Action History (UTC-05:00)

Submit

by Rachel Cigich 02-02-2026 09:53:31 AM (Start Form)

Approve

by Michael Fuino 02-02-2026 10:06:37 AM (Director Approval)

- The task was assigned to Michael Golen, Katlyn Coughlin, Michael Fuino 2/2/2026 9:53:34 AM
- Michael Fuino assigned the task to Michael Fuino 2/2/2026 10:06:21 AM

Approve

by Eric Ryan 02-02-2026 10:28:11 AM (IT Approval)

- The task was assigned to Eric Ryan, Wade Gore, Aaron Bourquin 2/2/2026 10:06:38 AM
- Eric Ryan assigned the task to Eric Ryan 2/2/2026 10:28:03 AM

Approve

by Mary Grace Stamper 02-02-2026 02:50:18 PM (Budget Approval)

- The task was assigned to Nicole Brown, Mary Grace Stamper 2/2/2026 10:28:12 AM
- Mary Grace Stamper assigned the task to Mary Grace Stamper 2/2/2026 2:35:09 PM

Reviewed

by Bernice Moen 02-04-2026 12:48:53 PM (Purchasing Specialist - 4S)

EVER-TERM
STANDARDIZATION SS26-27
PREVIOUSLY POSTED 10/8/25 - COPY ATTACHED

- The task was assigned to Bernice Moen, Michael White 2/2/2026 2:50:19 PM
- Bernice Moen assigned the task to Bernice Moen 2/4/2026 12:42:20 PM

Approve

by Alla Skipper 02-04-2026 02:38:53 PM (Purchasing Approval)

- The task was assigned to Alla Skipper, Keith Raney 2/4/2026 12:48:54 PM
- Alla Skipper assigned the task to Alla Skipper 2/4/2026 2:38:27 PM

Approve

by Irina Kukharenko 02-04-2026 09:41:01 PM (Finance Director)

- The task was assigned to Irina Kukharenko, Marilyn Martinec 2/4/2026 2:38:54 PM
- Irina Kukharenko assigned the task to Irina Kukharenko 2/4/2026 9:24:03 PM

Reviewed

by Lori Hollingshead 02-05-2026 09:33:54 AM (CM Executive Assistant)

- The task was assigned to Lori Hollingshead, Kaitlyn Griffin 2/4/2026 9:41:02 PM
- Lori Hollingshead assigned the task to Lori Hollingshead 2/5/2026 9:31:22 AM

Procurement Request

City of North Port

Request

Request Type *
Sole/Single Source/Standardization

Capital? (?)
(●) No ( ) Yes

PRR-EX (?)
[ ] Yes

FY *
2026

Type code *
S

Preparer
Rachel Cigich

Department *
CITY ATTORNEY'S OFFICE

Division(s)

Commission Date (?) *
02/24/2026

Agenda Item (?) *
26-0374

Purchase

Payment Method *
(●) Visa Purchase ( ) Purchase Order

Purchase Type *
( ) Single Purchase (current FY)
(●) Blanket Purchase (current FY)

Purchase SubType *
( ) None (●) Change Order
( ) Amendment

Description *
Adding to NetDocuments Purchase Request Approved Amount for Software Services.
NetDocuments Software Services - Artificial Intelligence features for the Cloud based document management software NetDocuments. This is an independent document management software for
creating, editing, viewing, storing, accessing and sharing documents under secure data protection

Section 2-407 of the City of North Port Procurement Code provides guidelines for determining if good(s) or service(s) is/are a sole/single source. ***All Sole/Single source requests will be posted on DemandStar & the City's Purchasing site for seven (7) calendar days.***

Exemption Explanation (?) *
The City has an existing agreement with NetDocuments for Document Management Software currently utilized by the City Attorney's Office.

Steps taken to verify these goods and/or services are not available elsewhere (?) *
This is a modification to the existing services offered through NetDocuments, and incorporated into the existing agreement.

Other vendors that were contacted (?) *
N/A

Grant? *
( ) Yes (●) No

Technology Related? (?) *
(●) Yes ( ) Renewal ( ) No

Technology type *
Subscription

Exemption

Reason *
Attach documentation from the manufacturer certifying the vendor selected is the only distributor/dealer/contractor for the products or services in question and/or holds the production, unique capability, copyrights, trademark, and/or patent to the item, and check the following applicable statement(s):

[ ] Patent, copyright or unique design restrictions. (Sole Source)

[ ] Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.), which can only be determined through extensive laboratory analysis and examination. (Sole Source)

[ ] Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function. (Sole Source)

[ ] Direct replacement parts, equipment or supplies that must be compatible with original equipment already installed but available only from the original equipment manufacturer. Most manufacturers have more than one dealer or distributor for their products. When this is the case, competition between dealers and/or distributors may be possible, eliminating the "sole or single source" restriction. (Single Source)

- [ ] When tests and/or demonstrations of equipment, supplies, part, etc. under actual operating conditions reveal superior quality, performance, design or other characteristics in a brand product(s), which is available from only one source. Testing must be performed as often as practical. (Single Source)
- [ ] Purchases for a brand product are to be made from one selected supplier, even though there are other suppliers that provide similar products. Options, such as pricing, availability, servicing, have been vetted and a supplier has been chosen that best meets the City's needs. (Single Source)
- [ ] Maintenance, repair services or warranty which require specialized test equipment, procedures, and technical expertise available only from the original equipment manufacturer or authorized/licensed dealer/field service representative. (Single Source)
- [x] The part(s)/equipment are required to permit standardization and operating efficiencies within the organization and the parts and equipment are only available thorough a sole or single source. If competition is available, the parts and equipment must be competed. For brand-specific items, quotes should still be obtained. (Standardization)
- [x] Other: None or some of the above apply. Provide detailed justification below.

Explanation *

The City entered into a contract with NetDocuments for NetDocuments Document Management Services in 2020. The City Attorney's Office continues to utilizes these services. The additional features being made accessible for use within this software are from NetDocuments and are being incorporated into the agreement that was negotiated with favorable terms for the City. Although the Manufacture does have distributors, the City approved the Software as a Service agreement directly with the Manufacturer for these services back in 2020, which has continued to be utilized by the City Attorney's Office ever since.

Original Purchase (?) *

07/28/2020

Standardization cannot be on the first purchase.

Supporting backup *

Click the Preview icon or right click link and select open in new tab or window to avoid downloading.

2026 NETDOCUMENTS SOFTWARE INC CA BLNKT S 9376.92.pdf	57.53MB
NetDocs commission approval.pdf	42.02KB
Legislative Text 7-28-20.pdf	101.88KB
Amendment #1.pdf	975.07KB
NetDocuments Software as a Service Agreement - 2020 (1) (1).pdf	56.21MB

DemandStar

For Purchasing Division

Date Posted

Sole/Single Source Number	Verified By	Effective Date	Expiration Date
SS26-27	Bernice Moen	10/15/2025	10/14/2026

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	AI300 - ndMAX Enterprise subscription	$$	8,100.48	$1.00	$8,100.48

Shipping (?) * $0.00

Total Charges $8,100.48

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1	CA	001-0200-514.54-00		$8,100.48

Total Payments

$8,100.48

Comments to Budget (?)

Vendor Details

Vendor Information (?)

Except for Emergency purchases, vendor MUST already be setup as a vendor in NaviLine.

Vendor Name *
NETDOCUMENTS SOFTWARE INC

Vendor Number *
7462

Vendor Name CST

Contact

Vendor Email
dave.snow@netdocuments.com

Remittance Address
NDUS COLLECTIONS, PO BOX 736597, CHICAGO, IL 60673-6597

Phone
801-722-6635

Vendor Documentation Current (?) *
(●) Yes ( ) No

Risk Documentation Current (?) *
(●) Yes ( ) No ( ) Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *
$17,477.40

City Inclusive (?) *
$17,477.40

Action History (UTC-05:00)

Submit

by Rachel Cigich 10-08-2025 12:32:49 PM (Start Form)

Approve

by Michael Golen 10-08-2025 01:16:02 PM (Director Approval)

- The task was assigned to Michael Golen, Katlyn Coughlin, Michael Fuino 10/8/2025 12:32:53 PM
- Michael Golen assigned the task to Michael Golen 10/8/2025 1:15:56 PM

Approve

by Lisa Herrmann 10-08-2025 02:15:13 PM (Budget Approval)

- The task was assigned to Nicole Brown, Lisa Herrmann 10/8/2025 1:16:03 PM
- Lisa Herrmann assigned the task to Lisa Herrmann 10/8/2025 2:14:13 PM

Reviewed

by Michael White 10-08-2025 04:00:50 PM (Purchasing Specialist - 4S)

CHANGED COMMISSION MEETING OPTION TO NO, AS THIS REQUEST IS BASED ON A PREVIOUS COMMISSION APPROVAL
EVER-BLKT-TERM
STANDARDIZATION SS26-27
APPROVED BY COMMISSION 7/28/2020 AGENDA ITEM #20-2369

- The task was assigned to Bernice Moen, Michael White 10/8/2025 2:15:15 PM
- Michael White assigned the task to Michael White 10/8/2025 3:42:43 PM

Approve

by Michael White 10-15-2025 05:17:46 PM (Verify DemandStar)

- The task was assigned to Bernice Moen, Michael White 10/15/2025 4:00:54 PM
- Michael White assigned the task to Michael White 10/15/2025 5:17:15 PM

Approve

by Alla Skipper 10-16-2025 11:41:12 AM (Purchasing Approval)

- The task was assigned to Alla Skipper, Keith Raney 10/15/2025 5:17:48 PM
- Alla Skipper assigned the task to Alla Skipper 10/16/2025 11:41:02 AM

Approve

by Irina Kukharenko 10-16-2025 12:36:33 PM (Finance Director)

- The task was assigned to Irina Kukharenko, Julie Bellia 10/16/2025 11:41:14 AM
- Irina Kukharenko assigned the task to Irina Kukharenko 10/16/2025 12:36:19 PM

Reviewed

by Amy Dixon 10-16-2025 01:15:17 PM (CM Executive Assistant)

- The task was assigned to Lori Hollingshead, Kaitlyn Griffin, Amy Dixon 10/16/2025 12:36:34 PM
- Amy Dixon assigned the task to Amy Dixon 10/16/2025 1:09:43 PM

Commission Denied

by Heather Faust 10-16-2025 01:25:00 PM (Commission Verification)

I cannot confirm commission approved when the above clearly states that they did not. I am not sure why I would still get this if I am not confirming commission approval.

