

## T2 Master Customer Agreement

This Master Customer Agreement (the "Agreement") is made as a cooperative purchasing effort via Sourcewell by and between T2 Systems, Inc. ("T2 Systems") and Lee County ("Customer") as of the Effective Date set forth below.

**INCORPORATION OF SOURCEWELL MASTER AGREEMENT:** The Parties agree to the terms and conditions set forth in the Sourcewell Master Agreement 080321-TSI and the Agreement for Piggyback Purchase ("Master Agreement"), which are incorporated herein by this reference, except as modified by this Agreement. To the extent that there is a conflict between the terms herein and the terms of the Master Agreement, the Master Agreement shall control.

By signing this Agreement, the parties acknowledge to have read, understand and agrees to be bound by the terms and conditions of this Agreement.

1. **BACKGROUND.** The Agreement establishes the overall contractual framework and the applicable terms and conditions. Under the Agreement, Customer may acquire or license Products and procure Services by entering into an Addenda. The following Addenda will be entered into by Customer and T2 Systems or one of its Affiliates and each will be incorporated in this Agreement herein.

- **Payment Processing Addendum**

In the event of any conflicts in the terms of the applicable Addenda and the Agreement, the terms of the Addenda shall control.

2. **DEFINITIONS.** In this Agreement:
  - (a) **"Addenda"** or **"Addendum"** means each document referencing this Agreement which may include a Quote, Order Form or Statement of Work, executed by Customer and T2 Systems or one of its Affiliates under this Agreement to place orders for Products and/or Services.
  - (b) **"Affiliate"** means, in respect of an entity, any entity which directly or indirectly controls, is controlled by, or is under common control with such entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of an entity.
  - (c) **"Confidential Information"** means and includes any written or orally or visually disclosed information relating to the disclosing party's business identified as "confidential" or "proprietary" or which the receiving party should reasonably know is confidential or not generally known to the public, including, without limitation:
    - (i) all know-how, technology, Documentation and other proprietary information owned, licensed, used or developed by the disclosing party, including proprietary rights protected by trade secret and other intellectual property rights, and;
    - (ii) all information relating to the disclosing party's business, the source code for the Software, the Services, and to all other aspects of the disclosing party's structure, personnel, operations, financial matters, marketing, commercial strategies, customer lists, Customer Data, contractual records, correspondence, products, programs, devices, concepts, inventions, designs, methods, data, and items provided to the disclosing party by third parties subject to restrictions on use or disclosure.
  - (d) **"Customer Data"** means the data provided to T2 Systems by Customer and Customer's authorized end users who access or use Software as permitted in an Addendum.



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- (e) "**Documentation**" means the documentation, help files, user manuals, handbooks and any other written or electronic material relating to the Products and Services provided by T2 Systems to its customers from time to time.
- (f) "**Effective Date**" means the latest of the dates on which this Agreement is executed by Customer and T2 Systems as indicated in the signature block at the end of these terms and conditions.
- (g) "**Hardware**" means the T2 Systems hardware sold and provided by T2 Systems to Customer under an Addendum.
- (h) "**Products**" means the T2 Systems products licensed or sold by T2 Systems to Customer under an Addendum including Software and Hardware.
- (i) "**Quote**" or "**Order Form**" means the quote provided by T2 Systems to Customer related to the ordering of Products and/or Services as set forth in the applicable Addendum. Unless otherwise stated in the Quote, each Quote is incorporated and made part of the applicable Addendum.
- (j) "**Representatives**" means, in respect of a party, the directors, officers, employees, agents and contractors of such party.
- (k) "**Services**" means the T2 Systems services provided by T2 Systems to Customer under an Addendum.
- (l) "**Software**" means the T2 Systems Software access to which is licensed by T2 Systems to Customer under an Addendum.

All other terms defined in this Agreement shall have the meanings ascribed thereto.

- 3. **TERM.** This Agreement shall commence on the Effective Date and remain in full force and effect and expiring on October 7, 2025, until terminated in accordance with its terms. This Agreement may be extended one (1) additional year upon the optional extension of the Sourcewell Master Agreement 080321-TSI and written agreement by Customer.

#### 4. FEES AND PAYMENT.

- (a) Customer agrees to pay to T2 Systems the fees plus all applicable taxes as set forth in the applicable Addendum.
- (b) All fees are exclusive of all taxes, duties and levies of any kind, including any sales, use, excise, value-added and other applicable taxes, withholdings, and governmental charges (collectively, "**Taxes**"). Customer shall pay all applicable Taxes, other than taxes on T2 System's income. If T2 Systems pays any such amounts on behalf of Customer, Customer shall reimburse T2 Systems upon presentation of proof of payment.
- (c) If Customer claims an exemption from any such taxes, Customer shall provide to T2 Systems an appropriate exemption certificate. If Customer challenges the applicability of any tax, Customer shall nevertheless pay the same to T2 Systems and Customer may thereafter challenge the tax and seek a refund thereof. Customer agrees to indemnify and hold harmless T2 Systems from any cost, fee, penalty or expense (including counsel fees) in connection with any assertion by any taxing authority that T2 Systems has failed to collect and remit their sales or use tax on transactions hereunder or to pay any property taxes on the copies of the Software in Customer's possession but shall have no such obligation to T2 Systems with respect to any amount paid by Customer to T2 Systems and not remitted to the relevant taxing authority.

#### 5. OWNERSHIP.

- (a) Customer agrees that the Software, Documentation and Services are proprietary products and services of T2 Systems and that all right, title and interest in and to the Software, Documentation



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and Services, including all associated intellectual property and other proprietary rights, are and shall at all times remain with T2 Systems and its third party licensors. The Software contains trade secret and proprietary information owned by T2 Systems or its third party licensors and is protected by copyright laws and international trade provisions and other applicable law. Customer must treat the Software like any other copyrighted material and Customer may not copy or distribute the Software or the Documentation, electronically or otherwise, for any purpose. Any Software provided under an Addendum will be licensed not sold to Customer.

- (b) Customer agrees that any copies made of the Software, Documentation, any other T2 Systems Confidential Information and any other material obtained from T2 Systems shall preserve unaltered patent, trademark, copyright, proprietary or confidentiality notices contained therein.
- (c) Each party recognizes and acknowledges the great value of the goodwill associated with the name and trademarks of the other party, and the identification of the proprietary party's goods or services therewith. Each party agrees that it obtains no rights, title or interest of any kind in or to any of the trademarks, tradenames, logos, service marks or other markings belonging to the other party or its suppliers.

## 6. CONFIDENTIALITY.

- (a) Subject to Chapter 119, Florida Statutes, the Florida Public Records Law, each party agrees to hold all Confidential Information of the other party in strictest confidence, not to make use thereof other than for the performance of this Agreement, to disclose such Confidential Information only to its Representatives who are under an obligation of confidentiality with respect thereto and who require such information for the performance of their duties, and not to disclose such Confidential Information to any third parties, except with the disclosing party's prior written consent; provided, however, that the foregoing restrictions shall not apply to Confidential Information of the other party:
  - (i) that is now or hereafter in the public domain through no action or failure to act on the part of the receiving party or its Representatives;
  - (ii) that was received by or was available to the receiving party from a third party without any obligation of confidentiality to the disclosing party;
  - (iii) that is independently developed by or for the receiving party by persons who have not had access to the Confidential Information of the disclosing party; or
  - (iv) that is disclosed with the written consent of the disclosing party.
- (b) Each party may disclose the other party's Confidential Information pursuant to the requirement of a governmental agency or is required by operation of law, regulation or court order, provided that, whenever possible, prompt notice is given by the receiving party to the disclosing party prior to such disclosure so that the disclosing party may seek a protective order or other remedy.
- (c) Each party agrees to protect and safeguard Confidential Information of the other party from loss, theft, destruction and inadvertent disclosure using the same degree of care as it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care.
- (d) Each party shall hold the other party's Confidential Information in trust for the other party and all right, title and interest in and to such Confidential Information shall remain with the disclosing party.
- (e) Upon termination of the Agreement or an applicable Addendum, or otherwise upon the request of a disclosing party, the receiving party will promptly destroy all full and partial copies of the disclosing party's Confidential Information in its possession or control, or in the event of termination of an Addendum such information provided under the applicable terminated Addendum, and certify such



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destruction in writing; provided, however, that the receiving party may retain one (1) copy for its internal archival purposes only, which copy shall remain subject to the obligations of confidentiality set out in this Section 6.

