Services Expiration.** Services must be scheduled in advance, subject to availability. Unused services at the conclusion of twelve (12) months from the Effective Date and/or services cancelled within forty-eight (48) hours of scheduled performance are forfeited with no credit given
- 2.2. Payment of Fees.** Fees are set forth in the Order Form and include license fees, along with any applicable hosting, Services, and/or Support fees (collectively, "Fees"). Unless otherwise stated in the Order Form, Fees are payable annually in advance commencing on the Effective Date. Services Fees are invoiced as incurred. Licensee shall pay the Fees and Taxes in the applicable LICENSOR invoice within forty-five (45) days of the invoice date. Except as may be specifically provided in this Agreement, Licensee's payment obligations under any and all Order Forms are non-cancelable, and all payments made are non-refundable.
- 2.3. Taxes.** Fees do not include taxes, levies, duties, or similar governmental assessments of any nature, including for example value-added, sales, use, excise, consumption, or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). Licensee is responsible for paying all Taxes associated with its purchases hereunder, excluding Taxes assessable against LICENSOR based on LICENSOR's net income. If Licensee is exempt from Taxes, Licensee shall provide a tax exemption certificate to LICENSOR at the time of Agreement execution.
- 2.4. Failure to Pay.** Any amounts owed by Licensee that are not paid when due shall be subject to late fees at the highest rate permissible under State of Florida law.

3. LICENSE GRANT

LICENSOR retains all right, title, and interest, including intellectual property rights, in and to TeamMate and the Documentation, and all translations, adaptations, developments, enhancements, improvements, updates, versions, customizations or other modifications or derivations of or to TeamMate, whether or not developed by or for the Licensee. Licensee shall have no rights, title, or interest therein or thereto, other than the limited license expressly set forth in this Agreement.

At Licensee's election and as indicated on the applicable Order Form, TeamMate is available in two models: (i) perpetual license; or (ii) subscription license. Either model can be delivered on-premise or hosted as further described in the Delivery Addendum attached hereto. The rights granted to Licensee under this Section 3 (License Grant) are conditioned upon Licensee's compliance with the terms of the Agreement and the Order Form(s), including the timely payment of all Fees.

3.1. Subscription License. In the event Licensee elects to purchase a subscription license as set forth in the Order Form, LICENSOR grants to Licensee a limited, revocable, nontransferable, nonexclusive right to access and use, and to permit Authorized Users to access and use, TeamMate solely for Licensee's internal use and for the purpose of performing internal auditing or compliance management services for Licensee, without any further right to access or use TeamMate in any manner for the Subscription Term in the Order Form. LICENSOR reserves all rights in and to TeamMate not expressly granted in this Agreement. This Agreement does not grant Licensee: (i) any right to reproduce, modify, distribute, or publicly display TeamMate; or (ii) any other right to TeamMate not specifically set forth herein. Without limiting the generality of the foregoing, the right to access and use TeamMate granted herein does not cover any underlying components of TeamMate, LICENSOR's underlying TeamMate engines, or any other component of TeamMate or the environment within which TeamMate operates that is not intended by LICENSOR for access by any Authorized User.

4. ACCEPTABLE USE

4.1. Authorized Users. Licensee shall purchase a subscription license or perpetual license for each Authorized User and shall not permit any persons other than an Authorized Users to use or access TeamMate. Licensee shall cause each Authorized User to comply with the terms and conditions of this Agreement. Licensee shall not use, or permit the use of, TeamMate by more than the maximum number of Authorized Users specified in the applicable Order Form (as the same may be adjusted pursuant to an Order Form amendment or supplement or Sections 5.2 (User Count and License Fee Adjustments) and Section 4.4 (Verification) hereof, whether or not such Authorized Users are actively using the Licensed Products at the same time.

4.2. Internal Use Limitation. Licensee may use and permit its Authorized Users to use TeamMate only for Licensee's own internal business purposes. Other than Authorized Users authorized hereunder, Licensee shall not permit any third-party to use TeamMate in any way whatsoever. Except as expressly authorized by Section 5 (Authorized Third-Party Access), Licensee shall not, and shall not permit any Authorized User to, offer or use the Licensed Products for the benefit of any affiliated or unaffiliated third parties, including in any computer service business, service bureau arrangement, outsourcing or subscription service, time sharing, or other participation arrangement.

4.3. Protection of Account Access Information. TeamMate accounts, including the controls, permissions, and data unique to each Authorized User, are designed for private use, and should only be accessed using each individual Authorized User's username and password ("Account Access Information"). Licensee must protect and keep confidential its Authorized Users' Account Access Information. Licensee acknowledges and agrees that Licensee is responsible for all use of TeamMate through Licensee's and its Authorized Users' accounts by any person. Licensee shall ensure that all use is for authorized purposes only and in compliance with the provisions of this Agreement.

4.4. Verification. Upon reasonable prior notice to Licensee, LICENSOR may verify that Licensee's access and use of TeamMate complies with this Agreement, including the number of Authorized Users.

If LICENSOR determines that Licensee has not paid the Fees required for Licensee's access or use of TeamMate, Licensee will be invoiced at the contracted rates for such unpaid Fees, plus interest dating back to the time when such Fees should have been paid at the maximum amount

allowed under State of Florida laws, whichever is lower.

5. AUTHORIZED THIRD-PARTY ACCESS

- 5.1. **Affiliate and Service Provider Use.** Licensee's Affiliate(s) may use TeamMate, provided that such Affiliate(s) agree to comply with and be bound by the terms of this Agreement. TeamMate may include functionality that is documented and intended to allow service providers or consultants, including any third parties providing Licensee with outsourcing, data center management, or disaster recovery services ("Service Provider(s)") to access TeamMate and to view data specific to such Licensee. Licensee may permit use of TeamMate by its Service Providers, provided that such Service Providers agree to comply with and be bound by the terms of this Agreement. Licensee hereby agrees to be fully responsible and liable for each and every Affiliate, Service Provider, and/or applicable Authorized Users full compliance with the terms and conditions of this Agreement, such that any breach of the terms of this Agreement by any such Affiliate, Service Provider, and/or applicable Authorized Users shall be deemed a breach by Licensee.
- 5.2. **User Count and License Fee Adjustments.** Any individuals afforded rights to use TeamMate pursuant to this Section 5 (Authorized Third-Party Access) shall be counted as Authorized Users for all purposes of this Agreement.

