

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into this ____ day of _____, 2025 (the “Effective Date”), by and between Martin County, a political subdivision of the State of Florida (the “COUNTY”) located at 900 SE Ruhnke St., Stuart, FL 34994 and PropLogix, LLC d/b/a Orange Data Systems (“ODS”), a Florida limited liability company, located at 5901 N. Honore Ave., Ste. 200, Sarasota, FL 34243 (each a “Party” and collectively, the “Parties”).

WHEREAS, ODS is engaged in the business of providing certain real estate-related software and services.

WHEREAS, the COUNTY is engaging ODS to provide the same, as further described herein.

NOW THEREFORE, in consideration of the foregoing recitals and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I SERVICES AND FEES

Section 1.1. Scope of Services. ODS shall provide the services and reports, as further described in any Statements of Work (SOWs) attached hereto (the “Services”). ODS shall provide the Services on a non-exclusive basis to the COUNTY. The Services shall be provided in a professional, workmanlike, and timely manner, by qualified personnel and in accordance with the terms of this Agreement.

Section 1.2. Fees; Invoicing. Payment for the services shall be made as described in any SOWs attached hereto.

ARTICLE II CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Section 2.1. Confidentiality Requirements. Each Party acknowledges that during the Term of this Agreement, it may come in contact or be provided with knowledge and information relating to customer, client, vendor, partner, contractor, and/or employee information; financial information; business and marketing plans; concepts, techniques, processes, ideas, discoveries, improvements, and inventions whether patented or not; software, programs, and source code; and other confidential and proprietary information relating to the other Party (collectively “Confidential Information”). Confidential Information shall further include any information that is expressly identified as confidential by the disclosing Party, or would reasonably be deemed confidential under the context of disclosure or due to the nature of the information.

Each Party agrees that during the Term of this Agreement and for the two (2) year period thereafter, it shall use at least the same degree of care to safeguard the disclosing Party’s Confidential Information as it would its own similar information, and it shall not use, directly or indirectly, on its own behalf or on behalf of any other person or entity, in any capacity any Confidential Information; it shall not disclose or use any of the other Party’s Confidential Information except (i) to subcontractors, parent companies, affiliates, subsidiaries, agents or representatives who need to know such information and only to the extent necessary to carry out such Party’s obligations under this Agreement or (ii) as required by any order of any government authority or otherwise required by law.

Notwithstanding the foregoing, ODS acknowledges that COUNTY is a public entity subject to Chapter 119, Florida Statutes. If COUNTY receives a public records request for public records received from ODS, including any records that may be or may contain Confidential Information, COUNTY shall promptly

notify ODS. The notice shall inform ODS that it must promptly inform COUNTY, in writing, whether or not ODS claims an exemption to the release of part or all of the requested public record. If ODS claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If ODS claims that an exemption applies to part of a requested public record, ODS shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If ODS promptly notifies COUNTY of a claim of exemption, COUNTY shall review the exemption claimed and decide whether to release the public records. If ODS fails to promptly notify COUNTY that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and COUNTY shall release the record as requested.

ODS will indemnify, defend, and hold COUNTY, COUNTY's elected officials, employees, agents, and attorneys and their successors (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Confidential Information, each of which may be defended, settled or pursued by COUNTY with counsel of COUNTY's choice but at the expense of ODS, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnitee or agreed upon by any Indemnitee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnitee by ODS.

Section 2.2. Exceptions to Confidential Information. Confidential Information shall not include information to the extent that it (i) is or becomes public knowledge through no act or omission of the receiving Party, (ii) is disclosed to the receiving Party by a third party having no obligation of confidentiality with respect to the subject information, or (iii) was known to the receiving Party prior to disclosure of the information by the disclosing Party.

Section 2.3. Intentionally Omitted.