## **7. CUSTOMER DATA.**

- (a) Customer shall be solely responsible for, and shall hold T2 Systems, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with Customer's inputs, selection and use of the Services, and all data (including Customer Data), reports, statements and other content transmitted, posted, received or created on the T2 System through Customer's account, even if transmitted, posted, received or created by a third party.
- (b) The Software may create and store databases of personal information of Customer end-users and data relating to Customer on the computer system on which the Software is accessed or installed. Customer agrees to take all steps which it deems are appropriate to provide adequate security for that information.
- (c) The parties acknowledge that at all times Customer will remain the owner of Customer Data. Except as otherwise set forth herein or in the applicable Addenda, T2 Systems shall not at any time use Customer Data or disclose Customer's Data to any third parties, except that T2 Systems may use Customer Data for the purpose of meeting its obligations under an Addendum and providing the Services, and may store, back-up and archive Customer Data. Customer represents and warrants that the Customer Data does not infringe or violate the intellectual property, proprietary or personal rights of any third party and Customer has the right to grant T2 Systems the right to use the Customer Data as set forth herein.
- (d) T2 Systems will comply with all applicable laws governing the collection, access, use, disclosure of Customer Data. All Customer Data which is submitted by Customer to T2 Systems pursuant to this Agreement will be safeguarded by T2 Systems to the same extent that T2 Systems safeguards data relating to its own business; provided, however, if Customer Data is publicly available, is already in T2 System's possession from a source other than Customer or otherwise known to it, or was rightfully obtained by T2 Systems from third parties, T2 Systems shall bear no responsibility for its disclosure, inadvertent or otherwise. T2 Systems has implemented and will maintain administrative, physical and technical safeguards to protect Customer Data from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices. In the event of unauthorized access to Customer Data which has been verified by T2 Systems, T2 Systems shall promptly i) take action to stop the unauthorized access, and ii) notify Customer, provide Customer with relevant details of the unauthorized access and an explanation of steps that T2 Systems took or is taking to stop the unauthorized access.
- (e) T2 Systems maintains Payment Card Industry (PCI) Level One compliance and upon request (no more than once Systems annually), T2 Systems will provide Customer with a copy of its third-party audit certification demonstrating that appropriate information security standards to protect Customer Data are in place.

## **8. INDEMNITY.**

- (a) T2 Systems Indemnification. Subject to the limitation of liability set out in Section 11, T2 Systems shall indemnify, defend and hold harmless Customer, its officers, directors or employees ("Indemnitees") from and against any and all direct losses, damages, costs, expenses (including reasonable attorneys' fees), (collectively "Losses"), to the extent that such Losses arise directly from any act(s) of gross negligence or willful misconduct by T2 Systems or any of its Representatives, giving rise to an accident or other occurrence resulting in bodily injury or death, to any person(s) arising out of or related to: (i) claims for loss or damage to tangible property, and (ii) claims asserted



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by third parties for loss or damage to tangible property; except to the extent that such Losses were not caused by T2 Systems .

- (b) Intellectual Property Indemnification. Subject to the limitation of liability set out in Section 11, T2 Systems shall indemnify, defend (at its expense) and hold the Indemnitees harmless in respect of any Losses brought against or suffered by the Indemnitees arising out of or related to a determination by a court that the operation or use of any Software, or any part thereof, infringes any third party's copyright, trade mark or trade secret or any Hardware, or any part thereof, infringes any third-party's copyright, trademark or trade secret.

T2 System's obligations pursuant to this Section 8(b) shall not apply to any infringement caused by or resulting from Customer modifications or attempted modifications to any relevant system, or from Customer's failure to implement changes or updates furnished by T2 Systems to Customer during the term of this Agreement.

In the event that an injunction or order is obtained against the Customer's use of any Product or Software or if, in T2 System's opinion, any Product or Software is likely to become the subject of a claim of infringement or violation of any rights in connection with any rights as noted above, T2 Systems shall, at its expense:

- (i) procure for the Customer the right to continue using the affected Product or Software; or
- (ii) modify or replace the affected Product or Software so that such Product or Software becomes non-infringing.

If neither Section 8(b)(i) nor Section 8(b)(ii) are commercially practicable, remove the affected Product or Software from the Customer and refund to the Customer all amounts paid to T2 Systems by the Customer in respect of such Product, less a reasonable amount for depreciation. The remedies in and the indemnification rights of the Customer stated in this Section 8(b) are the exclusive remedies available to the Customer at law or in equity for indemnifiable claims.

- (c) Customer Indemnification. Subject to Section 768.28, Florida Statutes, as may be amended from time to time and not to be construed as a waiver of any sovereign immunity rights, Customer agrees to indemnify, defend and hold T2 Systems and its Representatives harmless from and against any and all liabilities, obligations, damages, claims, suits, proceedings, costs, fees and expenses, including reasonable attorneys' fees and costs, arising out of the gross negligence or willful misconduct of Customer or any of its Affiliates, or breach of the Agreement by Customer, or any claim by Customer end user related to use of end user personally identifiable information.
- (d) Defense. If a party is alleged to be obligated to indemnify the other party hereunder, the party alleged to be obligated to provide indemnification shall have the right to appoint counsel of its own choice and in all other respects control any litigation and/or settlement thereof, provided, however, that any such settlement shall not bind the non-indemnifying party or obligate it to pay any monies without its express prior written consent. The indemnified party shall cooperate in the defense of any indemnified claim. If one party is notified of any potential or actual claim or liability against the other party or named in any suit or proceeding of any kind that could give rise to an indemnification claim under this Agreement or otherwise subject the other party to a suit, proceeding or claim (or threat thereof), the notified party shall immediately inform the other party.

## 9. INSURANCE.

- (a) During the Term of this Agreement, T2 Systems shall maintain, at its own expense, insurance which it deems reasonable and necessary for its business and the performance of its obligations hereunder. T2 Systems will, upon reasonable advanced notice, provide Customer with a copy of its certificate(s) of insurance.



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(b) T2 Systems will maintain at its own expense the following insurance, with companies authorized to do insurance business in the any states where work is performed or eligible surplus lines insurers having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following limits of coverage:

(i) Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

(A)	Employers Liability - Each Accident	\$1,000,000
(B)	Employers Liability - Each Employee	\$1,000,000
(C)	Employers Liability - Policy Limit	\$1,000,000

T2 Systems Workers' Compensation policy will include states appropriate for T2 Systems employees and operations.