Licensee shall advise LICENSOR promptly upon any increase in the total number of Authorized Users as a result of any such Affiliate or Service Provider use and shall pay to LICENSOR any required additional Fees at LICENSOR's then current applicable rates. No such adjustments shall be required for any incidental access to information in, from, or generated by TeamMate required or requested by any financial auditor of Licensee, any Affiliate, or any representative of any governmental, accreditation, or regulatory body in the course of their normal regulatory, investigative, or professional duties for or with respect to Licensee or any Affiliate.

6. RESTRICTIONS

- 6.1. **Restrictions.** Licensee shall not, and shall not allow any Authorized User, Affiliate or Service Provider to: (i) modify, port, adapt, translate, or create any derivative works from or based on TeamMate, in whole or in part; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to reduce the object code to or discover the source code of TeamMate; (iii) create any links to, frame, or mirror TeamMate or any portion thereof; (iv) defeat, disable or circumvent any protection mechanism related to TeamMate; (v) access or use TeamMate to create a product, service or database that competes with LICENSOR or TeamMate; or (vi) combine or merge TeamMate with, or incorporate it into, any other software. This prohibition shall not apply to the extent that applicable law affords Licensee the right to decompile TeamMate if and as necessary to render it interoperable with other software licensed or used by Licensee, provided that Licensee first requests such interoperability information from LICENSOR and complies with any reasonable conditions, including payment of any reasonable fees and expenses then generally charged by LICENSOR to its Licensees for the same. Licensee's use of TeamMate to process Licensee information or tasks and produce activity lists, schedules, or reports which TeamMate enables and for which it is intended will not be deemed to constitute creation of derivative works or violations of this Section 6.1 (Restrictions).
- 6.2. **Unauthorized Acquisition or Access.** LICENSOR expressly prohibits the use of any product or

service from LICENSOR that has been improperly obtained and/or accessed. For purposes of illustration, but not limitation, examples include any product or service that: (i) is acquired from an unauthorized reseller or distributor; (ii) is pirated, cracked or hacked, including through the use of Account Access Information established for use by another individual; (iii) has been acquired with the intent or for the purpose to use in a manner that is illegal, fraudulent, in violation of this Agreement or otherwise outside the normal, stated and/or reasonably understood purpose of such product or service; or (iv) is acquired with the use of false or inaccurate statements and/or information, for example, a false name, false contact information, or false payment information.

- 6.3. No Transfer or Sublicense.** Except as may be otherwise expressly provided in Section 5 (Authorized Third-Party Access), Licensee shall not: (i) sublicense, assign, or transfer TeamMate in whole or in part to any third-party; or, (ii) assign or transfer to any third-party any of Licensee's rights or interests in and to TeamMate, including through any lease, rental, subscription, lending, pledge, security interest or shared participation arrangement with or in favor of any third-party.
- 6.4. Licensee Responsibilities.** If Licensee becomes aware of any unauthorized use of all or any part of TeamMate or any other breach of security, Licensee shall promptly notify LICENSOR, provide reasonable details, assist in preventing any recurrence thereof, and cooperate fully in any actions undertaken to protect the rights of LICENSOR. Licensee shall not violate or attempt to violate the security of LICENSOR's networks or servers, such as by: (i) accessing data not intended for Licensee or logging into a server or account which Licensee is not authorized to access; (ii) attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without proper written request and authorization; or (iii) attempting to interfere with service to any user, host, or network, including by means of submitting a virus, overloading, flooding, spamming, mail bombing, or crashing. Licensee will remain responsible for any unauthorized use of TeamMate by any individuals employed by, acting as authorized agents of, or performing services for Licensee or its Affiliates (including any of their respective Service Providers).
- 6.5. Suspension of Access.** In addition to any other suspension or termination rights of LICENSOR pursuant to this Agreement, LICENSOR may suspend or terminate Licensee's access to and/or use of, or otherwise modify TeamMate and/or any component thereof, without notice: (i) in the event Licensee (including any Authorized User, Service Provider, Affiliate, or other person or entity acting through or on behalf of Licensee) is determined by LICENSOR, in LICENSOR's sole judgment, to have or attempted to damage, harm, or misuse LICENSOR's software, server, network or other systems; or (ii) as necessary or appropriate to comply with any law, regulation, court order, or other governmental request or order or otherwise protect LICENSOR from potential legal liability or harm to its business. LICENSOR will use commercially reasonable efforts to notify Licensee of the reason(s) for such suspension or termination action as soon as reasonably practicable unless such action is due to subsection (i) hereof. In the event of a suspension (other than due to subsection (i) hereof), LICENSOR will promptly restore Licensee's access to TeamMate as soon as the event giving rise to the suspension has been resolved as determined in LICENSOR's discretion. Nothing contained in this Agreement will be construed to limit LICENSOR's actions or remedies or act as a waiver of LICENSOR's rights in any way with respect to any of the foregoing activities. LICENSOR will not be responsible for any loss or damages incurred by Licensee as a result of any termination or suspension of access to or use of TeamMate as set forth in this Agreement.