Section 2.4. Intellectual Property. Each Party shall retain ownership of all of its: (a) patents, patent applications and disclosures, inventions and methods (whether patentable or unpatentable and whether or not reduced to practice), and related improvements, (b) trademarks, service marks, trade dress, logos, trade names, internet domain names, corporate names and telephone numbers containing or reflecting any of the foregoing, along with any associated goodwill, (c) software interfaces (e.g., APIs), programs and applications (including object code and source code), copyrights, copyrightable works, works of authorship (including advertisements, commercials and promotional materials), data, databases, articles, abstracts, graphics, photographs, programs and programming material, jingles, and slogans, (d) trade secrets or proprietary information, (e) internet websites, including all content and materials displayed on and/or accessible through such sites, (f) other intangible property, including the aesthetic design, format, and layout of the reports and any non-public data provided therein, (g) copies and tangible embodiments of and any documentation (e.g., user manuals) relating to any of the foregoing (in whatever form or medium), and (h) licenses granting any rights with respect to any of the foregoing (including, without limitation, software licenses) ("Intellectual Property"). Nothing in this Agreement creates, or is intended to create, any right, title or interest for the benefit of one Party in the Intellectual Property rights of the other Party.

Section 2.5. Brand Usage. Each Party agrees that it shall not use the names, including registered and fictitious names, trademarks, branding, logos, etc. of the other Party in its promotional activities without the prior written consent of the other Party. The COUNTY hereby gives authorization for ODS to utilize its name on the ODS public-facing website to identify the COUNTY as a municipal entity which utilizes the ODS services.

Section 2.6. Intentionally Omitted.

**ARTICLE III
TERM AND TERMINATION**

Section 3.1. Term. Unless terminated earlier as provided below, this Agreement shall commence on the Effective Date and shall continue for three (3) years thereafter ("Term"). This Agreement will automatically renew for one successive two (2) year term unless written notice of nonrenewal is received by the other Party at least thirty (30) days prior to the expiration date. Termination of an SOW shall not result in termination of this master Services Agreement unless such SOW is the only one pursuant to which services are being provided.

Section 3.2. Termination. This Agreement may be terminated by either Party (i) as provided in Section 3.1, (ii) in the event that the other Party materially breaches this Agreement, so long as the non-breaching Party provides the breaching Party with written notice of the subject breach and a ten (10) business day opportunity to cure the same, or (iii) upon thirty (30) days' prior written notice of termination. Termination for breach does not constitute waiver of any other rights or remedies that the non-breaching Party may have for such breach of this Agreement. In the event of termination of this Agreement, ODS retains the right to pursue payment of outstanding Fees and any other amounts to which it may be entitled pursuant to this Agreement.

**ARTICLE IV
LIABILITY AND INDEMNIFICATION**

Section 4.1. Services Warranty. ODS hereby agrees to use commercially reasonable efforts to correct any reproducible and correctable error in the Services, to the extent that the COUNTY advises ODS of such error in writing during the term of this Agreement.

Section 4.2. Disclaimer of Warranty and Limitation of Liability. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ODS DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES BASED ON A PARTICULAR USE IN TRADE OR BASED ON A COURSE OF DEALING, AND WARRANTIES WITH RESPECT TO THE QUALITY, ACCURACY, OR FREEDOM FROM ERROR OF THE OPERATION, USE, AND FUNCTION OF THE SERVICES.

NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) SUFFERED BY THE OTHER PARTY ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE, OMISSION OF PERFORMANCE, OR TERMINATION THEREOF, WITHOUT REGARD TO THE NATURE OF THE CLAIM (E.G., BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE), EVEN IF ODS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ODS SHALL NOT BE RESPONSIBLE FOR, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATED TO OR ARISING FROM (i) ANY INVALID, INACCURATE OR ERRONEOUS INFORMATION FURNISHED BY THE COUNTY TO ODS OR OTHERWISE PROVIDED IN THE RECORDS OF THE COUNTY, INCLUDING ANY MIS-INDEXING, MIS-RECORDING, MIS-SPELLING, OR OMISSIONS, OR (ii) ANY LOSS OR CORRUPTION OF SOFTWARE OR DATA, OR THE

INTERRUPTION, MALFUNCTION, DELAY OR ERROR OF ANY COMMUNICATION SYSTEM, OPERATION OR COMPUTER SYSTEMS, OR INTERNET OR TELECOMMUNICATION PROVIDER.