(ii) Commercial General Liability Insurance with limits of not less than:

(A)	Each Occurrence Limit	\$1,000,000
(B)	Personal & Advertising Injury	\$1,000,000
(C)	General Aggregate	\$2,000,000
(D)	Products - Completed Operations Aggregate	\$2,000,000

T2 System's Commercial General Liability policy will be issued on a form that, subject to its terms, conditions and exclusions insures T2 System's liability for damages on account of bodily injury (including death), property damage, and personal and advertising injury.

(iii) Business Auto Liability Insurance covering, for liability purposes, all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 combined single limit of liability per accident for Bodily Injury and Property Damage;

(iv) Customer shall be named as an additional insured under each policy, except for Workers Compensation and hired and non-owned auto liability policies.

(c) The insurance coverage carried by T2 Systems as set forth herein shall not in any way expand T2 Systems liability or modify or affect the limitations of liability set forth in the Agreement or any Addenda.

#### 10. EXCLUSION OF WARRANTIES.

(a) EXCEPT AS EXPRESSLY PROVIDED IN THE ADDENDUM APPLICABLE TO THE PRODUCTS AND/OR SERVICES OR AS OTHERWISE EXPRESSLY CONFIRMED IN WRITING BY T2 SYSTEMS, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, T2 SYSTEMS AND ITS THIRD PARTY SUPPLIERS HEREBY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE, FROM A COURSE OF DEALING, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, REGARDING THE PRODUCTS OR SERVICES, THE DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCESSIBILITY, PRIVACY OF FILES OR SECURITY.

(b) T2 SYSTEMS DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL BE UNAFFECTED BY BUGS, VIRUSES, ERRORS OR OTHER PROGRAM LIMITATIONS, NOR DOES T2 SYSTEMS WARRANT THAT CUSTOMER'S USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE OR



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WILL MEET ALL OF THE CUSTOMER'S REQUIREMENTS. FURTHER, T2 SYSTEMS DOES NOT WARRANT THAT ANY SOFTWARE WILL OPERATE ON ANY PARTICULAR CONFIGURATION OF SOFTWARE, OPERATING SYSTEM OR COMPUTER SYSTEM. ANY HARDWARE PURCHASED FROM SOURCES OUTSIDE OF T2 SYSTEMS WILL BE THE SOLE RESPONSIBILITY OF THE CUSTOMER. T2 SYSTEMS WILL NOT BE RESPONSIBLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM TO THE EXTENT THAT SUCH FAILURE TO PERFORM IS DUE TO THE FAILURE OF A THIRD PARTY FUNCTION, SUCH AS INTERNET AVAILABILITY REQUIRED FOR THE CONNECTION BETWEEN THE HARDWARE AND SOFTWARE OR THE WIRELESS NETWORK AVAILABILITY REQUIRED FOR THE T2 SYSTEMS SOFTWARE TO BE ABLE TO SEND AND RECEIVE DATA. IN NO EVENT SHALL T2 SYSTEMS BE LIABLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM IF SUCH FAILURE ARISES DUE TO THE COMBINATION OF THE SOFTWARE WITH THIRD PARTY HARDWARE OR SOFTWARE. T2 SYSTEMS SHALL NOT COVER REPAIR, LABOR OR REPLACEMENT OF PARTS THAT ARE BY NATURE EXPENDABLE. IN ADDITION, IF APPLICABLE, THE WIRELESS DATA SERVICES ARE NOT GUARANTEED AGAINST EAVESDROPPERS, HACKERS, DENIAL OF SERVICE ATTACKS OR INTERCEPTORS AND NEITHER T2 SYSTEMS NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER CAN GUARANTEE THE PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS.

- (c) THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM LOCATION TO LOCATION, DEPENDING UPON THE APPLICABLE LAW OF SUCH LOCATION.

**11. LIMITATION OF LIABILITY AND DAMAGES.**

- (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW: EXCEPT FOR CLAIMS FOR DEATH OR BODILY INJURY, T2 SYSTEMS , ITS THIRD PARTY SUPPLIERS' AND THEIR RESPECTIVE REPRESENTATIVES' TOTAL AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR ANY PRODUCTS OR SERVICES DELIVERED OR FAILED TO BE DELIVERED UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY CUSTOMER, NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM.
- (b) EXCEPT IN CASES OF NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, IN NO EVENT WILL T2 SYSTEMS OR ITS THIRD PARTY SUPPLIERS BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA, INCOME, BUSINESS, PROFIT, GOODWILL, ANTICIPATED REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHERWISE, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTORY RIGHTS OR ANY OTHER BASIS ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS, OR OTHERWISE ARISING PURSUANT TO THIS AGREEMENT.
- (c) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DUE TO THE NATURE OF INTERNET AND WIRELESS TRANSMISSIONS, AND EXCEPT IN CASES OF NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, CUSTOMER AGREES THAT NEITHER T2 SYSTEMS NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER SHALL BE LIABLE FOR ANY LOSS, COSTS OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH: ANY LACK OF PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS; SERVICES INTEROPERABILITY, ACCESS OR INTERCONNECTIONS WITH THE T2 SYSTEMS SERVICES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S CONTENT, DATA, PROGRAMS CONFIDENTIAL INFORMATION OR SYSTEMS.



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- (d) THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER T2 SYSTEMS, ITS THIRD PARTY SUPPLIERS AND/OR THEIR REPRESENTATIVES KNEW, OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES.
- (e) CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT, WITHOUT WHICH T2 SYSTEMS WOULD NOT HAVE ENTERED INTO THIS AGREEMENT AND/OR AGREED TO PROVIDE THE PRODUCTS AND/OR SERVICES UNDER THE CURRENT TERMS (INCLUDING FEES).
- (f) THIS SECTION SHALL APPLY TO ANY ACTION OR ARBITRATION HEREUNDER. BECAUSE THE LAWS OF SOME LOCATIONS DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL CUSTOMERS.

## **12. TERMINATION.**

- (a) Each Addendum may be terminated according to its terms and the terms of this Agreement.
- (b) In the event that there are no Addenda in effect, either party may terminate this Agreement without cause by written notice to the other party, which termination shall be effective as of the last day of the calendar month following the month in which notice of termination is received.
- (c) Either party may terminate this Agreement or any Addendum if the other party breaches any of its representations or warranties, or any other material obligation under this Agreement or the applicable Addendum, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party. T2 Systems shall also have the right to suspend performance of all or any of the Services under an Addendum, without liability, pending the rectification of any breach by Customer.
- (d) Either party may terminate this Agreement or any Addendum, immediately upon written notice, if the other party makes an assignment for the benefit of its creditors or becomes bankrupt or makes an application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or if a receiving order or receivership order is made against the other party, or any action whatsoever, legislative or otherwise be taken to effect the winding up, dissolution, suspension of operations or liquidation of the other party. Notwithstanding the foregoing, the Customer shall not be entitled to terminate this Agreement under this Section if T2 Systems, or its creditors, or some other party makes suitable provisions for the performance of its obligations hereunder.
- (e) Without limiting any other remedies available under this Agreement, at law or in equity, in the event of the termination of this Agreement or any applicable Addendum for any reason:
  - (i) T2 System's obligation to provide the affected Products and Services will terminate;
  - (ii) All unpaid amounts due in respect of the terminated Services up to and including the effective date of termination shall, at T2 System's option, become immediately due and payable;
  - (iii) Customer is not entitled to a refund for any affected Products and Services that are in process or not completed, including labor and any expenses T2 Systems may have incurred up to the effective date of termination;
  - (iv) Customer must destroy any copies of the Documentation in Customer's possession in any form and on any media, and certify to T2 Systems in writing that it has done so;
  - (v) Sections 4, 5, 6, 7, 8, 9, 10, 11, 12(e), and 13 shall survive the expiration or termination of this Agreement until such time as the parties may agree to the release of the obligations contained therein.