- The task was assigned to Heather Faust 10/16/2025 1:15:48 PM

Resubmit

by Rachel Cigich 10-16-2025 02:07:18 PM (Requester resubmit)

- The task was assigned to Rachel Cigich. The due date is: October 30, 2025 12:00 AM 10/16/2025 1:25:04 PM

Approve

by Michael Fuino 10-16-2025 03:50:08 PM (Director Approval)

- The task was assigned to Michael Golen, Katlyn Coughlin, Michael Fuino 10/16/2025 2:07:20 PM
- Michael Fuino assigned the task to Michael Fuino 10/16/2025 3:49:59 PM

Approve

by Lisa Herrmann 10-16-2025 03:56:54 PM (Budget Approval)

- The task was assigned to Nicole Brown, Lisa Herrmann 10/16/2025 3:50:09 PM
- Lisa Herrmann assigned the task to Lisa Herrmann 10/16/2025 3:56:48 PM

Reviewed

by Michael White 10-16-2025 04:11:33 PM (Purchasing Specialist - 4S)

CHANGED HIGHEST APPROVER TO PURCHASING APPROVER, AS THIS HAS ALREADY BEEN APPROVED BY COMMISSION PREVIOUSLY.

CHANGED COMMISSION MEETING OPTION TO NO, AS THIS REQUEST IS BASED ON A PREVIOUS COMMISSION APPROVAL

EVER-BLKT-TERM
STANDARDIZATION SS26-27

APPROVED BY COMMISSION 7/28/2020 AGENDA ITEM #20-2369

- The task was assigned to Bernice Moen, Michael White 10/16/2025 3:56:55 PM
- Michael White assigned the task to Michael White 10/16/2025 4:07:50 PM

Approve

by Michael White 10-16-2025 04:31:45 PM (Verify DemandStar)

- The task was assigned to Bernice Moen, Michael White 10/16/2025 4:31:03 PM
- Michael White assigned the task to Michael White 10/16/2025 4:31:19 PM

Approve

by Alla Skipper 10-16-2025 04:52:06 PM (Purchasing Approval)

- The task was assigned to Alla Skipper, Keith Raney 10/16/2025 4:31:46 PM
- Alla Skipper assigned the task to Alla Skipper 10/16/2025 4:51:52 PM

Procurement Request

City of North Port

Request

Request Type *
Sole/Single Source/Standardization

Capital? (?)
(●) No ( ) Yes

PRR-EX (?)
[ ] Yes

FY *
2026

Type code *
S

Preparer
Rachel Cigich

Department *
CITY ATTORNEY'S OFFICE

Division(s)

Purchase

Payment Method *
(●) Visa Purchase ( ) Purchase Order

Purchase Type *
( ) Single Purchase (current FY)
(●) Blanket Purchase (current FY)

Purchase SubType *
(●) None ( ) Change Order
( ) Amendment

Description *
Cloud based document management software NetDocuments. This is an independent document management software for creating, editing, viewing, storing, accessing and sharing documents under secure data protection.

Section 2-407 of the City of North Port Procurement Code provides guidelines for determining if good(s) or service(s) is/are a sole/single source. ***All Sole/Single source requests will be posted on DemandStar & the City's Purchasing site for seven (7) business days.***

Exemption Explanation (?) *
Agreement between the City of North Port and NetDocuments. The original purchase and agreement were commission approved and executed on or around July/August, 2020. The City is entered into a "Software as a Service Agreement" that auto-renews annually. NetDocuments may increase subscription fees for the services by up to 7% once per renewal term. Additional users can be added for the then-current price for our existing users. Commission approved our purchase with NetDocuments, we are not able to purchase through their resellers.

Steps taken to verify these goods and/or services are not available elsewhere (?) *
Commission approved our purchase with NetDocuments, we are not able to purchase through their resellers.

Other vendors that were contacted (?) *
Although this product is available through resellers, we are not authorized to purchase through them because we have the commission approval and contract with NetDocuments.

Grant? *
( ) Yes (●) No

Technology Related? (?) *
( ) Yes (●) Renewal ( ) No

Technology type *
Subscription

Exemption

Reason *
Attach documentation from the manufacturer certifying the vendor selected is the only distributor/dealer/contractor for the products or services in question and/or holds the production, unique capability, copyrights, trademark, and/or patent to the item, and check the following applicable statement(s):

[ ] Patent, copyright or unique design restrictions. (Sole Source)

[ ] Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.), which can only be determined through extensive laboratory analysis and examination. (Sole Source)

[ ] Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function. (Sole Source)

[ ] Direct replacement parts, equipment or supplies that must be compatible with original equipment already installed but available only from the original equipment manufacturer. Most manufacturers have more than one dealer or distributor for their products. When this is the case, competition between dealers and/or distributors may be possible, eliminating the "sole or single source" restriction. (Single Source)

- [ ] When tests and/or demonstrations of equipment, supplies, part, etc. under actual operating conditions reveal superior quality, performance, design or other characteristics in a brand product(s), which is available from only one source. Testing must be performed as often as practical. (Single Source)
- [ ] Purchases for a brand product are to be made from one selected supplier, even though there are other suppliers that provide similar products. Options, such as pricing, availability, servicing, have been vetted and a supplier has been chosen that best meets the City's needs. (Single Source)
- [ ] Maintenance, repair services or warranty which require specialized test equipment, procedures, and technical expertise available only from the original equipment manufacturer or authorized/licensed dealer/field service representative. (Single Source)
- [x] The part(s)/equipment are required to permit standardization and operating efficiencies within the organization and the parts and equipment are only available thorough a sole or single source. If competition is available, the parts and equipment must be competed. For brand-specific items, quotes should still be obtained. (Standardization)
- [ ] Other: None or some of the above apply. Provide detailed justification below.

Explanation *

This is a continuation of software that has been utilized since 2020. It works in conjunction with the management software for our legal matters. The original purchase was procured with 3 quotes. The purchase and the agreement were commissioned approved in 2020. The Agreement is auto-renewing and allows for up to 7% increase annually and allows for additional users to be added at the then-current rate.

Original Purchase (?) *

08/05/2020

Standardization cannot be on the first purchase.

Supporting backup *

Click the Preview icon or right click link and select open in new tab or window to avoid downloading.

Amendment #1.pdf	975.07KB
NetDocuments Software as a Service Agreement - 2020.pdf	56.21MB

DemandStar

For Purchasing Division

Date Posted

10/08/2025

Sole/Single Source Number	Verified By	Effective Date	Expiration Date
SS26-27	Michael White	10/15/2025	10/14/2026

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	NetDocuments DM for 8 users	$$	4,631.52	$1.00	$4,631.52
2	ndMail (add-on) for 8 users	$$	2,315.28	$1.00	$2,315.28
3	OCR Services-inactive for 8 users	$$	809.92	$1.00	$809.92
4	CollabSpaces for 8 users	$$	578.32	$1.00	$578.32
5	NetDocuments for 1 user (if hired) - expected new hire in 2026.	$$	1,041.88	$1.00	$1,041.88

Shipping (?) * $0.00

Total Charges $9,376.92

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1	CA	001-0200-514.54-00		$9,376.92

Total Payments

$9,376.92

Comments to Budget (?)

you will see that the renewal form is for qty 8 but my request totals qty 9. 8 is the number of users we have now that they will invoice us for. The additional qty 1 being requested is to cover the cost of an additional user since we have a new position approved for 2026 that will need that service when/if hired.

Vendor Details

Vendor Information (?)

Except for Emergency purchases, vendor MUST already be setup as a vendor in NaviLine.

Vendor Name *
NETDOCUMENTS SOFTWARE INC

Vendor Number *
7462

Vendor Name CST

Contact

Vendor Email
dave.snow@netdocuments.com

Remittance Address
NDUS COLLECTIONS, PO BOX 736597, CHICAGO, IL 60673-6597

Phone
801-722-6635

Vendor Documentation Current (?) *
(●) Yes ( ) No

Risk Documentation Current (?) *
(●) Yes ( ) No ( ) Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *
$9,376.92

City Inclusive (?) *
$9,376.92

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First Amendment to the NetDocuments Software as a Service Agreement

This First Amendment to the NetDocuments Software as a Service Agreement ("First Amendment"), is made and entered into by and between **NetDocuments Software, Inc.** ("NetDocuments") and the **City of North Port, Florida** ("Customer"), each individually a "Party" and collectively the "Parties."

RECITALS

WHEREAS, on or around August 5, 2020, the Parties entered into the NetDocuments Software as a Service Agreement (the "Original Agreement"); and

WHEREAS, the Parties entered into an Order Form with an effective date July 28, 2020 ("Order"); and

WHEREAS, the Parties mutually desire to amend the Original Agreement to change the date of the renewal term to October 1, 2022.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged as in full force and effect:

1. **EFFECT OF AMENDMENT/EFFECTIVE DATE**

   A. The Parties ratify the terms and conditions of the Original Agreement not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.

   B. All references to this "Agreement" in the Original Agreement and this First Amendment mean and include both the Original Agreement and this First Amendment.