Section 4.3. Maximum Liability. ODS'S TOTAL LIABILITY AND THE COUNTY'S EXCLUSIVE REMEDY FOR ANY CLAIM ARISING FROM OR RELATED TO THE PROVISION OF THE SERVICES SHALL BE LIMITED TO THE DIRECT MONEY DAMAGES INCURRED BY THE MUNICIPALITY NOT EXCEEDING THE AMOUNT OF \$300,000.

Section 4.4. Intentionally omitted.

Section 4.5 Insurance. ODS shall maintain Errors and Omissions Insurance applicable to the services provided hereunder with a coverage limit of liability of no less than Five Hundred Thousand Dollars (\$500,000).

ARTICLE V MISCELLANEOUS PROVISIONS

Section 5.1. Independent Relationship. It is intended that each Party shall at all times be completely independent of the other Party. Nothing contained herein shall constitute a partnership, joint venture, employment, agency, or any other similar relationship by or between the Parties.

Section 5.2 Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Except as expressly stated, the remedies provided herein are in addition to, and not exclusive of, any other remedies at law or in equity.

Section 5.3. Severability and Joint Drafting. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable. Each of the Parties hereto acknowledge such participation and negotiation in order to avoid the application of any rule construing contractual language against the drafter and agree that the provisions of this Agreement shall be construed without prejudice to either Party to this Agreement.

Section 5.4. Applicable Law. If any legal action is brought by either Party relating to this Agreement, the Parties expressly agree that each Party will bear its own attorney's fees, court costs and expenses, including appellate fees, incurred in connection with this Agreement. This Agreement will be construed, interpreted and the rights of the Parties determined in accordance with the laws of the State of Florida, without regard to conflict of law principles, and the Parties hereby consent to the exclusive jurisdiction and venue of the courts of Martin County, Florida.

Section 5.5. Successors and Assigns. All of the terms and provisions of this Agreement will be binding upon and will insure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither Party is permitted to assign this Agreement and/or the rights and obligations hereunder, unless approved in writing by the other Party; provided, however, that ODS may assign all or any portion of its rights and obligations hereunder to the purchaser of all or substantially all its assets or stock (by merger or otherwise).

Section 5.6. Notices. All notices, consents, and similar communications to any Party shall be deemed to be sufficient if in writing, delivered in person, by electronic mail, an overnight courier, or first class registered or certified mail, in all cases evidence of receipt or return receipt required, postage prepaid,

addressed to such Party at the address first set forth above or such other address as may hereafter be designated in writing by such Party. Notices to the Parties shall be to the following:

To the COUNTY: Martin County Building Department
Attn: Jeffrey Dougherty, Director
900 SE Ruhnke Street
Stuart, FL 34994

with copy to: County Attorney's Office
County Administrative Center
2401 SE Monterey Road
Stuart, FL 34996-3397

To ODS: PropLogix, LLC d/b/a Orange Data Systems
Attn: General Counsel
5901 N. Honore Avenue, Suite 200
Sarasota, FL 34243

with copy to: legal@prologix.com

Operational and regular course of dealings communications with ODS should be directed to David Harrington (david@orangedata.com) and Stewart Holley (stewart@orangedata.com).

Section 5.7. Force Majeure. ODS shall be excused from performance and shall not be held liable in any way for any delay, failure in performance, loss, or damage arising out of or relating to any cause beyond its reasonable control, including but not limited to (i) any act of God, war, act of a public enemy, riot or other civil disorder, act of any government body, labor dispute, shortage of fuel or power, explosion, epidemic, fire, flood, earthquake, windstorm, or other unusually severe weather, or (ii) any interruptions, omissions, malfunctions, delays, or errors of any third party communication system, telecommunication or similar carrier, operational or computer system, or access thereto which would have an impact on the Services.

Section 5.8. Entire Agreement; Counterparts; Amendment. This Agreement contains the entire agreement between the Parties, and supersedes all prior and collateral representations, promises, and agreements. Any representation, promise, or agreement not incorporated in this Agreement shall not be binding on either Party. This Agreement may be executed in several counterparts, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement. This Agreement may be amended at any time only by the signed, written agreement of the Parties. Electronic execution of this Agreement shall be deemed effective and legally binding.