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- (f) **No Limitation of Remedies.** Any termination of the Agreement shall not in any respect limit any of either party's rights or remedies either in law or in equity or relieve either party of any obligation incurred prior to the effective date of such termination.

### 13. DISPUTE RESOLUTION.

- (a) **Dispute Resolution.** In the event of any dispute arising out of this Agreement (including all Addenda), the parties shall use commercially reasonable efforts to negotiate a settlement in good faith satisfactory to both parties.
- (b) **Injunctive Relief.** Each party acknowledges and agrees that a breach of the obligations under Section 5 ("Ownership") and Section 6 ("Confidentiality") may cause irreparable harm and significant injury to the affected party that would not be adequately compensated by an award of money damages and, in addition to any other remedy available at law or in equity, and notwithstanding the provisions of Section 13(a), the affected party will be entitled to seek temporary and permanent injunctive relief from any court of competent jurisdiction to prevent breaches hereunder, without showing or proving any actual or threatened damage.
- (c) **Choice of Law.** This Agreement and all Addenda are governed by the laws of the State of Florida.

### 14. GENERAL PROVISIONS.

- (a) **Assignment.** T2 Systems may assign its rights and obligations under this Agreement. Customer may not assign or transfer any of its rights or obligations under this Agreement to any person without the express prior written consent of T2 Systems.
- (b) **Entire Agreement.** Customer acknowledges that this Agreement including all Addenda, SOW's, Quotes and other attachments referencing this Agreement, comprise the entire understanding and agreement between parties regarding the Products and Services to be provided hereunder and supersedes all prior written and oral agreements, purchase orders, proposals, representations, understandings, promises, descriptions or other communications between the parties regarding the same. If Customer submits an order form with contrary terms or conditions, such order form shall be considered only as confirmation of the order and shall in no way amend, prevail over, supplement, or supersede any of the provisions of this Agreement or any Addenda.
- (c) **Piggyback Cooperative Purchasing.** It is understood and agreed by Customer that a third party may purchase the goods and services specified herein in accordance with the terms and conditions of this Agreement for the purposes of piggyback purchasing. It is also mutually understood and agreed the third party will issue its own purchasing documents for the goods and services, be invoiced therefrom and make its own payments to T2 Systems in accordance with the terms of the contract established between the third party and T2 Systems. T2 Systems and the third party will agree separately on scope and pricing for the goods and services. Customer shall bear no responsibility or liability to any contractual agreement made between T2 Systems and any other third party.
- (d) **Enurement.** This Agreement shall be binding upon and enure to the benefit of T2 Systems, Customer and their respective successors and permitted assigns.
- (e) **Force Majeure.** Neither party shall be liable for delay or failure in performance (other than the making of payments) directly or indirectly resulting from acts beyond the control of such party, including, but not limited to acts of God, acts of war or terrorism, civil commotion, riot, fire, flood, pandemic or other disaster, acts of government, strike, work stoppages, lockout, power failures, inability to secure or delay in securing transportation, inability to obtain or delays in obtaining goods, materials, or qualified labor, or the inability to use or the failure of any third party telecommunications carrier or other services, which events or conditions prevent in whole or in part the performance by such party of its obligations hereunder or which renders the performance of



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such obligations so difficult or costly as to make performance commercially unreasonable. In such event, the party affected shall be excused from performance on a day-to-day basis to the extent of the delay, and the other party shall likewise be excused from the performance of its obligations on a day-to-day basis to the extent such party's obligations related to the performance are so delayed. Where an Event of Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party. In the event such inability to perform shall continue longer than sixty (60) Days, the party which has received or which was entitled to receive notice may terminate the Agreement by notice to the other party without further liability, expense, or cost of any kind. Force Majeure events do not include any failure as a result of political or social pressure, general economic or market factors, and/or fear of or threat of a Force Majeure Event or other circumstance.

- (f) Independent Contractors. The parties are independent contractors. Nothing herein shall be construed to create any legal partnership, joint venture, agency or any other relationship between the parties.
- (g) Notices. All communications and notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the recipient, by email, or by registered or certified mail with return receipt requested, postage prepaid, and addressed to the Customer at the address appearing on the Addenda or Quote(s), as applicable, or at such other address as either party may designate by notice to the other. T2 Systems, from time to time may send general communications and/or notices to all its customers and such notices shall be deemed to have been given when delivered by email.
- (h) No Waiver. No delay or failure to take any action or exercise any rights under this Agreement shall constitute a waiver or consent unless expressly waived or consented to in writing. A waiver of any event does not apply to any other or subsequent event, even if in relation to the same subject-matter.
- (i) Publicity. Except as expressly agreed in writing, neither party shall issue any press release, or otherwise publicly identify the other as a customer or supplier, in any marketing materials or otherwise, without the express prior authorization of the other party.
- (j) Severability. If any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, it shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall continue in full force and effect.
- (k) Amendment. This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- (l) Counterparts. This Agreement and each Addenda may be executed by the parties in counterparts with the same effect as if they had signed the same document and all counterparts shall be construed together and shall constitute one and the same agreement. This Agreement and any Addenda may be executed by the parties and transmitted by electronic transmission, with the same effect as if the parties had delivered an executed original.
- (m) International. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Products or Services ordered or provided under this Agreement.
- (n) Compliance with Laws. Each party agrees to comply with all applicable federal, state, provincial and local laws, regulations, and orders in fulfilling its obligations under the Agreement, including as applicable laws relating to anticorruption of public officials and anti-bribery laws and regulations and the Federal Fair Debt Collection Practices Act.



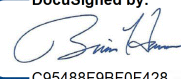
- (o) Authorization. Both parties represent and warrant that they have the authority to bind their respective agency, institution, or company, and that they are authorized to sign this Agreement and any Addenda hereto.
- (p) Captions. The captions and section headings included in this Agreement and any Addenda are for convenience only and shall not affect the scope, intent, meaning or function of any provision of this Agreement or the applicable Addenda.

IN WITNESS WHEREOF, the parties have executed this Agreement by a duly authorized representative thereof.

**T2 SYSTEMS, INC.**

DocuSigned by:  
  
 Per: \_\_\_\_\_  
508776E039814AA...  
 Name: Adam Blake  
 Title: CEO  
 Date: 09/27/23

**LEE COUNTY**

DocuSigned by:  
  
 Per: \_\_\_\_\_  
C95488F9BF0F428...  
 Name: Brian Hamman  
 Title: Commissioner & Chairman  
 Date: 10/23/2023 | 10:44 AM EDT



## PAYMENT PROCESSING ADDENDUM

THIS PAYMENT PROCESSING ADDENDUM ("**Addendum**") is made between T2 SYSTEMS, INC., an Indiana corporation ("**T2**") and Lee County ("**Sub-Merchant**") (collectively the "**Parties**").

T2 is a payment facilitator that provides the services set forth in this Addendum to facilitate Sub-Merchant's acceptance of credit and debit cards ("**Cards**") for Mastercard International Incorporated ("**Mastercard**"), Visa Inc. ("**Visa**"), Discover Financial Services, each including applicable subsidiaries, and other payment network or card association (collectively "**Networks**") transactions. This Addendum is incorporated into and made part of and subject to the terms of the T2 Master Customer Agreement ("**Agreement**") between T2 and Sub-Merchant, and sets forth separate services from those that T2 provides under the Agreement or any other agreement with Sub-Merchant. If there is any conflict between the terms of this Addendum and the Agreement, then to the extent of such conflict, the terms of this Addendum will control.