   C. This First Amendment is effective as of the date the last party signs it as identified below (the "Effective Date") and shall continue as otherwise provided in the Original Agreement.

2. **ORIGINAL AGREEMENT RENEWAL TERM**

   The renewal term of the Original Agreement is amended in its entirety as follows:

   Notwithstanding anything in the Agreement or the Order to the contrary, Customer's Renewal Term begins on October 1, 2022, and continues in effect for a period of one (1) year. The Agreement and any applicable Orders or Order Forms will be automatically renewed for additional one (1) year periods upon the completion of each applicable Renewal Term, unless either Party provides 30 days' prior written notice of its intention not to renew.

[Signature Page Follows]

netdocuments®

IN WITNESS WHEREOF, the Parties have executed this First Amendment as follows.

NetDocuments

DocuSigned by:
By: Lucy Wasmund
268AEBA80E2B421...
Name: Lucy Wasmund
Title: Senior Corporate Counsel
Date: 04 May 2022 | 15:18 MDT

Customer
City of North Port, Florida

A. Jerome Fletcher II, ICMA-CM, MPA
City Manager

Attest

Heather Taylor, MMC
City Clerk

Approved as to Form and Correctness

Amber L. Slayton
City Attorney

netdocuments

RENEWAL ORDER FORM

Date: 10/08/2025
Quote Expiration Date: 08/31/2025

Customer Information

City of North Port, FL
Rachel Cigich
rcigich@northportfl.gov
941-429-7260
4790 City Hall Blvd, North Port, Florida, 34286

Renewal Period: September 01, 2025 - September 30, 2026
Net Terms: Net 30
Payment Frequency: Billed Annually
Renewal Specialist: Stephanie Dantinne

Services	Quantity	Total Storage GB	Annual Total	
NetDocuments DM	8	160	USD	4,631.52
ndMail (add-on) ndMail (add-on to existing service)	8	80	USD	2,315.28
OCR Services-inactive Rich OCR services converting images to searchable PDF with configurable settings and compression	8	0	USD	809.92
CollabSpaces CollabSpaces (unlimited external users)	8	0	USD	578.32
		Total:	USD	8,335.04

IMPORTANT

1. Please note that this renewal order form shall not be considered as an official invoice. This order form is provided to you for informational purposes to allow for review of the products and services under your existing subscription.
2. Customer may increase and/or reduce licenses at renewal, by providing NetDocuments written notification. Reduction of licenses and/or products cannot be made after the renewal date. Please be aware that if you reduce licenses NetDocuments shall adjust the pricing accordingly.
3. In the event that Customer declines to renew its annual subscription, then Customer shall provide NetDocuments with 30 days written notice prior to the expiration of the then-current term.
4. NetDocuments will provide an official invoice that will reflect this order form.
5. Applicable taxes will be applied to the official invoice. If tax exempt, please provide a copy of your current tax-exempt certification.

6. Payment of the renewal invoice shall be considered acknowledgement of this renewal order form and any corrections, updates and modifications made to your subscription information.

DocuSign Envelope ID: 7E143151-6322-4BDA-A677-8898F101E050

netdocuments®

Customer: City of North Port, FL
Address: 4790 City Hall Blvd North Port, Florida 34286

Order Form

Products	Internal Users	Total Storage for Internal Users	Monthly Subscription Fee per Internal User	Annual Subscription Fee for all Internal Users
NetDocuments DM	5.00	100	USD 40.00	USD 2,400.00
ndMail (add-on)	5.00	50	USD 20.00	USD 1,200.00
OCR Services	5.00		USD 7.00	USD 420.00
Collabspaces (unlimited)	1.00		USD 40.00	USD 480.00
			TOTAL:	USD 4,500.00

Terms and Conditions

This Order Form ("Order") is binding between Customer and NetDocuments (each as defined on the signature page attached to this Order) as of the Order Effective Date (as defined on the signature page attached to this Order), and subject to the terms contained herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement, as defined in Section 1.1, below.

1. Miscellaneous.

1.1 Incorporation by Reference. This Order Form is incorporated by reference into and governed by the terms of the Software as a Service Agreement or other master agreement document, by whatever name and regardless of whether the terms are online or not, that controls Customer's access to and use of NetDocuments Services (the "Agreement").

1.2 Service Region. The Parties understand that Customer's designated Service Region shall be US.

1.3 Interpretation. For purposes of this Order, the words "including" and "include" mean inclusion without limitation and do not limit the generality of the statements they qualify, and the word "or" is not exclusive and shall have the meaning commonly ascribed to the term "and/or."

1.4 Currency. All pricing is quoted in and shall be paid in USD.

2. Services Term.

2.1 Initial Term. The initial term of Customer's subscription to the Services in this Order shall commence on the Billing Date and shall continue for a period of 1 Year from the Billing Date (the **"Initial Term"**). At the completion of the Initial Term, this Order will renew for consecutive annual terms (each, a **"Renewal Term"**) unless either party gives the other notice writing that it declines to renew at least 30 days prior to the end of the Initial Term or any Renewal Term.

3. Billing and Payment Terms.

3.1 Additional Users. Customer may subscribe for additional Internal Users of any NetDocuments Services listed herein for the then-current price for Customer's existing Internal Users of that respective Service.

3.2 Additional Services. Except as set forth below, the number of Internal Users of any Additional Service must always be equivalent to the number of NetDocuments DM Internal Users subscribed by Customer.

3.3 Billing Date. The Billing Date shall be August 1, 2020. NetDocuments will invoice Subscription Fees Annually in advance.

Confidential
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netdocuments®

4. Additional Services Terms.

ndOCR:

ndOCR is a web-based application that applies optical character recognition and file compression technology to Customer Data stored in the NetDocuments DM Service. ndOCR is provided with configuration options that specify the types of Customer Data to be processed using ndOCR and how the results of that processing will be stored within the Services. ndOCR permits Customer to configure processing by reference to specified 'cabinets' but not at any lower level. ndOCR might not process all Customer Data in all formats.

Customer consents to NetDocuments using DocsCorp LLC Ltd (the "OCR Partner") to operate ndOCR and agrees that from time to time and in its sole discretion, NetDocuments may appoint a different OCR partner. Customer acknowledges and agrees ndOCR resides and operates on servers operated by Microsoft Azure and that are not part of the ND Network. The terms for the Microsoft Azure services are subject to change from time to time and are available at https://azure.microsoft.com/en-us/support/legal/. The security measures for the Microsoft Azure platform are available at https://docs.microsoft.com/en-us/azure/security.

NetDocuments shall provide Tier 1 support for ndOCR and OCR Partner shall provide Tier 2 support.

5. **No Professional Services.** The Subscription Fees set forth above do not include any Professional Services. Professional Services (if any) will be subject to a separate Statement of Work between the parties.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Order Form and agreed to the terms of the Software as a Service Agreement (the "Agreement") as of the Order Effective Date.

City of North Port, FL

By: Jason Yarborough

Name: Jason Yarborough, ICMA-CM

Title: Acting City Manager

Date (the "Order Effective Date"): July 28, 2020

NetDocuments Software, Inc.

By: DocuSigned by: Liz Benegas DA98827D5E0A4F3...

Name: Liz Benegas

Title: General Counsel

Date: 05 August 2020 | 09:08 MDT

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netdocuments®

Software as a Service Agreement

This Software as a Service Agreement (the "**Agreement**") is between **NetDocuments** (as defined below) and City of North Port, Florida, with its principal place of business at 4970 City Hall Boulevard, North Port, Florida 34286 ("**Customer**"). This Agreement is effective as of the date the last party signs below (the "**Effective Date**").

If Customer's principal place of business stated above is: (a) in the North America, Central America, or South America, "NetDocuments" refers to NetDocuments Software, Inc., a Delaware corporation with offices at 2500 West Executive Parkway, Suite 300, Lehi, Utah 84043; (b) in the United Kingdom, European Economic Area, Africa, or the Middle East, "NetDocuments" refers to NetDocuments Limited registered in England and Wales with registered company number 7509508, with offices at 8th Floor South Reading Bridge House, George Street, Reading, England RG1 8LS; or (c) in Australia, New Zealand, or Asia, "NetDocuments" refers to NetDocuments Australia Pty Limited, with offices at Suite 503, Level 5, Grafton Bond Building, 201 Kent Street, Sydney 2000, NSW, Australia.

1. Definitions

1.1. "**Access Software**" means any software in object code form that is supplied by NetDocuments in conjunction with the Services and that installs and runs on Customer Systems, for example, ndOffice or mobile applications. NetDocuments' support policy for Access Software is posted on the NetDocuments support site.

1.2. "**Additional Services**" means any service offered by NetDocuments other than NetDocuments DM. "Services" excludes Professional Services.

1.3. "**Administrative Contacts**" means individuals designated by Customer to receive notices related to NetDocuments Services, including the operations and functionality thereof. Administrative Contacts will receive Digital Notice by email. Notice will also be posted on the NetDocuments support page.

1.4. "**Affiliates**" means any entity that directly or indirectly controls, is controlled by, or is under common control with, Customer or NetDocuments.

1.5. "**Billing Date**" means the date identified in the Order Form as the date NetDocuments will bill Customer for the Services.

1.6. "**Confidential Information**" of a party means any information, technical data or trade secrets, relating to: product plans, Intellectual Property, products, services, customers, employees, documents, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing, product pricing or financial information of the party, but excluding any information other than Personal Data that: (a) is obtained from a third-party free of any confidentiality obligation; (b) is in or enters the public domain without unauthorized disclosure in breach of this Agreement; (c) was in the Receiving Party's possession prior to receiving it from the Disclosing Party; or (d) is developed by the Receiving Party without reference to the Disclosing Party's Confidential Information. Customer's Confidential Information includes the terms of this Agreement, Customer Data (including to the extent Customer volunteers Customer Data to NetDocuments in decrypted form for any purpose), and Personal Data. NetDocuments' Confidential Information includes the terms of this Agreement, all Platform Data, and all non-public information regarding the Services.