Section 5.9. No Third-Party Beneficiaries. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the Parties to this Agreement.

Section 5.10. Survival. The rights and obligations of the Parties which by their nature must survive termination or expiration of this Agreement in order to achieve their fundamental purpose shall survive in perpetuity any termination or expiration of this Agreement.

Section 5.11. Authority to Execute. Each Party has full power and authority to enter into this Agreement. The signatory for each Party, respectively, has the authority to legally bind the Party for which it executes this Agreement. Neither Party is bound by any other agreement, whether written or oral, which

would preclude it from entering into this Agreement and/or undertaking the responsibilities and obligations contained herein.

Section 5.12. E-Verify. In compliance with Section 448.095, Florida Statutes, ODS and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- (i) If ODS enters into a contract with a subconsultant, the subconsultant must provide ODS with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. ODS shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- (ii) The COUNTY, ODS, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this subsection shall terminate the contract with the person or entity.
- (iii) The COUNTY, upon good faith belief that a subconsultant knowingly violated the provisions of this subsection, but ODS otherwise complied, shall promptly notify ODS and order ODS to immediately terminate the contract with the subconsultant.
- (iv) A contract terminated under the provisions of this subsection is not a breach of contract and may not be considered such.
- (v) *Subcontracts.* ODS or subconsultant shall insert in any subcontracts the clauses set forth in this subsection and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. ODS shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in this subsection.

Section 5.13. Public Records. ODS shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically ODS shall:

- (i) Keep and maintain public records required by the COUNTY to perform the Agreement.
- (ii) Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the 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, Fla. Stat. or as otherwise provided by law.
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if ODS does not transfer the records to the COUNTY.
- (iv) Upon completion of the Agreement, transfer, at no cost, to the COUNTY all public records in possession of ODS or keep and maintain public records required by the COUNTY to perform the Agreement. If ODS transfers all public records to the COUNTY upon completion of the Agreement, ODS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ODS keeps and maintains public records upon completion of the Agreement, ODS shall meet all applicable requirements for retaining public records. All records stored electronically must

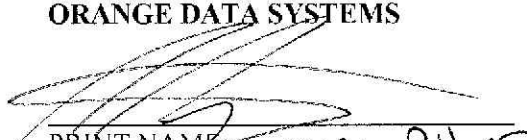
be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF ODS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ODS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

Section 5.14. Sovereign Immunity. Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the COUNTY's sovereign immunity protections existing under the laws of the State of Florida or extending or increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

**PROPLOGIX, LLC D/B/A
ORANGE DATA SYSTEMS**


PRINT NAME: Jesse Biter
TITLE: CEO

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

SARAH HEARD, CHAIR

ATTEST:

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

ELYSSE A. ELDER, ACTING COUNTY
ATTORNEY

**STATEMENT OF WORK I
LIEN SERVICES**

1. Services Description. ODS shall generate a report in response to requests from third parties made to the COUNTY for information pertaining to fees and debts owed to the COUNTY in connection with real property records pertaining to code enforcement, building permits, utilities, and their related lien status (if any). The COUNTY shall automatically provide such information and records to ODS electronically on a mutually agreed basis.

2. Fees; Invoicing. ODS shall collect payment in the total amount of Seventy-five Dollars and no cents (\$75.00) from the third-party requestor for each Report completed (the "LS Fees"). Payment of the LS Fees shall be required upon order submission, except for requestors that maintain an established credit account with ODS. For each report, ODS shall retain Twenty-five Dollars and no cents (\$25.00) of the LS Fees as compensation for the Services, and shall remit the balance of Fifty Dollars and no cents (\$50.00) to the COUNTY on a monthly basis for those LS Fees collected in the prior month. For clarity, it is understood and agreed that the COUNTY shall not be responsible for payment of the Fees.

STATEMENT OF WORK ACKNOWLEDGEMENT (Initial):

ODS: AB COUNTY _____