**1. Payment Processing Services.** T2 will provide Sub-Merchant the payment processing services (the "**Services**") set forth in this Addendum. These Services are provided by T2 through its relationships with the payment processor ("**Processor**") that T2 has contracted with to support the Services, and the financial institution ("**Bank**") that is a member of the Networks and provides sponsorship services in connection with this Addendum. Bank and Processor may be changed at any time without prior notice. Sub-Merchant agrees that its use of the Services will comply at all times with (i) federal, state, and local laws, rules, and regulations that govern or otherwise affect the activities of Sub-Merchant or this Addendum ("**Law**") and (ii) the bylaws, operating regulations and all other rules, policies, and procedures of the Networks, including the Payment Card Industry Data Security Standard ("**PCI DSS**") (the "**Rules**"). T2 may suspend or terminate the Services at any time if Sub-Merchant is not eligible under Law or the Rules to use the Services, and T2 reserves the right to establish certain limits on Sub-Merchant's processing volume at any time in its reasonable discretion. Sub-Merchant agrees to the terms and obligations in the "**Merchant Services Agreement**" between Sub-Merchant and Processor, which is attached and incorporated hereto as **Exhibit A**, as may be changed or updated on reasonable notice to Sub-Merchant by Processor or T2.

**2. Underwriting and Required Information.** T2 may engage in any investigation of Sub-Merchant's finances, activities, and operations that T2 reasonably deems necessary to confirm Sub-Merchant's eligibility for and use of the Services, and Sub-Merchant agrees to provide T2 with any information required to complete such investigation. Sub-Merchant authorizes T2 to make any background, identity verification, or credit inquiry that T2 reasonably deems necessary and authorizes any credit reporting agency to compile information to answer such inquiries and furnish that information to T2. For any background, credit, or other check or report on Sub-Merchant's owners, officers, directors, or other principals, Sub-Merchant agrees to obtain authorizations from such individuals. To help the government fight terrorism and prevent money-laundering, Sub-Merchant agrees to provide information and documents that identify Sub-Merchant, its beneficial owners, officers, and other individuals. Sub-Merchant will provide T2 with written notice not more than five (5) days after Sub-Merchant learns of any (i) adverse change in financial condition; (ii) planned or anticipated liquidation or substantial change to the nature of its business; (iii) transfer or sale of twenty-five percent (25%) or more in value of its ownership, voting stock, beneficial interest, or total assets; (iv) levy against twenty-five percent (25%) or more in value of its total assets; or (v) any receipt by Sub-Merchant of a subpoena, civil investigative demand, or similar request for information from a federal, state, or local government, agency, or entity ("**Regulatory Authority**") relating to the Services. Sub-Merchant authorizes T2 to share any information it collects or receives from or about Sub-Merchant with Processor and Bank.

**3. Card Acceptance.** Sub-Merchant will honor any valid Card presented for payment by a person authorized to use the Card or the associated account ("**Cardholder**"). Sub-Merchant will only accept Cards for bona fide sales of Sub-Merchant's goods or services to the Cardholder ("**Transactions**"). Sub-Merchant understands that Transactions may be reversed or returned by a Cardholder, the Networks, Processor, Bank, or T2 (each a "**Chargeback**") in accordance with the Rules. Sub-Merchant agrees (i) to submit only Transactions that comply with



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this Addendum, Law, and the Rules; (ii) to submit only Transactions authorized by the Cardholder; (iii) to submit only a Transaction for the full amount owed by the Cardholder for the Transaction (except where permitted by Law and the Rules); (iv) not to establish minimum or maximum amounts or discourage the use of one Network Card over another (except where permitted by Law and the Rules); (v) not to impose any surcharges in connection with a Transaction (except where permitted by Law and the Rules). Sub-Merchant will disclose its name and return policy to the Cardholder. Sub-Merchant is required to obtain an authorization from the Network ("**Authorization**") prior to submission for each Transaction and include the Authorization when transmitting each Transaction. Authorizations are not a guarantee of acceptance or payment of a Transaction, do not waive any provision of this Addendum, and do not validate fraudulent Transactions or those involving an expired Card. T2 and Processor may refuse to acquire or process any Transaction that T2 or Processor believes violates this Addendum, the Merchant Services Agreement, Law, or the Rules. All credits and payments to Sub-Merchant are provisional and subject to Chargebacks and adjustments in accordance with the Rules. Sub-Merchant will retain and provide upon request a copy of the sales draft and any other required items for each completed Transaction in accordance with Law and the Rules. T2 may reverse any Transaction that violates, or T2 reasonably suspects violates, this Addendum, the Rules, or Law, and any such reversal is a Chargeback under this Addendum.

**4. Card Election.** If agreed between the Parties, Sub-Merchant may be a limited-acceptance merchant, which means that Sub-Merchant has elected to accept Cards from only certain Networks and/or of only certain types, and Sub-Merchant must display appropriate signage to indicate the same, if applicable. T2 has no obligation other than those expressly provided under Law and the Rules as they may relate to limited acceptance. Sub-Merchant is solely responsible for the implementation of its decision for limited acceptance, including the Network and Card type(s) accepted at the point of sale. T2 may remove or add Network Cards or Card types that are available for processing at any time without prior notice. Sub-Merchant may change its election of Card types, Networks, and Services with at least sixty (60) days' advance written notice to T2. Sub-Merchant will not seek Authorization for or submit a Transaction for a Card type or Network that has not been approved by T2.

**5. Compliance with Law, the Rules, and this Addendum.** In all aspects of Sub-Merchant's use of the Services, Sub-Merchant agrees to comply and cause all of its employees and agents to comply with this Addendum, Law, and the Rules, including those relevant to acceptance guidelines, activity reporting, excessive Chargebacks, anti-money-laundering, and economic sanctions. Sub-Merchant agrees to cooperate with T2's monitoring of Sub-Merchant's compliance with this Addendum, Law, and the Rules. T2 may suspend processing Transactions to investigate suspicious or unusual activity associated with Sub-Merchant, and T2 will have no liability for any Sub-Merchant losses arising from any such suspension.

**6. Settlement Account.** Sub-Merchant will maintain an open checking account ("**Account**") at a financial institution approved by T2 and Processor that can be accessed through the national automated clearinghouse ("**ACH**") system to receive settlement of Transaction funds and process Chargebacks or other liabilities as required by this Addendum and the Merchant Services Agreement. Sub-Merchant irrevocably authorizes T2 and/or Processor to debit and/or credit the Account via ACH to settle any and all fees and other amounts owed between the Parties under this Addendum or the Merchant Services Agreement, and such authority shall remain in effect for a period of one hundred and eighty (180) days following termination of this Addendum, regardless of whether Sub-Merchant has notified T2 of a requested change in the Account information or the financial institution where the Account is located ("**Account Change**"). T2 may terminate or suspend Services if Sub-Merchant fails to maintain an Account with an ACH authorization. Sub-Merchant will maintain the Account with sufficient cleared funds to meet its obligations under this Addendum and the Merchant Services Agreement. If Sub-Merchant requests an Account Change, Sub-Merchant must provide T2 and Processor at least thirty (30) days prior written notice, which may be approved in T2 or Processor's discretion. The acceptance by T2 or Processor of Sub-Merchant's closing of an Account in connection with an Account Change shall not constitute termination of this Addendum. Sub-Merchant is responsible for providing T2 and Processor with accurate contact, payment, and account information for each Account. Neither T2 nor Processor are liable for any amounts directed to an account that has been designated as the Account by any purported representative of Sub-Merchant.