7. SUPPORT

- 7.1. **LICENSOR Support Obligations.** Support means LICENSOR's then current support and maintenance program for TeamMate, as further described herein ("Support"). Provided that Licensee is not then in default of its obligations under this Agreement, and subject to the exclusions set forth in Section 7.2 (Support Exclusions), LICENSOR shall provide or cause to be provided the following Support: (i) telephone help-desk, and electronic and/or remote access support to assist Licensee in its use of TeamMate and respond to any reported failures of TeamMate Product(s) (provided that this support shall not be in lieu of obtaining training with respect to TeamMate, for which there is a Service charge); (ii) provision of such Updates and Versions (as defined below) as LICENSOR from time to time produces and distributes generally under Support for no additional fees; and (iii) such other support as LICENSOR provides generally as part of its then current support and maintenance program as detailed in the then in-effect support policy. An Update means any enhancements, improvements, corrections, service packs, or other modifications of or to TeamMate, not including any new Version ("Update"). A Version means any new version or upgrade of TeamMate that contains substantial and significant enhancements, or other substantial changes in functionality or performance as compared to the previous version, if any ("Version").
- 7.2. **Support Exclusions.** LICENSOR Support shall not include: (a) resolution of problems resulting from any modification of or damage to TeamMate or its operating environment by Licensee; (b) Licensee's failure to operate TeamMate in an approved hardware and software environment or otherwise in accordance with applicable Documentation; (c) Services, including but not limited to any installation, implementation and other Services; or (d) any tax, accounting, legal or other professional or expert advice of any kind, including any advice regarding the appropriate handling of tax and accounting issues, or otherwise.
- 7.3. **Subscription License Support.** Unless otherwise provided in the Order Form, during each annual subscription term of the subscription license set forth in Section 3.2 (Subscription License) hereof, LICENSOR shall provide Support at no additional charge.

8. TERMS FOR SERVICES

- 8.1. **Services.** Means the consulting or professional services (other than Support) requested by Licensee and provided by LICENSOR under this Agreement (“Services”). Such Services may include, but are not necessarily limited to, installation and implementation services, upgrades, data migration, configuration, customization of templates, report creation, and training for Licensee personnel, and in each case in accordance with and subject to the terms and conditions of this Agreement.
- 8.2. **Performance.** In performing Services, LICENSOR shall be responsible for the observance by such Consultants of LICENSOR’s obligations hereunder. Licensee agrees to provide the information, facilities, personnel, equipment, and suitably configured computers, if applicable, and as reasonably identified by LICENSOR as essential to the performance of any Services. When LICENSOR performs Services on Licensee’s premises, Licensee shall advise LICENSOR of any hazards to the health and safety of LICENSOR’s Consultants on the site and provide LICENSOR’s Consultants with appropriate information regarding site specific safety procedures.
- 8.3. **Services Pricing.** Unless otherwise provided in the applicable Statement of Work, all Services shall be provided on a time and expense/materials basis at the contracted rates. Upon request, and with previous Licensee approval, LICENSOR may impose a higher rate for Services performed in excess of a forty (40) hour week or during weekend or holiday periods. Services performed outside of established and approved business hours shall not exceed governmental rates for typical hours. Estimates are provided for Licensee’s information only and are not guaranteed. Subject to Licensee’s prior approval, Licensee shall pay or reimburse LICENSOR for all reasonable travel, printing, copying, meeting space rentals, and other out-of-pocket expenses incurred in connection with LICENSOR’s performance of Services hereunder not to exceed government allowed rates. Out-of-pocket expenses will be billed to the Licensee on a monthly basis as incurred.

9. LICENSEE DATA

- 9.1. **Licensee Obligations.** Licensee shall be responsible for all information, data, and content that is uploaded to, stored, or generated through the use of TeamMate by Licensee (“Licensee Data”) and for the verification, quality, and input of Licensee Data required in connection with TeamMate. Licensee Data shall be delivered in a format and manner set forth in the Documentation or otherwise approved or directed by LICENSOR or the Documentation. Licensee will maintain backup data necessary to replace any critical data of Licensee and LICENSOR shall not be responsible for loss of or damage to Licensee Data. Licensee represents, warrants, and covenants that it will not upload or transmit any Licensee Data: (i) that Licensee does not have the lawful right to copy, transmit, distribute, and display (including any Licensee Data that would violate any confidentiality or fiduciary obligations that Licensee might have with respect to the Licensee Data); (ii) for which Licensee does not have the rights, permissions, registrations, or consents required by law for any personally identifiable information contained in the Licensee Data; (iii) that infringes, misappropriates, or otherwise violates any intellectual property or other proprietary rights or violates any privacy rights of any third-party; (iv) that is false or misleading; (v) that is defamatory, obscene, or offensive; or (vi) that violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability. Licensee must not use TeamMate to transmit, route,

provide connections to, or store any materials that violate or promote the violation of any of the restrictions of this subsection. LICENSOR reserves the right, in its sole discretion, and at any time, to remove any Licensee Data that it believes to be in violation of this Agreement.

- 9.2. **Licensee Ownership Rights.** Licensee shall retain all right, title, and interest in and to Licensee Data. By making Licensee Data available through TeamMate, Licensee grants LICENSOR the nonexclusive, worldwide, transferable right, on a royalty-free basis, with a right to sublicense this right only to third parties assisting LICENSOR in providing TeamMate or otherwise fulfilling LICENSOR's obligations hereunder, to possess, store, use, copy, and distribute Licensee Data on TeamMate on Licensee's behalf solely for the purposes of fulfilling LICENSOR's obligations and/or exercising LICENSOR's rights hereunder.
- 9.3. **LICENSOR Obligations.** Consistent with its then current practices and procedures, specifically TeamMate's information security policies and procedures, LICENSOR shall implement, maintain and enforce commercially reasonable information security measures and policies that are appropriate given the circumstances and designed to safeguard the confidentiality, integrity and security of Licensee Data and protect against known or anticipated threats to the security of Licensee Data.
- 9.4. **Data Security Disclaimer.** LICENSEE ACKNOWLEDGES THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND THAT LICENSOR DOES NOT AND CANNOT GUARANTEE THAT THE SERVICE, LICENSOR'S SYSTEMS, AND THE INFORMATION CONTAINED THEREIN (INCLUDING CONFIDENTIAL INFORMATION) CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. EXCEPT TO THE EXTENT DIRECTLY CAUSED BY LICENSOR'S BREACH OF THIS SECTION, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, LICENSOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. ADDITIONALLY, NOR SHALL SUCH UNAUTHORIZED ACCESS CONSTITUTE A BREACH BY LICENSOR OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER.
- 9.5. **Statistical Data.** When hosted by LICENSOR, TeamMate may transmit to the servers on which it is hosted information reflecting the access or usage patterns of TeamMate by or on behalf of Licensee or any Authorized User and general information about Licensee's and its Authorized Users' computer system from which the Services are being accessed (for example, system configuration, type of internet connectivity, RAM, CPU, operating system, browser version), including any statistical or other analysis, information or data based on or derived from any of the foregoing ("Statistical Data"). Statistical Data shall be anonymized so as not to identify Licensee or any Authorized User. LICENSOR may use, process, and monitor Statistical Data for: (i) the purposes of improving, enhancing or further developing TeamMate; (ii) internal quality assurance and software error checking; (iii) research, statistical, or behavioral analysis; (iv) for Licensees' profiling and analyzing; and/or (v) as otherwise necessary or appropriate to perform its obligations pursuant to this Agreement. LICENSOR shall keep Statistical Data confidential in accordance with Section 10 (Confidentiality).
- 9.6 **Customer Data Privacy.** WK will enforce commercially reasonable