1.7. "**Customer Data**" means data residing on the ND Network that is uploaded or otherwise transmitted by or on behalf of any Service User.

1.8. "**Customer Managed Storage Location**" means a server not hosted by NetDocuments, where Customer can store Customer Data outside the NetDocuments DM including, for example, ndFlexStore or ndMirror. Customer's use of Customer Managed Storage Locations is optional.

1.9. "**Customer Service Account**" means the functionality of the Services that allows Administrative Contacts to manage Customer's account. For example, Administrative Contacts can add Internal Users and External Users, create user groups, and set user and group permissions through the Customer Service Account.

1.10. "**Data Processing Addendum**" means the document attached hereto as Exhibit A.

1.11. "**Digital Notice**" means information provided by NetDocuments on the NetDocuments support webpage. Customers and Administrative Contacts may register on the support webpage to receive updates by email.

1.12. "**Documentation**" means the official documentation related to the Services made generally available by NetDocuments, including instructions and specifications that describe components, features, requirements, or other aspects of the Services.

1.13. "**EU Data Protection Legislation**" is defined in the Data Processing Addendum attached hereto as Exhibit A.

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1.14. "**External User**" means any person granted access to the all or part of a Service by an Internal User.

1.15. "**Help Desk Support**" means support provided in connection with the Services by NetDocuments to the Customer as described in Section 2.6 and Exhibit B.

1.16. "**Intellectual Property**" means existing and future rights and interests (registered or unregistered) applied for, granted, or otherwise existing anywhere in the world in and to patents, inventions, trademarks and service marks (including all goodwill therein), copyrights, copyrightable works, trade names, domain names, moral rights, trade secrets, know-how, proprietary information, designs, and all other intellectual, industrial, or proprietary rights, however arising and whether or not registered or issued.

1.17. "**Internal Users**" are employees or subcontractors of Customer or a Customer Affiliate given an account in Customer's repository by Customer's administrators. Internal Users also include accounts created for use by other applications and integrations (including Additional Services or third-party services that integrate with NetDocuments DM) for ongoing functionality or access to a Service, but not associated with a specific individual user. All employees or subcontractors of Customer or a Customer Affiliate who use the Services must be Internal Users and may not be External Users.

1.18. "**ND Network**" means servers and infrastructure under the control of NetDocuments and used to host and operate the Services up to the boundary where such servers and infrastructure connect to the Internet. The ND Network does not include any Customer Managed Storage Locations.

1.19. "**ND Software**" means Access Software and System Software.

1.20. "**NetDocuments DM**" means NetDocuments' cloud content management service.

1.21. "**Order Form**" means the form, regardless of name, title, format, or media, through and pursuant to which Customer subscribes to Services. Customer may have more than one Order Form.

1.22. "**Personal Data**" means information relating to an identified or identifiable natural person and any information defined as such in the Data Processing Addendum attached hereto as Exhibit A and incorporated herein by reference.

1.23. "**Platform Data**" means any data or statistics, excluding Customer Data, that are associated or generated in connection with use of the Services. NetDocuments may use Platform Data to analyse Customer performance and usage. NetDocuments may use anonymized, aggregated Platform Data for benchmarking or other internal purposes, including generating reports regarding Service usage and customer data trends generally.

1.24. "**Professional Services**" means any services provided by NetDocuments and described in a Statement of Work.

1.25. "**Services**" means the NetDocuments DM Service and Additional Services, to which NetDocuments may make commercially reasonable changes from time to time.

1.26. "**Services Region**" means the geographic location(s) specified in the relevant Order Form in which NetDocuments hosts the Services to which Customer subscribes.

1.27. "**Services Users**" means Internal Users and External Users.

1.28. "**Statement of Work**" means a document executed by Customer and NetDocuments that refers to this Agreement and describes Professional Services purchased by Customer and to be supplied by NetDocuments.

1.29. "**System Software**" means the software operating on the ND Network used by NetDocuments to provide the Services.

1.30. "**Subscription Fees**" means the recurring fees for the Services specified in the Order Form.

1.31. "**Term**" means, collectively, the Initial Term and any Renewal Term, as defined in the relevant Order Form.

1.32. "**Unauthorized Access**" means: (a) access to Customer Data while it is residing on the ND Network by anyone other than a person using the login credentials of a Service User; or (b) access to Customer Data by NetDocuments' personnel other than as permitted by this Agreement, or volunteered by Customer or a Service User.

2. NetDocuments Services.

2.1. Use of Access Software, Documentation, and Services. NetDocuments hereby grants to Customer during the Term a limited, non-exclusive, non-transferable (except as permitted by Section 12.6), non-sublicensable right for Service Users to (a) install and run the Access Software in order to use the Services; (b) store and print the Documentation for use with the Services; and (c) to use the Services, in each case solely in accordance with the terms and conditions herein and all applicable laws, rules, and regulations.

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2.2. Use by Customer Affiliates. Customer may procure Services for its Affiliates. Customer shall be fully responsible for the use of and access to the Services, Access Software, and Documentation (collectively, the "**NetDocuments Items**") by its Affiliates and its Affiliates' compliance with this Agreement. Customer agrees and shall ensure that any claim connected with this Agreement will be asserted only by Customer and not any of its Affiliates; provided, however, Customer may claim loss or damage incurred by its Affiliates as if such loss or damage were incurred by Customer.

2.3. Use of Services by External Users. All employees or subcontractors of Customer or a Customer Affiliate who use the Services are and must be treated as Internal Users, not External Users. Customer may grant External Users access to the Services up to the number specified in the relevant Order Form. Customer shall be fully responsible for External Users' use of the NetDocuments Items and their compliance with this Agreement.

2.4. Services Region. NetDocuments will store Customer Data in the Services Region specified in the Order Form and will not transfer Customer Data, except at Customer's or a Service User's direction, unless required by Law. For purposes of this Section, "transfer" shall not include (a) any transfer of Customer Data on or through the Services in accordance with the digital instructions of a Services User (for example, using the sharing facilities of NetDocuments DM); or (b) use of the Services by Service Users outside of the Services Region if the Customer configures NetDocuments DM to permit or not restrict such use.

2.5. Security Specifications and Data Processing. NetDocuments shall implement and maintain appropriate industry standard administrative, physical, and technical safeguards to protect the confidentiality and integrity of Customer Data from Unauthorized Access using measures equal to or better than those of the ND Network Security document attached hereto as Exhibit C and the Data Processing Addendum attached hereto as Exhibit A (if and to the extent applicable).

2.6. NetDocuments Services and Support Levels. NetDocuments shall provide Help Desk Support in accordance with the NetDocuments' Service Levels and Support attached hereto as Exhibit B and the NetDocuments support policies posted on the NetDocuments support website.

2.7. Retirement of Services or Features. NetDocuments will provide Customer with at least 6 months' Digital Notice of material changes to or retirement of Services or features.

3. Restrictions on Customer's Use.

3.1. Use Limited to Service Users. The NetDocuments Items may only be accessed by Service Users. Customer and Service Users must not share login credentials with any other person.

3.2. Business Purposes. Customer shall use the NetDocuments Items only for its internal business purposes. Customer shall not transfer, copy, modify, sublicense, distribute, translate, disassemble, reverse engineer, decompile, frame, mirror, or resell the NetDocuments Items internally or to any third party or use the NetDocuments Items for any purpose competitive to NetDocuments, or to interfere with or disrupt the integrity of the NetDocuments Items.

3.3. Click-Through Terms of Service. If any Internal User is required to review and agree to NetDocuments Terms of Service before accessing the Services, such NetDocuments Terms of Service are of no effect with respect to such Internal Users and are superseded by the terms of this Agreement. External Users are required to accept NetDocuments Terms of Service before accessing the Services. The prevailing NetDocuments Terms of Service are located at https://www.netdocuments.com/terms-of-use/.

3.4. Compliance with Laws and Third-Party Rights. Customer shall not use any NetDocuments Items in any way that breaches the rights of any third party or violates any applicable law, rule, or regulation, including export control and data privacy laws. NetDocuments is not responsible for compliance with any law, rule, or regulation applicable to Customer, Customer Data, or Customer's industry that are not generally applicable to information technology service providers. Without limiting the foregoing, Customer shall not use the Services to store or transmit unlawful content, except as such may be required in its role as a professional service provider, in which case Customer will ensure that any use of the Services to store or process such content is appropriate under the circumstances, lawful, restricted to only necessary Service Users, and removed at the earliest opportunity.

4. Customer Responsibilities.

4.1. Customer System Requirements. Customer shall provide, configure and maintain: (a) all hardware and client-side software necessary to use the Services and deploy the selected Access Software; (b) Internet access; (c) software not provided by NetDocuments that is required to access the Services in addition to the Access Software (for example, a compatible Internet browser); and, if applicable, (d) Customer Managed Storage Locations (collectively "**Customer Systems**"). Customer is responsible for ensuring Customer Systems provide sufficient capacity, performance and connectivity and meet the service levels

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recommended by NetDocuments. Customer will maintain appropriate security and protection of the devices accessing the NetDocuments Service.

4.2. Help Desk Support. NetDocuments will provide Help Desk Support as provided in Exhibit B. Help Desk Support may be provided by NetDocuments' personnel or subcontractors in regions other than Customer's Service Region. Customer is responsible for any and all Customer Data shared as a result of its initiation of Help Desk Support and will ensure that Customer Data is shared in conformity with any Customer or client policies or laws, rules, or regulations that may apply to Customer Data. NetDocuments will not be liable for any Customer Data shared by Customer or its Service Users in violation of any policy or law, rule, or regulation applicable to Customer Data.