**7. Transaction Processing and Reporting.** Subject to the terms of this Addendum, the Merchant Services Agreement, Law, and the Rules, T2 or Processor will initiate payment to Sub-Merchant of the total face amount of each Transaction less any fees or other amounts T2 or Processor are authorized to deduct or withhold under this Addendum or the Merchant Services Agreement. The deposit of Transaction funds to the Account discharges T2 and Processor of any settlement obligation to Sub-Merchant. Sub-Merchant agrees that T2 and Processor have no obligation to settle funds that are the proceeds of a purported Transaction that violates Law or the Rules. Unless otherwise agreed to in writing by the Parties, Sub-Merchant shall electronically deliver to T2 or Processor (as agreed among the Parties) all Transaction records at least every business day. The preparation and delivery of Transaction records shall constitute an endorsement by Sub-Merchant of each Transaction, and Sub-Merchant authorizes T2 or Processor to place Sub-Merchant's endorsement on any Transaction at any time. T2 or Processor shall provide Transaction information and reports to Sub-Merchant on a daily basis or as otherwise agreed by the Parties. Sub-Merchant agrees to review all such information and reports. Sub-Merchant agrees that its failure to report any errors in such information and reports or to notify T2 that Sub-Merchant has not received any amounts owed to Sub-Merchant within thirty (30) business days from the date the report or invoice is made available to Sub-Merchant or that receipt of such funds was due to occur shall constitute Sub-Merchant's acceptance of the same.

**8. Liabilities, Disputes, and Exception Items.** Sub-Merchant is solely responsible for the sale of its goods and services and any disputes between Sub-Merchant and a Cardholder regarding such goods and services. Sub-Merchant is liable for all Chargebacks, as well as any other amounts and related items, including all costs, fees, fines, penalties, and expenses incurred by T2 or Processor in connection therewith (including those incurred in handling disputes with respect thereto). Each of T2 and Processor has the right at any time to charge the Account for any Chargeback, compliance case, other Network action, or any liability or amount owed by Sub-Merchant under this Addendum or the Merchant Services Agreement. Without limiting the generality of the foregoing, Sub-Merchant agrees that any operational and/or other Services performed on behalf of Sub-Merchant, including but not limited to, response to compliance cases, augmentation of Sub-Merchant data for interchange, transaction stand-in, digital draft storage and retrieval, etc. shall in no way affect Sub-Merchant's obligations and liability in this Addendum or the Merchant Services Agreement. Sub-Merchant may instruct T2 or Processor in disputing or defending Chargebacks as provided in the Rules, and Sub-Merchant will promptly provide any such instructions to T2 or Processor.

**9. Third Party Assessments.** Notwithstanding any other provision of this Addendum, Sub-Merchant shall be responsible for all fees, fines, assessments, penalties, loss allocations, or other amounts imposed or assessed to Sub-Merchant, T2, Processor, or Bank in connection with this Addendum by the Networks or other third parties to the extent that such amounts are not the direct result of the gross negligence or willful misconduct of T2, Processor, or Bank, as applicable. In the event that Processor or any third party assesses T2 a cost of funds associated with a circumstance where Processor, for whatever reason, advances settlement or any amounts and/or delays the assessment of any fees, Sub-Merchant shall be fully responsible for any portion of such assessment that is attributable to the Services for Sub-Merchant.

**10. Reserve Account.** T2 may, in its sole discretion or at the direction of Processor or Bank, require that Sub-Merchant fund a deposit account at Bank ("**Reserve Account**") in an amount as determined by T2 ("**Reserve Minimum**") as security for Sub-Merchant's current and future obligations under this Addendum. Sub-Merchant irrevocably authorizes T2 and Processor to debit the Account or withhold amounts that would otherwise be paid to the Account for the purpose of funding, maintaining, or increasing the balance in the Reserve Account if such balance is ever less than the Reserve Minimum. T2 may, without notice to Sub-Merchant, apply funds in the Reserve Account against any amounts owed by Sub-Merchant under this Addendum. By executing this Addendum, Sub-Merchant grants T2 a security interest in the funds held in the Reserve Account, and T2 may exercise its rights with respect to such security interest without notice. Sub-Merchant agrees to execute any documents and to perform any other action required to comply with and perfect the security interest. Sub-Merchant agrees that following termination of this Addendum any funds remaining in the Reserve Account will not be returned to Sub-Merchant until one hundred



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and eighty (180) days following the later of such termination or Sub-Merchant's last submission of a Transaction. Sub-Merchant will remain liable for all fees or amounts incurred after any such return of funds.

**11. T2 Fees.** Sub-Merchant agrees to pay T2 the fees, expenses, and all other amounts set forth in this Addendum ("**Fees**"), including the "**Fee Schedule**," which are reference and incorporated into the Quote. All amounts owed under this Addendum or the Merchant Services Agreement are due when invoiced or as otherwise directed. Any such amounts not paid when due shall be charged interest at 1% per month but in no event more than the highest rate permitted by Law. Unless otherwise mutually agreed in writing by the Parties, T2 agrees not to change any of its Fees on the Fee Schedule for one (1) year after the Effective Date. Notwithstanding the foregoing, Sub-Merchant is responsible for payment of any changes or increases in Fees by Processor, Bank, the Networks, or other third parties ("**Pass Through Fees**"). In the event that T2 exercises its right to increase any Fees under this Section (exclusive of any changes in Pass Through Fees), T2 will provide Sub-Merchant thirty (30) days' advance written notice. An increase of T2 Fees will be based on the annual transaction volume tiers, which will be no greater than five cents (\$0.05) per transaction. Review of the annual transaction volume tiers will take place upon the anniversary of each Term of the Effective Date of this Addendum. If Sub-Merchant does not agree to any such increases in Fees during this notice period, Sub-Merchant may terminate this Addendum with thirty (30) days' written notice to T2, during which period T2 shall continue to charge the existing Fees under the Fee Schedule during the termination and wind-down period. T2, Processor, and Bank may refuse to provide the Services in the event any of them have not been paid by Sub-Merchant for the Services contemplated herein.

**12. Right of Offset.** Sub-Merchant has no right of offset regarding any amounts Sub-Merchant may owe T2. T2 may setoff any amounts owed by Sub-Merchant under this Addendum against (i) any amounts, including Transactions, which T2 would otherwise deposit to the Account or Reserve Account; (ii) the Account and Reserve Account; (iii) any other amounts T2 may owe Sub-Merchant under this Addendum; or (iv) against any property of Sub-Merchant in the possession or control of T2. This right of offset covers, but is not limited to, Chargebacks, disputes, fees, or any amounts Sub-Merchant owes T2 under this Addendum. Sub-Merchant is responsible for any costs T2 incurs in connection with collection, in addition to any amounts owed, including attorneys' fees and expenses, collection agency fees, and any applicable interest on unpaid amounts.