information security measures and policies that are appropriate given the circumstances and related to the nature of the personally identifiable information and designed to safeguard the confidentiality, integrity and security of Customer Data and protect against known or anticipated threats to the security of Customer Data per **General Data Protection Regulation**. When applicable and required under the General Data Protection Regulation (EU) 2016/679 (“GDPR”), the parties will enter into WK’s standard Data Processing Addendum setting forth the terms and conditions of WK’s processing of such Customer Data pursuant to this Agreement. **General Data Protection Regulation**. When applicable and required under the General Data Protection Regulation (EU) 2016/679 (“GDPR”), the parties will enter into LICENSOR’s standard Data Processing Addendum setting forth the terms and conditions of LICENSOR’s processing of such Licensee Data pursuant to this Agreement.

10. CONFIDENTIALITY

- 10.1. Confidential Information. Upon receipt of any confidential information by City, such information becomes "a public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. If Licensee 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 City, pursuant to Chapter 119, Florida Statute, for public disclosure of proprietary property of Licensee, the City shall advise Licensee of such request and it shall be Licensee'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 City 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.

10.2. Public Records

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

- 10.2.1.1.** Keep and maintain public records required by the City in order to perform the service.
- 10.2.1.2.** Upon request from the City's custodian of public records, provide the City 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.
- 10.2.1.3.** 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 contract term and following completion of the contract if LICENSOR does not transfer the records to the City.
- 10.2.1.4.** Upon completion of the contract, transfer, at no cost to the City, all public records in possession of LICENSOR, or keep and maintain public records required by the City to perform the service. If LICENSOR transfers all public records to the City upon completion of the contract, LICENSOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LICENSOR keeps and maintains public records upon completion of the contract, LICENSOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

10.2.2. Failure of LICENSOR to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF LICENSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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

11. INDEMNITIES

- 11.1. **LICENSOR Obligations.** Subject to the following and to the other terms and conditions set forth in this Agreement, LICENSOR agrees to defend Licensee against any unaffiliated third-party claim brought against Licensee, and pay damages and reasonable costs finally assessed against Licensee by a court of competent jurisdiction (or, at LICENSOR's option, that are included in a settlement of such claim or action in accordance herewith), to the extent such claim arises from infringement by TeamMate of such third-party's patents, registered trademarks, or copyrights, in each case only to the extent registered in the United States prior to the date of this Agreement; provided, that: (i) LICENSOR is notified promptly in writing of the claim; (ii) LICENSOR controls the defense and settlement of the claim; and (iii) Licensee cooperates with all reasonable requests of LICENSOR (at LICENSOR's expense) in defending or settling the claim.
- 11.2. **Exclusions.** The foregoing infringement indemnification does not cover claims or actions based upon or arising out of: (i) any use of TeamMate in combination with other non-LICENSOR-provided products or products with which TeamMate is not authorized or intended to be used; (ii) modification or alteration of TeamMate by any person other than LICENSOR or its authorized agent; (iii) any use of TeamMate in breach of this Agreement or in a manner not consistent with or contemplated by the Documentation; (iv) use of a superseded or altered version of some or all of TeamMate if infringement would have been avoided or mitigated by the use of a subsequent unaltered version of TeamMate that is provided to Licensee; (v) failure by Licensee to use a correction provided by LICENSOR if infringement would have been avoided or mitigated by the use of such a correction; or (vi) specifications, data, or instructions provided by Licensee.
- 11.2.1 **LICENSOR Cure.** If all or part of TeamMate becomes, or in LICENSOR's opinion, is likely to become, the subject of a third-party claim of infringement or violation of such third-party's intellectual property rights, LICENSOR may, at its option: (i) procure for Licensee the right to continue using the affected TeamMate product(s); replace the same with non-infringing materials of substantially equivalent functionality; or (iii) modify the affected TeamMate product(s) so that they become non-infringing without materially reducing their functionality. If LICENSOR determines that none of the foregoing alternatives are commercially reasonable, LICENSOR may terminate Licensee's license to or access and use of the affected TeamMate product(s) and provide Licensee with a pro-rata refund of prepaid but unearned Fees paid for the affected TeamMate product(s).
- 11.2.1 **Licensee Responsibilities.** Licensee is solely responsible for all third-party claims relating to: (i) Licensee's breach of any of its obligations, representations and/or warranties under this Agreement; and/or (ii) Licensee's use of TeamMate and/or use of any third-party software or service, except to the extent of claims for which LICENSOR is liable under this Section 11 (Indemnities).

- 11.3. **Exclusive Remedy.** To the maximum extent permitted by applicable law, the provisions of this Section 11 (Indemnities) state the sole, exclusive, and entire liability of LICENSOR and its Affiliates, distributors, agents, subcontractors and suppliers, and Licensee's sole, exclusive, and entire remedy, with respect to any actual or claimed infringement or other violation of any third-party's intellectual property rights.