4.3. Third-Party Applications. NetDocuments enables select third parties to provide a service or software (**"Third-Party Applications"**) that integrates with one or more NetDocuments Services. NETDOCUMENTS MAKES NO WARRANTIES REGARDING ANY THIRD PARTY APPLICATION, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT ANY THIRD-PARTY APPLICATION WILL (A) REMAIN AVAILABLE THROUGHOUT THE TERM; (B) BE ERROR FREE OR RUN UNINTERRUPTED; (C) OFFER ANY PARTICULAR FEATURES OR PERFORMANCE OR (D) MEET CUSTOMER'S NEEDS. ALL THIRD-PARTY APPLICATIONS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY APPLICATION IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY APPLICATION. A limited selection of Third-Party Applications may be offered by NetDocuments as Additional Services, as evidenced by their inclusion on an Order Form or their selection using the Customer Service Account subject to additional Subscription Fees. Other Third-Party Applications require a separate contract (for which NetDocuments will have no responsibility) between Customer and the third-party supplier.

4.4. NetDocuments' Application Programming Interface. The Services do not include access to NetDocuments' application programming interface (**"API"**). Customer acknowledges and agrees if NetDocuments grants Customer access to NetDocuments' API, Customer will be solely responsible for use of the API in accordance with the terms of this Agreement and Customer may not share its API access with any third party. Any access to NetDocuments' API may be subject to additional terms and conditions, at NetDocuments' discretion.

5. Intellectual Property and Related Rights.

5.1. NetDocuments Intellectual Property. NetDocuments or its licensors own all right, title, and interest in and to Intellectual Property in the NetDocuments Items, Platform Data, and other proprietary rights and interests comprising and used to support and operate the Services. Customer has no rights in or to such Intellectual Property except as expressly set forth in this Agreement. NetDocuments expressly reserves all other rights.

5.2. Customer Data.

5.2.1. NetDocuments disclaims ownership of Intellectual Property rights in Customer Data. Customer hereby grants NetDocuments a limited, free of charge, non-exclusive, non-transferable (except in accordance with Section 12.6), non-sublicensable (except as necessary to provide Third-Party Applications in accordance with Section 4.3) license to store, copy, and process Customer Data in order to provide the Services.

5.2.2. NetDocuments shall not use, disclose or access Customer Data other than (a) to provide the Services and perform the obligations contemplated in this Agreement (including Professional Services, if applicable); (b) as required to facilitate Third-Party Applications in accordance with Section 4.3; (c) as requested or volunteered by Customer or a Service User in connection with Help Desk Support; or (d) as required to comply with a legal demand in accordance with Section 6.2.

5.2.3. The license and obligations pursuant to this Section 5.2.2 will survive the termination or expiration of this Agreement until Customer Data is no longer on the ND Network.

6. Confidential Information.

6.1. Protection. During the Term each party (**"Receiving Party"**) may receive Confidential Information from the other party (**"Disclosing Party"**). During the Term and indefinitely thereafter, as long as the Confidential Information is held, the Receiving Party shall protect any Confidential Information received from the Disclosing Party by exercising the same degree of care it uses to protect its own information of like importance from unauthorized use or disclosure, but in no event less than a reasonable degree of care.

6.2. Permitted Use and Disclosure. Receiving Party may only use Disclosing Party's Confidential Information for purposes in connection with this Agreement or as expressly authorized by this Agreement. Receiving Party shall not disclose Disclosing Party's Confidential Information to any third party, without the prior written consent of the Disclosing Party, except in the following circumstances: (a) to its employees or authorized agents or independent contractors to the extent necessary for them to perform

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the Receiving Party's obligations in this Agreement; (b) in confidence, to legal counsel, accountants, banks, and financing sources and their advisors or in connection with an actual or proposed merger, acquisition, or similar transaction; (c) in connection with the enforcement of this Agreement; or (d) in order to comply with Law or a court order (it being understood that such disclosure may include Customer Data, in the case of NetDocuments) provided that to the extent legally permissible the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party seeks to contest such disclosure.

6.3. Protection of Personal Data. To the extent that Customer is subject to EU Data Protection Legislation, each party shall comply with the obligations in the Data Processing Addendum attached as Exhibit A to this Agreement. NetDocuments shall only process Personal Data of Customer as permitted by applicable law and to the extent necessary for the following purposes: (a) providing the NetDocuments Services; (b) developing and maintaining NetDocuments' relationship with Customer's vendor management contacts; (c) billing and invoicing; (d) compliance with quality control and risk management procedures; (e) security-related processing (for example, automated scanning of incoming and outgoing emails for viruses); (f) complying with legal and regulatory obligations; and (g) establishing, exercising and defending legal claims.

7. Term and Termination.

7.1. Term. The Term of this Agreement will commence on the Effective Date and will continue until the expiration or termination of all Order Forms, Statements of Work, and Transition Periods governed by this Agreement, unless earlier terminated in accordance with the terms herein. Notwithstanding anything to the contrary, unless the parties mutually execute a new agreement, if any Order Form or Statement of Work is executed by the parties, or if NetDocuments, at Customer's election, continues to provide Services or Professional Services to Customer after the expiration or termination of this Agreement, then this Agreement shall govern all such Services or Professional Services and shall remain in effect until all Order Forms, Statements of Work, and Transition Periods have been completed.

7.2. Termination for Breach. A party may terminate this Agreement, any Order Form, or any Statement of Work by giving notice (specifying the grounds for such notice in reasonable detail) to the other party, if the other party: (a) materially breaches any obligations under this Agreement or any Order Form; (b) files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it; or (c) is declared insolvent, makes an assignment for the benefit of creditors, appoints or has appointed a receiver, conservator, or trustee to operate its business, or liquidates all or substantially all of its business assets, or the equivalent of any of the foregoing. Termination for breach of a material obligation under this Section 7.2(a) will take effect: (y) immediately, if the breach cannot be cured; or (z) on the 31st day following receipt of notice from the non-breaching party, unless the breaching party corrects the stated breaches within the first 30 days following receipt of notice. Without limiting the foregoing, NetDocuments may suspend or limit Customer's access to the Services, in whole or in part, in the event of Customer's breach of this Agreement, including payment obligations hereunder until such time as Customer remedies the breach. Except as necessary to mitigate serious security risks, NetDocuments shall give Customer not less than 14 days' notice (in addition to any other notice required by this Section 7.2) specifically referring to the threat of suspension and shall provide Customer the opportunity to remedy the breach in that period before exercising its right to suspend or limit Services.

7.3. Non-Appropriations Provision. The parties acknowledge and agree that the obligations of Customer to fulfill financial obligations of any kind pursuant to this Agreement or any subsequent agreement entered into pursuant to this Agreement or references herein to which Customer is a party are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. In the event the City Commission does not appropriate funds for this Agreement in any fiscal year, Customer may terminate this Agreement upon notice to NetDocuments, along with evidence on such non-appropriation. Notwithstanding the foregoing, no officer, employee, director, member, or other natural person or agent of Customer will have any personal liability in connection with the breach of the provisions of this Section or in the event of default by Customer under this Section. This Agreement does not constitute an indebtedness of Customer or an obligation for which Customer is obligated to levy or pledge any form of taxation or for which Customer has levied or pledged any form of taxation.

7.4. Transition Period. If NetDocuments or Customer provides notice of termination of this Agreement, Customer may elect to continue using the NetDocuments Items for a period of up to 6 months from the notified end date (the "**Transition Period**") provided Customer: (a) is not in breach of its obligations under this Agreement on the date of the notice of termination nor thereafter during the Transition Period; (b) is current on its Subscription Fee payments under this Agreement, and (c) prepays the Subscription Fee for the Transition Period within 10 days of its election to establish a Transition Period. The continuation of the Services during the Transition Period shall not constitute a waiver by any non-defaulting party of its claims against a defaulting party hereunder. If Customer elects the continuation of the Services pursuant to this Section, the parties agree that their respective rights and obligations under this Agreement shall continue in force until the conclusion of the Transition Period.

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7.5. Removal of Customer Data. Customer shall ensure that all Customer Data is removed from the ND Network before the end of the Term or any applicable Transition Period. To the extent any Customer Data remains on the ND Network 30 days after the termination or expiration of this Agreement, NetDocuments may: (a) delete and permanently destroy all Customer Data stored on the ND Network; or (b) at Customer's request, charge Customer for the continued storage of Customer Data at a rate equal to the Subscription Fees previously applicable to the relevant Order Form(s). To the extent Customer requests NetDocuments' assistance in converting, copying, deleting, or otherwise transferring Customer Data in connection with the termination or expiration of this Agreement or any Order Form, NetDocuments may treat the request as a request for Professional Services subject to additional fees.

7.6. Cessation of Services. Upon termination or expiration of this Agreement and the end of any applicable Transition Period, NetDocuments will discontinue Customer's access to the Services, and Customer will immediately delete all copies of the Access Software from Customer Systems.

7.7. Australian Protection. This Section 7.6. applies only if Customer is domiciled in Australia. Despite any other provision to the contrary in this Agreement, to the extent that section 415D, 434J or 451E of the Australian Corporations Act (each, an "**ACA Section**") applies to any right in this Agreement ("**Right**"), the Right must not be enforced to that extent only during the period prescribed by the ACA Section, any extended period ordered by a court and at any other time required by the ACA Section (except, for the avoidance of doubt, to the extent that the ACA Section does not apply to the Right, contract, agreement or arrangement in this Agreement including (without limitation) as a result of any court order, any regulation or declaration that relates to the ACA Section or any other provision in Chapter 5 of the Corporations Act). This provision does not affect any other enforcement of the Right or the enforcement of any other right.