**13. Taxes.** Any sales, use, excise or other taxes payable in connection with or attributable to the Services provided to the Sub-Merchant per this Addendum shall be paid by Sub-Merchant. In the event T2 is required to pay any such taxes, Sub-Merchant shall immediately reimburse T2 or T2 may, at T2's sole option, charge the Account or Reserve Account. To the extent Sub-Merchant is not exempt, T2 or Processor will provide a form 1099-K, as required by Law. Company may, on behalf of the Internal Revenue Service, collect from Sub-Merchant federal backup withholding upon Transaction settlement if Sub-Merchant does not supply its legal name or tax identification number or if it fails to respond to a request from T2 to verify the same.

**14. Security.** Sub-Merchant agrees to implement and maintain security processes in accordance with generally accepted industry best practices to safeguard the systems it uses to transmit, process, or store information from unauthorized access or use, and from viruses and other malicious code. Except as may otherwise be agreed between the Parties through the execution of an addendum to the Agreement for security-related services, Sub-Merchant is responsible for complying with any applicable security, use, and storage requirements relating to Card, Cardholder, or Transaction data ("**Sensitive Data**") under Law or the Rules, including where applicable, PCI DSS, the Visa Cardholder Information Security Program, the Mastercard Site Data Protection Program, and the Visa and Mastercard Data Security Standards. Sub-Merchant agrees to comply with Law and the Rules governing the confidentiality, use, and disclosure of Sensitive Data. Sub-Merchant will not retain or store magnetic stripe, Track-2, CVV2, CVC2, or CID data after Authorization. If Sub-Merchant identifies any actual or suspected unauthorized access of Sensitive Data in the possession of Sub-Merchant or its agents, or if Sub-Merchant experiences a breach of its systems, Sub-Merchant must notify T2 immediately, and in all events no later than forty-eight (48) hours after discovery, and cooperate with T2, Processor, Bank, the Networks, and Regulatory Authorities in responding to such



unauthorized access or breach. Sub-Merchant will maintain industry best practices regarding business continuity procedures and systems to ensure security of Sensitive Data.

**15. Audits.** Sub-Merchant agrees to cooperate in any audit, examination, or investigation as may be required by T2, Processor, Bank, the Networks, or a Regulatory Authority; and upon request and reasonable prior notice, permit T2, Processor, Bank, the Networks, or any Regulatory Authority to conduct an on-site inspection of Sub-Merchant's premises and examine Sub-Merchant's books, records, practices, and systems, but only to the extent that each pertains to compliance with this Addendum, Law, and the Rules. Any audit that is required by Law or the Rules will be at Sub-Merchant's sole expense. All other audits shall be at T2's expense. T2 and any other applicable entities shall have the right to retain a third party to perform any audit. Sub-Merchant agrees to implement any changes identified pursuant to an audit necessary to remediate or prevent any violation of Law or the Rules. If T2, in its discretion, determines that there is a need for an audit regarding a potential violation of Law or the Rules, T2 may withhold payment of amounts owed to Sub-Merchant without penalty pending completion of the audit. If it is determined that there has been a violation of Law or the Rules relating to this Addendum or Transactions hereunder, T2 may withhold payment of amounts owed to Sub-Merchant for a reasonable amount of time in an amount equal to the costs, fees, and expenses incurred by T2 in investigating and resolving the same and for any damages incurred by T2.

**16. Title to the Services.** Sub-Merchant agrees it is acquiring only a nontransferable, non-exclusive right to use the Services. T2 shall at all times retain exclusive title to the Services, including without limitation, any materials delivered to Sub-Merchant hereunder and any invention, development, product, trade name, trademark, service mark, software program, or derivative thereof, developed in connection with providing the Services or during the term of this Addendum.

**17. Use of Network Marks and Other Marks.** Sub-Merchant agrees that the Networks are the sole and exclusive owners of their respective trademarks and other materials protected by intellectual property laws ("Network Marks"). Sub-Merchant's use of the Network Marks and related materials must comply with Law and the Rules. At any time and without prior notice, the Networks may require a change in or prohibit Sub-Merchant's use of the Network Marks and related materials. T2, Processor, and Bank are the sole and exclusive owners of their respective trademarks, marks, and logos, and Sub-Merchant's use of such marks must comply with this Addendum and Law, and any policies and written instructions provided to Sub-Merchant. Sub-Merchant's right to use the Network Marks and, if applicable, T2's, Processor's, and Bank's marks, will cease upon termination of this Addendum, and Sub-Merchant agrees not to contest the ownership of all such marks for any reason.

**18. Prohibited Practices.** Sub-Merchant agrees it will not (i) require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, Card expiration date, signature, or any other Card account data in plain view when mailed; (ii) add any tax to a Transaction, unless expressly required by Law (any such tax amount must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Sub-Merchant; (v) disburse funds in the form of cash unless Sub-Merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-Merchant), or Sub-Merchant is participating in a cash back service; (vi) resubmit any Transaction that was previously the subject of a Chargeback, irrespective of Cardholder approval; (vii) accept a Card to collect or refinance an existing debt (except as expressly permitted by the Rules); or (viii) submit a Transaction that represents collection of a dishonored check.

**19. Recurring Transactions.** For any recurring Transactions, Sub-Merchant must comply with Law and the Rules, and must, at a minimum, (i) provide the Cardholder with written documentation specifying the frequency of the recurring charges, the duration of time during which such charges may be made, and the amount or range of





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amounts that may be charged; (ii) obtain the Cardholder's prior written consent to charge the Cardholder on such recurring basis; (iii) retain this consent, including evidence of having provided such documentation; and (iv) notify the Cardholder that he or she may cancel the recurring charges at any time. For each Cardholder, Sub-Merchant must retain such written consent for at least 24 months from the date Sub-Merchant submits the last recurring billing charge.

**20. Term.** The term of this Addendum commences on the Effective Date and shall continue for an initial term of three (3) years ("**Initial Term**"), and will renew for successive twelve (12) month periods ("**Renewal Terms**"), unless terminated pursuant to the provisions of this Addendum. The Initial Term and Renewal Terms shall be referred to herein collectively as the "**Term**". The Term will terminate immediately in the event that the Agreement is terminated.

**21. Termination.** For breaches of a material term or condition of this Addendum, either Party may terminate this Addendum for any such breach that is not cured within thirty (30) days of receipt of written notice of such breach. In addition, T2 may in its sole discretion suspend or terminate this Addendum or immediately cease providing the Services, without prior notice, if:

- (a) Sub-Merchant fails to pay any amount to T2 when due or fails to maintain a valid Account;
- (b) The provision of Services to Sub-Merchant is a violation of Law or the Rules;
- (c) Sub-Merchant has violated or is likely to violate Law or the Rules;
- (d) T2 is required to do so by Processor, Bank, any Network, or any Regulatory Authority;
- (e) T2's agreement with Processor or Member Bank terminates, or Processor otherwise discontinues providing services to T2 or Sub-Merchant, including termination of the Merchant Services Agreement;
- (f) T2 is deregistered by any Network;
- (g) Processor or Bank ceases to be a member of the Networks or to have the required licenses;
- (h) Sub-Merchant is the subject of any bankruptcy or insolvency, or makes an assignment for the benefit of its creditors;
- (i) Any of Sub-Merchant's representations and warranties contained in this Addendum or the Merchant Services Agreement is inaccurate in any material respect; or
- (j) Sub-Merchant, for any reason, discontinues using the Services (except as may be specifically permitted by this Addendum) for a period of thirty (30) days.