12. LIMITATION OF LIABILITY

- 12.1. **Damages Exclusion.** NEITHER LICENSOR NOR ANY OF ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS, LICENSORS OR SUPPLIERS WILL HAVE ANY LIABILITY WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION DAMAGES FOR ANY BUSINESS INTERRUPTION, LOSS OF SALES, PROFITS, BUSINESS, GOODWILL, OR DATA, OR FOR THE INABILITY TO USE TEAMMATE, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FINES, COSTS, EXPENSES, AND OTHER LIABILITIES, AND/OR THE SAME ARE REASONABLY FORESEEABLE.
- 12.2. **Limitation of Liability.** THE TOTAL LIABILITY OF LICENSOR AND ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS, LICENSORS AND SUPPLIERS, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, TEAMMATE, AND ANY OTHER CAUSE WHATSOEVER, SHALL NOT EXCEED, IN THE AGGREGATE FOR ANY AND ALL CLAIMS UNDER OR IN RELATION TO THIS AGREEMENT, THE TOTAL FEES PAID OR PAYABLE BY LICENSEE TO LICENSOR IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM OR CAUSE OF ACTION AROSE.
- 12.3. **Bargained for Exchange.** THE ALLOCATIONS OF LIABILITY IN THIS SECTION 12 (LIMITATION OF LIABILITY) REPRESENT THE AGREED, BARGAINED-FOR UNDERSTANDING OF THE PARTIES AND LICENSOR'S COMPENSATION HEREUNDER REFLECTS SUCH ALLOCATIONS. THE LIMITATIONS OF LIABILITY AND TYPES OF CLAIMS HEREBY LIMITED AND DISCLAIMED SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY STATE OF FLORIDA LAW AND ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE), AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
- 12.4. **Limitations Period.** ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR OTHERWISE RELATING TO THIS AGREEMENT OR ANY ORDER FORM OR OTHER SUBJECT MATTER HEREOF OR THEREOF MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE SUCH CLAIM OR CAUSE OF ACTION FIRST AROSE.
- 12.5. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

13. WARRANTIES AND DISCLAIMERS

- 13.1. **Limited Warranty.** LICENSOR warrants to Licensee that TeamMate will operate in substantial conformity with the then-current Documentation for a period of ninety (90) days following the date TeamMate is first delivered or made available to Licensee for use. This warranty does not apply if TeamMate has been: (i) improperly installed by Licensee on premise or used on premise on an operating system that is not recommended; (ii) altered or modified, except by LICENSOR or its authorized representative; or (iii) made available or licensed for evaluation, testing, or demonstration purposes. The sole liability of LICENSOR and its Affiliates, suppliers, and licensors, and Licensee's sole remedy, for any failure of TeamMate to conform to the foregoing warranty is to terminate the Order Form with respect to the non-conforming TeamMate product(s) and refund the portion of the Fees paid for such non-conforming TeamMate product(s). Any warranty claims must be made to LICENSOR in writing prior to the expiration of the ninety (90) day warranty period.
- 13.2. **Warranty Exclusions for On-Premise TeamMate Product(s).** The warranties in Section 13.1 (Limited Warranty) do not apply to and, to the fullest extent permitted by law, LICENSOR shall have no responsibility for and hereby disclaims, breaches of warranty related to TeamMate when provided to Licensee on-premise to the extent such breach arises from: (i) Licensee operator errors; (ii) Licensee hardware or operating system failures; (iii) the modification of TeamMate by any person other than LICENSOR (except as directed or authorized by LICENSOR); (iv) the combination of TeamMate with products or services not provided by LICENSOR (except as directed or authorized by LICENSOR); (v) use of any portion of TeamMate in a manner not permitted or contemplated by this Agreement or the Documentation; or (vi) use of an earlier Version of some or all of TeamMate other than the current Version or use of TeamMate without all Updates installed.
- 13.3. **Services Warranty.** LICENSOR warrants to Licensee that: (i) any Services provided by LICENSOR shall be performed in a professional and workmanlike manner; and (ii) for thirty (30) days following performance of Services, such Services shall meet the specifications set forth in the applicable Statement of Work. The sole liability of LICENSOR and Licensee's sole remedy for any failure of Services to conform to the foregoing warranty is, at LICENSOR's sole option and discretion, one of the following: (i) re-perform the Services so that they conform to the foregoing warranty; or (ii) refund the Fees paid by Licensee for the applicable non-conforming Services.

Any warranty claims must be made to LICENSOR in writing prior to expiration of the thirty (30) day Services warranty period.

- 13.4. **Export Compliance.** Licensee agrees to handle TeamMate in compliance with all applicable export controls and economic sanctions laws, including, without limitation, by not exporting or transferring technology to, using technology for the benefit of, or making technology available for use by any person or entity identified on, or otherwise subject to restrictions imposed by the United States Department of the Treasury's Office of Foreign Assets Control's Specially Designated Nationals List or the United States Department of Commerce's Bureau of Industry & Security's Denied Persons, Entity, and Unverified Lists; located in any jurisdiction that is subject to comprehensive United States economic sanctions; or with whom United States persons are otherwise prohibited from engaging

such transaction.

- 13.5. **Disclaimers.** EXCEPT AS STATED IN THE PROVISIONS OF THIS SECTION 13 (WARRANTIES AND DISCLAIMERS), TEAMMATE PRODUCTS, SUPPORT, AND SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. LICENSOR DISCLAIMS AND EXCLUDES ANY AND ALL OTHER REPRESENTATIONS, CONDITIONS, AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON- INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, PERFORMANCE WITH REASONABLE SKILL AND CARE, OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. LICENSEE BEARS THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE TEAMMATE PRODUCT. LICENSOR DOES NOT WARRANT THAT THE TEAMMATE PRODUCT OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED, THAT ITS USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT THE TEAMMATE PRODUCTS OR ANY COMPONENT THEREOF WILL ALWAYS BE ACCESSIBLE OR AVAILABLE, OR THAT ALL DEFECTS WILL BE CORRECTED.