8. Fees and Payment.

8.1. Invoices. NetDocuments shall invoice Customer according to the terms of the relevant Order Form or Statement of Work. Customer shall pay all invoices in accordance with the Local Government Prompt Payment Act, Florida Statutes Section 218.70, *et seq.*, which provides payments shall be due forty-five (45) days after receipt of invoice. Failure to pay undisputed amounts within 60 days of the invoice date will constitute a material breach of the Agreement.

8.2. Subscription Fees. NetDocuments may increase Subscription Fees for the Services by up to 7% once per Renewal Term.

8.3. Disputed Amounts. If Customer disputes any invoice, Customer shall notify NetDocuments of the disputed portion within 30 days of the invoice date and pay the undisputed portion as provided in Section 8.1. The parties will cooperate in good faith to resolve the dispute promptly.

8.4. Costs of Collection. In the event Customer fails to pay NetDocuments any amounts due under this Agreement, Customer will pay all costs of collection, including reasonable attorney fees and legal expenses incurred by NetDocuments.

8.5. Sales, Use, and Other Taxes. Customer is a tax-exempt entity. In the event Customer loses its tax-exempt status, Customer shall pay taxes (including sales or use taxes, value added taxes, and stamp taxes), fees, tariffs, duties, or other similar levies required by Law, except taxes based on NetDocuments' income and employment-related taxes. Except as expressly and specifically set out in an Order Form (and subject to instructions in the Order Form relating to the administration, procedures, and requirement for documentary evidence as NetDocuments may require to lawfully minimize the withholding and obtain acknowledgement from any taxing authority for the withholding) Customer shall (a) pay invoices without withholding for any taxes or other levies imposed by any taxing authority or (b) pay amounts in addition to the amounts invoiced so that the net amount received by NetDocuments, after any tax or levy charged or withheld, equals the amount invoiced.

9. Representations and Warranties.

9.1. Right to Enter into Agreement. Each party represents that: (a) it is validly formed and in good standing in the jurisdiction in which it is formed; (b) it has the legal right and all requisite power and authority to enter into this Agreement and to execute, deliver, and perform its obligations under this Agreement; and (c) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary organizational action of such party, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms and conditions and will not violate or constitute a breach of any agreement binding upon such party.

9.2. Additional NetDocuments Warranties. NetDocuments represents that it has the legal right to provide the Services. NetDocuments shall perform the Services and the Professional Services using the care and skill to be expected of a professional and competent service provider in accordance with good industry practice.

9.3. Additional Customer Warranties. Customer represents, warrants, and covenants that it has, and during the Term and any Transition Period will at all times have, the legal right to possess, store, and transmit the Customer Data using the Services.

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9.4. No Other or Implied Warranties. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. NETDOCUMENTS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, NETDOCUMENTS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR RESULTS OF THE USE THEREOF WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES. CUSTOMER ACKNOWLEDGES THE SERVICES MIGHT BE SUBJECT TO OCCASIONAL DELAYS, INTERRUPTIONS, AND OTHER ISSUES INHERENT TO INTERNET SERVICES, AND THAT THE SERVICES MAY CONTAIN DEFECTS AND/OR MAY NOT OPERATE UNINTERRUPTED OR ERROR FREE. EACH PARTY

ACKNOWLEDGES AND AGREES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS OR PROMISES NOT EXPRESSLY SET OUT HEREIN.

10. Limitation of Liability.

10.1. No Indirect Damages. LIABILITY ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. FOR INDEMNIFICATION CLAIMS, DAMAGES AWARDED OR DETERMINED BY EXPRESS AGREEMENT IN A MONETARY SETTLEMENT SHALL CONSTITUTE DIRECT DAMAGES.

10.2. Local Echoing and ndMirror. NETDOCUMENTS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGES, OR CLAIMS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT TO THE EXTENT THAT SUCH LOSS, DAMAGE, OR CLAIM COULD HAVE BEEN AVOIDED OR REDUCED BY THE USE OF LOCAL ECHOING OR NDMIRROR (EVEN IF CUSTOMER OPTED NOT TO USE LOCAL ECHOING OR SUBSCRIBE TO NDMIRROR).

10.3. Liability Cap. EXCEPT FOR OBLIGATIONS ARISING UNDER SECTION 11.1 (INDEMNIFICATION), EACH PARTY'S ENTIRE LIABILITY FOR ANY AND ALL CLAIMS RELATED TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, OR ANOTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL AMOUNT OF THE ANNUALIZED SUBSCRIPTION FEE PAID OR PAYABLE TO NETDOCUMENTS AT THE TIME OF THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. MULTIPLE CLAIMS SHALL NOT EXPAND ANY OF THE LIMITATIONS SET FORTH IN THIS SECTION 10.

10.4. Exceptions. Notwithstanding the foregoing, nothing in this Agreement excludes or limits a party's liability for (a) death or personal injury to the extent caused by a party's negligence; (b) that party's fraud or fraudulent statements; or (c) any liability for which the governing law of this Agreement prohibits the exclusion or limitation of liability. This Section 10 in no way limits Customer's liability for Subscription Fees owed pursuant to this Agreement.

11. Indemnification.

11.1. Indemnification by NetDocuments. NetDocuments shall indemnify and defend Customer and its directors, officers, and employees from and against losses, damages, judgments, and expenses, including attorney fees, arising out of a claim, suit, action, or proceeding brought by a third party to the extent arising from an allegation that the Services, when used in accordance with this Agreement, infringe the Intellectual Property rights of any third party. NetDocuments will not be obligated to indemnify Customer to the extent that any claim of infringement arises from: (a) the combination, operation, or use of any Services with equipment, devices, or software not supplied by NetDocuments, to the extent such claims could have been avoided if the Services had not been so combined, operated, or used; (b) Customer's breach of this Agreement or Law; and (c) alterations or modifications to the Services which are not performed by NetDocuments, to the extent such claims could have been avoided if the Services had not been so altered or modified.

11.2. Indemnification by Customer. Customer will indemnify and defend NetDocuments and its directors, officers, and employees from and against losses, damages, judgments, and expenses, including attorney fees, arising out of a claim, suit, action, or proceeding by a third party to the extent arising from an allegation that: (a) Customer Data violates Law or the rights of any third party, including Intellectual Property rights, or (b) that Customer does not have the legal right to possess Customer Data or transmit it to NetDocuments or the Services.

11.3. Indemnification Procedures. Upon an event giving rise to a claim under this Section 11, the party claiming the right to indemnification (the "**Indemnified Party**") shall:

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11.3.1. promptly notify the other party (the "**Indemnifying Party**") of any circumstances the Indemnified Party believes may result in a claim for indemnification (provided that the indemnifying party shall not be relieved of any indemnification obligations except to the extent it is materially prejudiced as a result of the Indemnified Party's failure to provide prompt notice); and

11.3.2. cooperate with and take all reasonable steps requested by the Indemnifying Party to allow the Indemnifying Party to control the defense and settlement of claims subject to indemnification with counsel selected in the Indemnifying Party's discretion. The Indemnified Party may participate in the defense with its own counsel and at its sole cost. The Indemnifying Party shall not settle a claim that imposes obligations on, or restricts the operations of, the Indemnified Party without the written consent of the Indemnified Party, which consent must not be unreasonably withheld, conditioned, or delayed.

11.4. This Section 11 survives termination or completion of the Agreement. Nothing in this Agreement shall be deemed to affect the rights privileges, and immunities of Customer as set forth in Florida Statutes, Section 768.28.

12. General.

12.1. Subcontractors. NetDocuments may subcontract any part of its obligations under this Agreement that is common to and subcontracted for other NetDocuments' customers (such subcontractors referred to as "**Common Subcontractors**"). NetDocuments may change or appoint new Common Subcontractors from time to time during the Term, and NetDocuments will give Customer Digital Notice of material changes or additions to Common Subcontractors.

12.2. Disaster Recovery and Business Continuity. NetDocuments will have in place at all times during the Term disaster recovery and business continuity plans to be implemented in the event of a disaster. NetDocuments will actively review and update the disaster recovery and business continuity plans on at least an annual basis. NetDocuments' target recovery point objective is 2 hours and its target recovery time objective is 6 hours.

12.3. Force Majeure. Except for Customer's payment obligations hereunder, neither party will be liable for failure or delay to perform under this Agreement if such failure or delay is caused by the occurrence of any contingency beyond its reasonable control (a "**Force Majeure Event**"), including, but not limited to, widespread Internet outage, industrial disturbance, denial of service attack, war, act of terrorism, insurrection, multi-day power outage, acts of God or acts of civil or military authority. A Force Majeure Event also includes a temporary suspension of the Services at any time NetDocuments reasonably believes such suspension is necessary in response to a perceived threat to the Services, ND Network, or Customer Data. A party experiencing a Force Majeure Event shall notify the other party promptly and shall resume performance as soon as practicable under the circumstances.

12.4. Relationship of the Parties. The parties are independent contractors, and neither will at any time be considered, or represent itself to be, an agent, employee, associate, or joint venture party of the other.

12.5. Notices. Any notice must be in writing and will be deemed given as follows: (a) if by personal delivery, on the date of receipt by the intended recipient; or (b) if by private courier or certified postage prepaid and return receipt requested (as applicable), on the date of first attempted delivery (whether successful or not) to the intended recipient's last known address. All notices must be sent to the address of the intended recipient listed in the preamble to this Agreement. Each party shall provide the other party with timely notice of any change in its address to which notices must be sent. Notwithstanding the foregoing, Administrative Contacts will receive Digital Notice by email and NetDocuments may also post notice on the NetDocuments support website.

12.6. Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which must not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement without prior consent to any successor entity in the event of such party's transfer of all or substantially all of its assets or stock, merger, spin-off, consolidation, reorganization or other business combination or change of control, so long as the assigning party provides notice thereof to the other party. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties, their successors, and their permitted assigns.