If this Addendum is terminated for any reason, Sub-Merchant's obligations regarding any Transactions accepted for processing will survive termination, and any amounts owed by Sub-Merchant to T2 will become immediately due and payable. Sub-Merchant authorizes T2 to debit such amounts from the Account or Reserve Account, and if the funds in such accounts are insufficient, Sub-Merchant agrees to immediately pay any remaining amounts owed. All existing obligations, warranties, indemnities, and agreements with respect to Transactions entered into before such termination shall remain in full force and effect and Sub-Merchant shall remain liable for all obligations under this Addendum. Sub-Merchant acknowledges that T2 is required under the Rules to report to the Networks when it terminates agreements with sub-merchants under certain conditions, and Sub-Merchant consents to such reporting, if applicable. Sub-Merchant agrees that T2 will have no liability for damages or alleged harm resulting from such reporting.

**22. Representations and Warranties.** Sub-Merchant represents and warrants during the Term of this Addendum that (i) Sub-Merchant and the signatory executing this Addendum have the full power and authority to execute, deliver, and perform this Addendum; (ii) this Addendum is binding and enforceable against Sub-Merchant,



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and no provision requiring Sub-Merchant's performance is in conflict with its obligations under any agreement to which Sub-Merchant is a party; (iii) Sub-Merchant has never entered into a payment processing agreement with a third party that has been terminated by that third party; (iv) Sub-Merchant is duly organized, authorized, and in good standing under Law; (e) Sub-Merchant has not been placed and is not listed on the MATCH List; and (f) all information supplied by a Sub-Merchant to T2 in connection with this Addendum is accurate, truthful, and complete.

**23. Binding on Successors; Assignment.** This Addendum shall be binding upon and inure to the benefit of the Parties and their respective successors, transferees, and assignees. Neither this Addendum nor any interest herein may directly or indirectly be transferred or assigned by either Party, in whole or in part, without the prior written consent of the other Party. Sub-Merchant will remain liable for any amounts owed under this Addendum after an unauthorized transfer or assignment by Sub-Merchant, even if T2 continues to provide Services to such transferee or assignee. This Addendum is for the benefit of, and may be enforced only by, T2 and Sub-Merchant and their respective successors and permitted transferees and assignees, and is not for the benefit of, and may not be enforced by, any third party.

**24. Waiver of Jury/Class Action.** Intentionally deleted.

**24. Indemnification.** In addition to and without limiting any indemnification obligations contained in the Agreement, subject to Section 768.28, Florida Statutes, as may be amended from time to time and not to be construed as a waiver of any sovereign immunity rights, Sub-Merchant agrees to indemnify, defend, and hold T2 and its directors, officers, employees, affiliates, and agents harmless from and against any and all proceedings, losses, costs, expenses, claims, demands, damages, and liabilities (including attorneys' fees and costs, and collections costs) resulting from or otherwise arising out of (i) Sub-Merchant's or its directors', officers', employees', affiliates', and agents' use of the Services or acts or omissions in connection with the Services; (ii) any infiltration, hack, breach, or access violation of Sub-Merchant's systems, including any access to Card, Cardholder, or Transaction data; and (iii) Sub-Merchant's or its directors', officers', employees', affiliates', and agents' breach of this Addendum or violation of Law or the Rules. This indemnification will survive the termination of this Addendum. The procedures for indemnification set forth in the Agreement shall apply to any indemnification obligation under this paragraph.

**25. Use of Third Party Agents.** Sub-Merchant may contract with third party agents ("TPAs") to perform any or all of Sub-Merchant's duties and requirements under this Addendum, except for any duty or requirement that must be performed by Sub-Merchant under Law or the Rules. Sub-Merchant must provide Company written prior notice of its use of any TPA, which shall be subject to T2's approval. Sub-Merchant will remain solely liable for any non-compliance or breach of this Addendum, Law, or the Rules by a TPA.

**26. Additional Services; Equipment.** If Sub-Merchant elects to receive additional services from T2, including those related to data security or the rental or purchase of any equipment, Sub-Merchant and T2 shall execute separate addenda to the Agreement governing such services.

**27. Controlling Documents.** This Addendum (including all addenda and schedules and exhibits hereto and all documents and materials referenced herein) supersedes any and all other agreements, oral or written, between the Parties hereto with respect to the subject matter hereof, and sets forth the complete and exclusive agreement between the Parties with respect to the Services. If there is a conflict between this Addendum and an addendum, schedule, or exhibit attached hereto or subsequently executed by the Parties, the addendum, schedule, or exhibit shall control. If there is a conflict or inconsistency between the Rules and this Addendum, the Rules shall prevail or govern to the fullest extent permitted by Law. If there is a conflict between this Addendum and the Merchant Services Agreement, the Merchant Services Agreement shall prevail.

**28. Survival.** Any right, obligation, or provision under this Agreement that, by its description or nature, should survive termination of this Addendum, will survive the termination of this Addendum, including but not limited to the terms set forth in Sections 3, 5, 6, 7, 8, 9, 10, 11, 12, 15, 17, and 25.



**29. Modification of Addendum.** Except as provided herein, this Addendum, including any schedule or exhibit hereto, may only be modified or amended by an instrument in writing signed by each Party hereto.

**30. Headings and Construction.** Headings in this Addendum are inserted for convenience only and will not affect the interpretation of any provision. Each Party acknowledges and agrees that the limitations and exclusions contained in this Addendum have been the subject of active and complete negotiation between the Parties and represent their voluntary agreement. The Parties agree such agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party participated in the preparation of this document.

**31. Counterparts.** The parties agree that electronic signatures will have the same legal effect as original (*i.e.*, ink) signatures and that an electronic, scanned, facsimile, or duplicate copy of such signatures may be used as evidence of execution. This Addendum may be executed and delivered in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**32. Facsimile Deemed Original.** Sub-Merchant and T2 agree that any facsimile or other copy of this Addendum evidencing the execution by both parties shall be deemed an original.



## Exhibit A

### MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS ("Agreement") is made among WORLDPAY, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and Lee County ("Sub-merchant") in connection with the agreement between Sub-merchant and T2 Systems, Inc. ("Provider"). Acquirer will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

**1. Certain Sub-merchant Responsibilities.** Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard, American Express and Discover regulations. The websites are: <http://usa.visa/merchants/> and <http://www.mastercard/us/merchant/>, [www.americanexpress.com](http://www.americanexpress.com), and <http://www.discovernetwork.com/merchants/>. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.



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Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

**2. Sub-merchant Prohibitions.** Sub-merchant must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant; (v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service; (vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt; (viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable; or (ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

**3. Settlement.** Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant -Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account, if applicable, shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant -Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant -Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.

**4. Term and Termination.** This Agreement shall be binding upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Agreement by issuing a merchant identification number, and shall be coterminous with Provider's agreement with Sub-merchant.

Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in



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Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquire determines Sub-merchant poses a financial or regulatory risk to Acquirer or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association deregisters Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by any of the Associations.

**5. Limits of Liability.** Sub-merchant agrees to provide Acquirer, via communication with Provider, with written notice of any alleged breach by Acquirer of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.


EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Acquirer is only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Agreement and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Agreement will govern Acquirer's relationship with Sub-merchant.

**6. Miscellaneous.** This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Florida without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Agreement upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263. The Member Bank is a party to this Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.



IN WITNESS WHEREOF, this Agreement has been executed by Sub-merchant's authorized officer as of the date set forth below.

**SUB-MERCHANT:**

DocuSigned by:  
  
C95488F9BF0F428...

By: \_\_\_\_\_

Name: Brian Hamman

Title: Commissioner & Chairman

Date: 10/23/2023 | 10:44 AM EDT

Address: PO Box 298, Fort Myers, FL 33902