LICENSOR IS NOT AUTHORIZED TO PROVIDE TAX, ACCOUNTING, LEGAL, MEDICAL, COMPLIANCE OR INVESTMENT ADVICE. TO THE EXTENT TEAMMATE MAY SERVE AS A TOOL THAT MAY HELP LICENSEE WITH ANY TAX, ACCOUNTING, LEGAL, MEDICAL, COMPLIANCE OR INVESTMENT MATTERS, LICENSEE IS SOLELY RESPONSIBLE TO DECIDE WHETHER ANY PRESENT OR FUTURE USE OF TEAMMATE WILL HELP ACHIEVE SUCH PURPOSE AND ALL PRODUCTS AND SERVICES PROVIDED BY LICENSOR PURSUANT TO THIS AGREEMENT SHOULD NOT IN ANY CASE BE DEEMED OR UNDERSTOOD AS A RECOMMENDATION, ENDORSEMENT, DIAGNOSIS, GUARANTEE OR WARRANTY OR A SUBSTITUTE FOR PROFESSIONAL JUDGMENT. **LICENSEE AGREES THAT TEAMMATE IS NOT INTENDED TO REPLACE LICENSEE’S PROFESSIONAL SKILL AND JUDGMENT AND IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY OR OTHER PROFESSIONAL.** LICENSEE IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR THE USE OF AND ACTIONS TAKEN OR OMITTED BASED ON TEAMMATE AND ANY AND ALL LIABILITY IN CONNECTION THEREWITH.

- 13.6. **Third-party Products.** TeamMate may contain code, content, features, functionality, and components that are provided by third parties. Furthermore, TeamMate may require data and information from third parties in order to work properly. ANY SUCH THIRD-PARTY PRODUCTS OR SERVICES SHALL BE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND BY LICENSOR. ALL RIGHTS AND OBLIGATIONS WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS OR SERVICES SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS AND CONDITIONS OF AGREEMENTS PROVIDED BY SUPPLIERS OF SUCH THIRD-PARTY PRODUCTS OR SERVICES AND LICENSEE HEREBY RELEASES LICENSOR FROM ALL LIABILITY AND RESPONSIBILITY WITH RESPECT THERETO.
- 13.7. **Time Management.** Licensor realizes that Licensee’s time is valuable, and Licensee realizes that Licensor’s time spent in connection with the SOW will incur fees, and Licensee and Licensor will therefore endeavor to manage the use of each other’s time in

a reasonable and effective manner.

- 13.8. **Delays.** Any delays of five (5) business days or more in the performance of Professional Services or delivery of Deliverables caused by Licensee following confirmation of agreed schedule, may result in additional charges for resource time. Licensor may terminate this SOW upon fifteen (15) days written notice to Licensee if such delay renders Licensor unable to perform the Professional Services for a period of more than 30 days.

14. LICENSEE PROFESSIONAL RESPONSIBILITY, WARRANTIES, AND COOPERATION

Licensee represents, warrants, and covenants that Licensee has full power and authority to enter into and perform its obligations under this Agreement. Licensee understands, agrees, and acknowledges that: (i) use of TeamMate does not relieve Licensee of responsibility for the preparation, content, accuracy (including computational accuracy), and review of financial statements and work papers prepared by Licensee while using TeamMate or any other work product generated by Licensee while using TeamMate product(s); (ii) Licensee will neither inquire nor rely upon LICENSOR for any tax, accounting, legal, or other professional or expert advice of any kind; and (iii) Licensee will retrieve in a timely manner any electronic communications made available to Licensee by LICENSOR. Licensee is fully and solely responsible for: (a) selection of adequate and appropriate TeamMate product(s) to satisfy Licensee's business needs and to achieve Licensee's intended results; (b) use of TeamMate; (c) all results obtained from TeamMate; (d) selecting, obtaining and maintaining all hardware, software, computer capacity, internet service, program and system resources and other equipment and utilities needed for access to and use of TeamMate, and for all costs associated therewith; and (e) selection, use of, and results obtained from any other programs, computer equipment or services used with TeamMate.

- 14.1 Licensee will cooperate reasonably and in good faith with Licensor in the performance of the Professional Services by, without limitation, (a) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Licensor to perform its obligations under this SOW, (b) timely delivering any materials and other obligations required under this SOW, (c) timely responding to Licensor's inquiries related to the Professional Services, (d) assigning an internal project manager for the SOW to serve as a primary point of contact for Licensor, (e) actively participating in scheduled project meetings, (f) providing in a timely manner and at no charge to Licensor, access to Licensee's appropriate and knowledgeable employees and agents, continuous administrative access to Licensee's Licensor online service account as required to perform the Professional Services, and coordination of onsite, online and telephonic meetings all as reasonably required by Licensor, and (g) providing complete, accurate and timely information, data and feedback all as reasonably required.

15. TERMINATION

- 15.1. **Termination for Breach or Default.** Either party may terminate this Agreement in the event a breach of obligation(s) is curable and such breach remains uncured thirty (30) days after receipt of written notice. LICENSOR may terminate this Agreement for cause immediately as specified in LICENSOR's written notice to Licensee in the event the breach of obligation(s) is incurable or if under the applicable bankruptcy laws or similar laws regarding insolvency or relief of debtors: (a) a trustee, receiver, custodian or similar

officer is appointed for the Licensee's business or property; (b) the Licensee seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors; or (c) an involuntary proceeding is commenced against Licensee and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, in such case Licensee agrees to use its best efforts to obtain court authorization, if required, to pay any and all fees to LICENSOR and its Affiliates.

- 15.2. Termination for Convenience.** Either Party may terminate this agreement with or without cause with a thirty (30) day written notice to the other Party. Upon such termination, Licensee will pay any unpaid fees and expenses incurred up to the termination date and an additional cancelation fee of ten percent (10%) of the total SOW value.