12.7. No Third-Party Beneficiaries. The provisions of the Agreement are only for reliance upon and the benefit of Customer and NetDocuments and its licensors and confer no rights or remedies on any other person or entity.

12.8. Waiver/Amendment. Neither this Agreement nor any of its provisions may be waived, amended, or otherwise modified, except by a written instrument signed by both parties. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, ant right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver

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thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The City Manager or designee may agree to amendments to this Agreement to this Agreement and Order Form(s).

12.9. Announcements of Agreement. NetDocuments shall be permitted to use Customer's name to identify the existence of Customer as a customer of NetDocuments in marketing content or in any media interview without Customer's written consent, provided that such reference to Customer is included with at least several other similar references and is given no more prominence than such other references, and subject to compliance with any written branding or trademark usage guidelines provided to NetDocuments. Permission for such use expires with the expiration or termination of this Agreement.

12.10. Counterparts. This Agreement may be executed in any number of counterparts which may be delivered as a .pdf attached to email or by digital or electronic signature, and each counterpart so executed and delivered will be deemed an original, all of which together will constitute one instrument.

12.11. Governing Law, Venue, and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws as set forth below, without giving effect to conflict of law or choice of law principles. Any and all actions, suits or judicial proceedings upon any claim arising from or relating to this Agreement shall be instituted and maintained in the city, state, territory, or province as applicable.

12.11.1. if Customer is domiciled in the North America, Central America, or South America, governing law is the law of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida;

12.11.2. if Customer is domiciled in the United Kingdom, European Economic Areas, Africa, or the Middle East, governing law is the law of England and Wales;

12.11.3. if Customer is domiciled in the Australia, New Zealand, or Asia, governing law is the law of Australia.

This Agreement expressly excludes the provisions of the Contracts (Rights of Third Parties) Act 1999 and any amendment thereto.

12.12. Dispute Resolution. In the event of a dispute arising out of or relating to this Agreement, any Order Form, or Statement of Work the parties agree that they will attempt to resolve the dispute informally.

12.13. Equitable Remedies. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 5 would cause NetDocuments irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, NetDocuments will be entitled to equitable relief, including a restraining order, and injunction, specific performance, and any other relief that may be available from any court, without any requirements to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

12.14. Severability. If any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement will not be affected and that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not).

12.15. Survival. Any provision of this Agreement that by its nature extend beyond the expiration or termination of this Agreement, including accrued rights to payment, use restrictions, indemnity obligations, confidentiality obligations, warranty disclaimers, and limitations of liability, will remain in effect until all obligations are satisfied in accordance with their terms.

12.16. Services by Third Parties. If Customer engaged a person or entity other than NetDocuments to provide professional or other services related to the Services or Customer Data including data conversion, training, installation, application integration, NetDocuments will have no liability for the acts or omissions of such person or entity.

12.17. Entire Agreement; Order of Precedence. This Agreement, including any Exhibits, constitutes the entire understanding and agreement of the parties relating its subject matter, and supersedes all prior agreements and understandings, whether written or oral. In the event of a conflict between this Agreement and any Exhibit, Order Form, or Statement of Work then the terms shall control in accordance with the following order of priority, unless otherwise stated: first, the terms in the Order Form; second, the terms in an Exhibit to this Agreement, to the extent conflicting with terms in the body of this Agreement; third, the terms in the body of this Agreement; and fourth, the terms in a Statement of Work.

12.18. Purchase Orders. Any purchase order or other document issued or delivered to NetDocuments in connection with Customer's subscription to the Services is only for Customer's administrative purposes. No terms and conditions of any purchase

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order or other ordering document will apply to, or be binding upon, NetDocuments. Preprinted, standard, or posted terms and conditions in any media (including terms where acquiescence, approval, or agreement requires a mouse click or an electronic signature) shall not be effective, incorporated into, nor construed to amend the terms of this Agreement.

12.19. Interpretation. For all purposes of this Agreement, except as otherwise expressly provided: (a) the terms defined herein include the plural as well as the singular and *vice versa*; (b) any section of this Agreement that specifies a restriction or states that a Customer shall not do something is to be interpreted as an obligation to prevent Customer's Affiliates, Service Users, and third parties under Customer's control from breaching the same; (c) any reference to an "Exhibit" or a "Section" refers to an Exhibit, or a Section, as the case may be, of this Agreement; (d) the Exhibits hereto form part of this Agreement; (e) all references to this Agreement and the words "herein", "hereof", "hereto" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Exhibit, Section, or other subdivision; (f) all Section and Exhibit headings are for convenience only and shall not affect the interpretation or construction of this Agreement; (g) the words "including," "included" and "includes" mean inclusion without limitation do not limit the generality of the statements they qualify; (h) the word "or" is not exclusive and shall have the meaning commonly ascribed to the term "and/or;" and (i) this Agreement has been jointly negotiated by the parties hereto and their respective legal counsel, and any legal or equitable principles that might require or permit the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

12.20. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

NetDocuments Software, Inc.

By: Liz Benegas
DA96827D5E0A4F3...

Name: Liz Benegas

Title: General Counsel

Date: 05 August 2020 | 09:08 MDT

City of North Port, Florida

By: Jason Yarborough

Name: ~~Peter D. Lear, CPA, CGMA~~ Jason Yarborough

Title: ~~City Manager~~ Acting City Manager

Date: July 28, 2020

ATTEST:

By: Heather Taylor

Name: Heather Taylor, CMC

Title: City Clerk

Date: July 28, 2020

APPROVED AS TO FORM:

By: Amber L. Slayton

Name: Amber L. Slayton

Title: City Attorney

Date: July 28, 2020

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Exhibit A—Data Processing Addendum

1. **Definitions.**

1.1. Except as expressly stated in this Section 1, words and phrases defined in that certain Software as a Service Agreement (the "**Agreement**") to which this Data Processing Addendum is attached have the same meaning in this Exhibit.

1.2. "**Compliant Jurisdiction**" means (i) the United Kingdom, or (ii) a country within the European Economic Area, or (iii) a country with the benefit of a favorable adequacy decision under Article 45 of Regulation (EU) 2016/679.

1.3. "**EU Data Protection Legislation**" means Regulation (EU) 2016/679 (commonly known as the General Data Protection Regulation) as amended from time to time.

1.4. References to "**Controller**," "**Data Subject**," "**Personal Data**," "**Data Breach**," "**Processor**," "**Processing**," and "**Supervisory Authority**" have the meanings defined in the EU Data Protection Legislation. References to "**Sub-Processor**" mean another processor appointed by a processor.

2. **Status of This Exhibit.**

2.1. This Exhibit supplements the terms of the Agreement. It forms part of the Agreement.

2.2. This Exhibit applies only to Customer Data that includes (or might potentially include) Personal Data in circumstances where the Processing of that Personal Data is subject to EU Data Protection Legislation.

2.3. If this Exhibit is inconsistent with any other provisions of the Agreement, the parties intend that the provisions of this Exhibit should prevail to the extent of such inconsistency.

3. **EU Data Protection Legislation.**

3.1. For all Personal Data provided to NetDocuments by or on behalf of Customer for Processing under the Agreement, the parties intend that Customer is the Controller and NetDocuments is the Processor of the Personal Data.

3.2. Except for (i) login details of Service Users; and (ii) Customer Data that happens to include Personal Data and is supplied to NetDocuments personnel by Customer in a manner other than by uploading it or otherwise transmitting it as Customer Data to the Services (there being no obligation or expectation of such supply), NetDocuments represents and Customer agrees as follows:

3.2.1. Customer Data is Processed by NetDocuments using encryption methods that render the Customer Data unintelligible to NetDocuments personnel and any software other than for the normal operation of the Services;

3.2.2. even if the Customer uses the features of the Service to identify Customer Data that contains Personal Data, such attributes of Customer Data are unintelligible to NetDocuments personnel;

3.2.3. NetDocuments is therefore unable to:

3.2.3.1. ascertain whether Customer Data includes Personal Data (and NetDocuments therefore treats all Customer Data as if it might include Personal Data);

3.2.3.2. ascertain whether Customer Data includes any special categories of Personal Data (and NetDocuments will not treat any such Customer Data any differently);

3.2.3.3. ascertain whether the Services are used by Service Users to Process Personal Data outside the European Economic Area;

3.2.3.4. determine when Personal Data ought to be deleted or when Processing of Personal Data ought to cease;

3.2.3.5. take any steps to comply with the rights of Data Subjects for access to Personal Data, rectification or erasure of Personal Data, data portability, rights to be forgotten, or to act upon any notices from Data Subjects; or

3.2.3.6. keep a record of Processing with any greater information than that which is required to be kept by NetDocuments pursuant to the Agreement and this Exhibit.

3.2.4. Subject to the foregoing limitations, and to the extent NetDocuments is able to, NetDocuments will:

3.2.4.1. Process the Personal Data only on documented instructions from the Customer, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by

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European Union law or the laws of a member state of the European Union to which NetDocuments is subject. In that case, NetDocuments shall inform the Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;

3.2.4.2. ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

3.2.4.3. take all measures and implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons;

3.2.4.4. if there is a Personal Data breach in relation to any Customer Data, notify the Customer without undue delay and, where practicable, within 48 hours and thereafter assist the Customer with its obligations to notify the Personal Data breach to a supervisory authority;

3.2.4.5. provide the Customer with reasonable assistance to undertake data protection impact assessments in relation to Processing of Personal Data pursuant to the Agreement and reasonable assistance requested by Customer in relation to any consultation with a supervisory authority that the Customer carries out in relation to such assessment, provided Customer bears the cost of NetDocuments preparing data protection impact assessments for the Customer or providing reasonable assistance in consultation with a supervisory authority;

3.2.4.6. at the choice of the Customer, securely delete or enable Customer to download all Customer Data (and thereby ensure the deletion or return of all Personal Data) to the Customer after the end of the Services as described in the Agreement;

3.2.4.7. make available to the Customer its standard Due Diligence Response (DDR) package which contains all information necessary to demonstrate compliance with the obligations in this section 3. Additionally, NetDocuments will allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer, provided Customer bears the cost of the audit and auditors; and

3.2.4.8. immediately notify the Customer if, in NetDocuments' opinion, an instruction infringes Data Protection Legislation.