- 15.3. Discontinuance.** LICENSOR reserves the right, in its sole and absolute discretion, to discontinue or modify TeamMate product(s) or any component, feature, service (including hosting services and Support) or content therein and related thereto, for any reason at any time by providing Licensee with one hundred twenty (120) days prior written notice. If TeamMate is discontinued during the Term, then LICENSOR will, in its discretion, either: (i) provide Licensee with a pro-rata refund of pre-paid but unused Fees for TeamMate and related Support; or (ii) provide Licensee with access to a product or service having substantially similar functionality for the remainder of the then-current Term.
- 15.4. Effect of Termination.** Upon expiration or termination of this Agreement Licensee shall cease all use of TeamMate and shall return to LICENSOR or destroy all Confidential Information provided by LICENSOR to Licensee, including all copies of TeamMate and all portions thereof and certify to LICENSOR that it has done so. All earned and unpaid fees and expenses will become immediately due and payable to LICENSOR. Termination by LICENSOR pursuant to this Section 15 (Term and Termination) will not require payment of a refund to Licensee of any sums paid and will not impact: (a) Licensee's obligation to pay any and all fees that may otherwise be due hereunder; or (b) any remedies available to LICENSOR by law or equity. Unless specifically stated otherwise in this Agreement, the various rights, options, elections, powers, and remedies of LICENSOR shall be construed as cumulative and not one of them exclusive to any others, or of any other legal or equitable remedy.
- 15.5. Suspension.** In addition to any termination or suspension rights available to LICENSOR under this Agreement, if Licensee materially breaches any of its obligations set forth herein, causes a security risk to or an adverse impact on the Services or any third-party, or subjects LICENSOR to any liability, LICENSOR may suspend access to Teammate until such breach(es) are cured. In the event that Licensee fails to cure such breach(es), LICENSOR shall be entitled to exercise its termination rights (not subject to further cure rights) under this Agreement.

16. EVALUATION USE

- 16.1** If TeamMate is made available to Licensee on an evaluation, demonstration, or trial basis, then this Agreement will govern Licensee's access and use except as modified by this Section 16 (Evaluation Use). Any TeamMate product(s) made available to Licensee for evaluation, demonstration or trial purposes shall only be accessed and used for a limited period. Certain functionality of such TeamMate product(s) may be disabled or restricted upon written notice to Licensee based on an agreed timeline. If Licensee is using TeamMate on an evaluation basis, commercial use of TeamMate is not authorized, is outside the scope of this Agreement, and is a violation of United States and international copyright laws. Access to TeamMate made available on an evaluation, demonstration or trial basis shall be terminated and disabled by LICENSOR upon the conclusion of the evaluation, demonstration, or trial. Licensee must purchase a subscription license from LICENSOR before accessing or using TeamMate for any commercial purpose.

The following sections of this Agreement shall not apply to any TeamMate Product(s) made available to Licensee on an evaluation or trial basis: Section 2 (Fees, Taxes, Payment), Section 3 (License Grant), Section 7 (Support), Section 11 (Indemnities),

Section 13.1 (Limited Warranty), and Section 15 (Term and Termination).

17. GOVERNING LAW AND DISPUTE RESOLUTION

- 17.1. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable.
- 17.2. **Injunctive Relief.** Each party agrees that any actual or threatened breach of certain sections of this Agreement (including, without limitation, confidentiality, intellectual property rights, and data security obligations) may cause irreparable harm for which monetary damages are inadequate. Either party may, in addition to any other remedies available at law, be entitled to seek immediate injunctive or other equitable relief restraining such actual or threatened breach, without the need to post any bond or show proof of any monetary damages.
- 17.3. **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY CLAIM OR DISPUTE ARISING OUT OF THIS AGREEMENT.
- 17.4. **Arbitration Procedures.** Except for claims seeking emergency or temporary injunctive relief or other equitable relief pending arbitration (which either party may elect to pursue in any court of competent jurisdiction), the following procedures shall apply to any disputes under this Agreement to which arbitration applies as set forth in Section 18.1 (Governing Law and Venue). The language of the arbitral proceedings shall be English. Under no circumstances are the arbitrators authorized to make awards contrary to the damages exclusions, liability limitations, remedial and other provisions of this Agreement. The arbitration award shall be final and binding on the parties. Any court having jurisdiction shall be entitled to enforce the agreement of the parties to arbitrate their disputes and enter judgment on any arbitral award hereunder.

18. GENERAL PROVISIONS

- 18.1. **Assignment.** Licensee may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without LICENSOR's prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) shall be deemed to be a transfer of rights, obligations or performance under this Agreement for which LICENSOR's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this section is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

- 18.2. Force Majeure.** Except for payment obligations, neither party will be liable to the other for any failure or delay in performing its obligations under this Agreement due to any cause beyond its reasonable control, and occurring without that party's fault, including but not limited to, acts of God, acts of government, flood, fire, civil unrest or war, acts of terror, labor strikes (other than those involving the party's employees), imposition of sanctions or export restrictions, computer attacks or malicious acts, such as attacks on or through the internet, or failures of service of any telecommunications or internet service carriers or providers ("Force Majeure Event"). The party affected by the Force Majeure Event will (i) use reasonable efforts after the start of the Force Majeure Event to notify the other party in writing of the Force Majeure Event including the likely or potential duration, if known, and the effect on its ability to perform any of its obligations under the Agreement; and (ii) use reasonable means to mitigate the effect of the Force Majeure Event on the performance of its obligations. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to the Force Majeure Event.
- 18.3. No Third-Party Beneficiary.** No third-party, other than LICENSOR's expressly permitted suppliers, licensors, agents, and subcontractors, including those listed on any Statement of Work, is intended to be nor will be a third-party beneficiary of any provision under this Agreement. LICENSOR and Licensee shall be the only parties entitled to enforce the rights set out in this Agreement.
- 18.4. Notices.** Any notice given under this Agreement shall be in writing and delivered to the other party by: (i) first class mail, postage prepaid; (ii) registered or certified mail, return receipt requested; or (iii) a nationally recognized courier service. All such notices shall be effective upon receipt. Notices to Licensee shall be to the address and person listed on the Order Form, or to such other address as Licensee may designate in writing. Notice to LICENSOR shall be to: Wolters Kluwer Financial Services, Inc., Attn: Legal Department, 28 Liberty Street, 26th Floor, New York, NY 10005.
- 18.5. Relationship of Parties.** Licensee and LICENSOR expressly agree they are acting as independent contractors only, and nothing in this Agreement is intended to constitute a fiduciary relationship, partnership, joint venture, franchise, or agency. Under no circumstances shall any employees of one party be deemed employees of the other party for any purpose.
- 18.6. Severability.** In the event any provision of this Agreement is held to be illegal, or otherwise unenforceable, such provision will be severed, stricken, and replaced with a legal and enforceable provision which most closely reflects the intent of the parties with respect thereto and the remainder of this Agreement shall continue in full force and effect.
- 18.7. Survival.** Upon any expiration or termination of this Agreement, LICENSOR will have the right to immediately and indefinitely terminate Licensee's access to and use of TeamMate. The termination or expiration of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration.
- 18.8. Waiver and Modification.** This Agreement may not be modified or amended except in writing signed by both parties. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by

an authorized representative of the waiving party.

- 18.9. Entire Agreement and Precedence.** This Agreement, including its schedules and exhibits if any, and all Order Forms executed between the parties, collectively constitute the entire agreement between the parties and supersede and extinguish all prior and contemporaneous agreements, understandings, representations, warranties, proposals and communications, whether oral or written, between the parties relating to the subject matter of this Agreement. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any Order Form, schedule, exhibit or other attachment, the order of precedence shall be as follows: first, the body of this Agreement; then, any applicable schedules or exhibits to this Agreement; then, any Order Form; then any exhibits or other attachments to any Order Form. In the event of conflict between this Agreement and any Order Form, the body of this Agreement shall govern and control, except to the extent such Order Form makes clear that this Agreement is being amended. Any purchase order, requisition, work order, request for proposal or other document or record prepared, issued or provided by or on behalf of Licensee relating to the subject matter of this Agreement or for TeamMate in any manner whatsoever is only entertained for administrative convenience only and will have no effect in supplementing, varying or superseding any provisions of this Agreement, regardless of any acknowledgement thereof by LICENSOR.
- 18.10. No Construction Against Drafter.** Each of the parties acknowledges that it has had the opportunity to be represented by legal counsel prior to entering into this Agreement, including any Order Form hereunder. As a consequence, in construing this Agreement including any Order Form hereunder, no provision hereof shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 18.11. Online Terms.** LICENSOR may post duplicative and/or additional relevant terms, conditions and/or policies (“Online Terms”) at the online location where Authorized Users access TeamMate product(s). Authorized Users will be subject to such Online Terms from and after the date on which such Online Terms are first posted; provided, however, that to the extent that there is a conflict between this Agreement and any Online Terms, the terms of this Agreement will govern.

18.12. Audit and Inspection Records.

During the term of this Agreement and subject to the limitations set forth below, WK shall provide to Customer and its designated representatives, WK's records and other pertinent information to review and audit WK's compliance with the terms of this Agreement.

Limitations:

1. no more than one audit per year shall be conducted and upon no less than [90] days' notice to WK;
2. take place during WK's regular business hours, pursuant to a mutually agreed upon scope of audit;
3. the assessment shall not involve access to WK's IT systems;
4. the duration of the audit must be reasonable and, in any event, shall not exceed [two] business days, unless agreed to by the parties;
5. the completion time for any questionnaires or spreadsheet must be sent in advance;
6. any non-affiliated third parties participating in the audit shall execute a confidentiality agreement reasonably acceptable to WK;
7. the audit will be limited to the Services provided in the 12 months preceding the request for the audit.
8. no access shall be given to the data of other customers; audits will not be permitted if they interfere with WK's ability to provide the Services to any customers;

9. audits shall be subject to any confidentiality or other contractual obligations of WK or WK's Affiliates (including any confidentiality obligations to other customers, vendors or other third parties);

Customer and its representatives shall comply with all security and confidentiality guidelines of WK in connection with any such audit permitted by this Section 18.12; and audits shall be at Customer's sole cost and expense.

18.13. SOC-1/SOC-2 Reports. Upon request by City, LICENSOR agrees to provide the City with a copy of any available SOC-1/SOC-2 reports on the data center(s) hosting Teammate. Upon request by City, LICENSOR also agrees to provide City with a copy of any available SOC-1/SOC-2 reports on Teammate itself. City agrees to treat any SOC-1 or SOC-2 reports provided as the confidential trade secrets of LICENSOR in accordance with this Agreement.

18.14. Scrutinized Companies. By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, LICENSOR certifies that LICENSOR is not participating in a boycott of Israel. LICENSOR further certifies that LICENSOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has LICENSOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the Licensee will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

18.14.1 Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

18.14.2 One million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

18.14.21 Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

18.14.22 Is engaged in business operations in Syria.

18.14.3 Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after LICENSOR has submitted a certification, shall be

deemed a material breach of contract. The Licensee shall provide notice, in writing, to LICENSOR of the Licensee's determination concerning the false certification. LICENSOR shall have five (5) days from receipt of notice to refute the false certification allegation.

If such false certification is discovered during the active contract term, LICENSOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If LICENSOR does not demonstrate that the Licensee's determination of false certification was made in error then the Licensee shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

18.15. Affidavit of Compliance with Anti-Human Trafficking Laws. In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

18.15.1 Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

18.16. Affidavit of Compliance with Foreign Entity Laws. LICENSOR hereby attests under penalty of perjury as follows:

18.16.1 LICENSOR is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

18.16.2 The government of a foreign country of concern does not have a controlling interest in LICENSOR

18.16.3 LICENSOR is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

18.16.4 LICENSOR is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

18.16.5 LICENSOR is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

18.16.6 LICENSOR is not a foreign principal, as defined in Section 692.201, Florida Statutes.

18.16.17 LICENSOR is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

Wolters Kluwer Financial Services, Inc.:

Witnesses:

Lyle B. Jacon

Lyle B. Jacon

Print Name

Vito Catillo

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vito catillo

Print Name

DocuSigned by:
By: Phillip Newman
38D329CC441C455...
Steven K. Meirink, President
Director of Sales, Americas

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 7th day of October, 2024 by Phillip Newman, AD ^{Director of Sales, Americas} Steven K. Meirink, as President of Wolters Kluwer, Inc., a Delaware corporation on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



ANDREAL DURSO
Commission # HH 367286
Expires February 27, 2027

Andrea Durso
NOTARY PUBLIC, STATE OF Florida

Andrea Durso
(Name of Acknowledger Typed, Printed or Stamped)

HH367286
Commission Number