4. **Protection of Personal Data.** If the Customer uses the Services to Process any Customer Data that includes Personal Data in circumstances where the Processing of that Personal Data is subject to EU Data Protection Legislation, for the purpose of ensuring adequacy as required by Article 45 of GDPR:

4.1. at the date of this Addendum, NetDocuments is certified with the Privacy Shield Framework (see www.privacyshield.gov);

4.2. NetDocuments shall use commercially reasonable efforts to remain certified with the Privacy Shield Framework for so long as the scheme continues and is generally recognized as satisfying the requirements of Article 45 of the EU Data Protection Legislation; and

4.3. NetDocuments shall, upon request by Customer, execute in favor of the Customer Standard Contractual Clauses recognized by GDPR.

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Exhibit B—NetDocuments Service Levels and Support

1. **Definitions.**

   1.1. **"Downtime"** is any period during which Customer is unable to access or use a Service as a result of a Service Outage but excludes periods of Network Maintenance and Force Majeure Events.

   1.2. **"Maintenance Window"** means periods of time when NetDocuments is performing scheduled Network Maintenance.

   1.3. **"Network Maintenance"** means work on the ND Network to facilitate ongoing operations, including updates to the Services. Scheduled Network Maintenance will take place during Maintenance Windows. Emergency Network Maintenance may take place any time NetDocuments' reasonably perceives a threat to the ND Network or the Services. The Services may not be available during periods of Network Maintenance.

   1.4. **"Services Availability"** or "Uptime" for any 12-month period shall be the percentage determined by dividing (a) the net of the total number of minutes per year minus the total number of minutes of Downtime per year by (b) the total the number of minutes per year.

   1.5. **"Services Outage"** means a period of time in which the ND Network is generally inaccessible to customers due to failures of the ND Network. Network Maintenance, Force Majeure Events, and failure of Customer Systems, including connectivity between Customer Systems and the Internet, are not Service Outages.

2. **Services Availability**. NetDocuments shall endeavor to maintain a 99.9% Services Availability per year, subject to Network Maintenance. NetDocuments will monitor Service Availability and will make Service Availability metrics available to Customer via the NetDocuments Trust website or a similar function. If Customer experiences what it believes is a Service Outage, Customer shall promptly notify Help Desk Support using the procedures described in Section 5 of this Exhibit. In the event of a Service Outage, NetDocuments shall restore the respective Service as soon as practical under the circumstances. NetDocuments shall use commercially reasonable efforts to provide Digital Notice of the status of the Service and correct issues and interruptions to the Services.

3. **Maintenance Windows**. Except for emergency Network Maintenance, NetDocuments will use reasonable efforts provide 10 days' notice of Maintenance Windows. Digital Notice will be provided, and the date and time of the Maintenance Window will be posted on the NetDocuments support webpage. Whenever possible, Maintenance Windows will be outside of business hours in Customer's Service Region.

4. **Credits for Service Outages.**

   4.1. Eligibility for Service Credits. To be eligible for Service Outage Credits (as defined below), Customer must: (a) be in compliance with its obligations under the Agreement, including obligations regarding Customer Systems; and (b) log a report through the NetDocuments support website. The date/time stamp on the logged report through the NetDocuments support website reporting any Service Outage will be used as the commencement time for the calculation of any Service Outage Credits due. NetDocuments will post on the NetDocuments support website a date/time stamp verifying the end time of the Service Outage.

   4.2. Service Credits. If Service Outages reported by Customer and confirmed by NetDocuments during any calendar year during the Term result in Service Availability of a Service falling below 99.9% on an annualized basis in such calendar year (the **"Service Credit Threshold"**), NetDocuments shall provide **"Service Outage Credits"** as follows with respect to such Service: All Service Outages incidents logged by Customer during the calendar year will be totaled at the end of the calendar year, and if requested by Customer within 30 days following the respective calendar year, will be evaluated against the following schedule to determine any Service Outage Credit due. The Service Outage Credit will be applied to the Customer's next installment of its Subscription Fee following the end of the calendar year. If applicable, any "startup" months prior to the Billing Date identified in any Order are excluded from the calculation of any Service Outage Credits. Service Outage Credits will only be applied against future Subscription Fees. If Customer terminates the Agreement, any accrued and unapplied Service Outage Credits are lost. The parties agree that Service Outage Credits are a fair estimate of the damages that Customer will incur for each event for which a Service Outage Credit is granted in the Agreement, that the actual damages incurred by Customer in each such event would be difficult and costly to determine, and that Service Outage Credits are liquidated damages awarded in lieu of actual damages incurred by Customer. Service Outage Credits are the sole and exclusive remedy of Customer with respect to the incident or event with respect to which such Service Outage Credits are credited to Customer by NetDocuments, subject to and as limited by the provisions of Section 10 of this Agreement. If Customer is domiciled in Australia, this Section 4.2 shall not limit any remedy available to Customer under the ACL, if and to the extent the ACL applies.

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Cumulative Services Outages Above Service Credit Threshold	Service Outage Credit (Number of days * annualized subscription fee for respective Service(s) / 365)
1 minute to 120 minutes	1 day
121 minutes to 240 minutes	2 days
241 minutes to 480 minutes	4 days
481 minutes to 960 minutes	8 days
961 minutes or more	16 days

5. **Priority Definitions and Target Responses for Service Outages**. The Service Outage priority definitions and target responses are as set forth below. Target response times and target status updates are provided by Digital Notice. NetDocuments shall cooperate with Customer to determine the priority level of an event reported by Customer. Adverse internet issues beyond NetDocuments' control may impact the stated time frames.

Priority Level	Scope	Target Initial Response Time	Target Status Update Time
1	Any Service Outage	45 minutes	Hourly
2	Any failure of search, write or other material functions of a Service for general users that do not represent a Service Outage.	4 hours, if request is submitted during normal business hours in Customer's Service Region, or 16 hours is request is outside normal business hours	Once each business day
3	Any failure of a Service that affects the functionality of the Service for general users and is not a Priority 1 or Priority 2 request.	24 hours, if request is submitted during normal business hours in Customer's Service Region, or 48 hours if request is outside normal business hours	As needed

6. **NetDocuments Help Desk Support**. Help Desk Support is the means by which NetDocuments provides technical advice to Customer by Customer's Administrative Contacts or Help Desk Contacts designated by Customer. Training of Service Users and Services support other than that listed above is to be provided by Customer's information technology staff, and NetDocuments has no obligation or responsibility to provide Help Desk Support (or any other support) directly to Service Users or any to provide technical support for software or services not provided by NetDocuments as part of the Services or with respect to Customer Systems.

6.1. Requesting Help Desk Support From NetDocuments. Help Desk Support is available to Customer's Administrative Contacts or Help Desk Contacts 24 hours/day, 7 days/week, 52 weeks/year on an as-available basis. Customer's Help Desk Contacts can submit support requests as follows:

6.1.1 Requests through Support System. Requests may be submitted at https://support.netdocuments.com (or by such other digital means as directed by NetDocuments from time to time by Digital Notice). Follow-up of a request can be provided either via phone or digital means at the discretion of NetDocuments Help Desk Support personnel.

6.1.2 Telephone requests. Telephone requests shall be to the telephone number provided on the NetDocuments support website.

Requests should include the following information: the name and customer association of the individual submitting the request, asserted priority level, date and time of the occurrence, complete description of the issue, including steps to recreate the problem, the text of any error messages, and relevant information about the Service User's environment.

At the request of Customer, NetDocuments Help Desk Support personnel may have limited access to Customer Systems or Customer Data to resolve support issues. Customer agrees it will use all reasonable efforts to ensure Customer Data it shares with NetDocuments Help Desk Support personnel does not contain Personal Data or sensitive information.

Help Desk Support may be provided by NetDocuments personnel or subcontractors in regions other than Customer's Service Region. If Customer's policies or applicable law restricts the access to or use of Customer Data outside of a specific geographic location, Customer must notify NetDocuments Help Desk Support personnel prior to sharing any Customer Data.

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Exhibit C—NetDocuments Security

NetDocuments employs a comprehensive range of procedures, tools, and independent services to provide industry-leading security for data stored in the Services. Below is a summary of NetDocuments' existing security features as of the date of this Agreement. NetDocuments will use reasonable efforts to update its security standards, policies, and procedures from time to time to keep pace with changes in industry standards or to comply with legal or regulatory requirements. Accordingly, NetDocuments reserves the right to make changes to its security measures or any of the policies or procedures identified herein but will not make changes that will decrease the overall security of the Services or Customer Data.

1. **Safeguarding Customer Data.** NetDocuments will maintain appropriate administrative, organizational, technical, and physical safeguards designed to: (a) ensure the security, confidentiality, and availability of Customer Data, and (b) protect against Unauthorized Access to Customer Data while it is stored in the Services.

2. **Certifications and Standards.** NetDocuments will have a Type 2 SOC 2 audit for security, availability, and privacy undertaken annually and will maintain its certification to ISO 27001 or a comparable successor standard. Customer may download NetDocuments' then current Due Diligence Response package ("**DDR**"), which contains information sufficient for Customer to verify NetDocuments' certification and audit results, from the NetDocuments Security Center (available to repository administrators). All of the following controls are verified in NetDocuments Type 2 SOC 2 audit and ISO 27001 certification report.

3. **Security Controls and Audits.** NetDocuments has and will maintain an information security program that includes policies and procedures regarding physical security, handling of confidential information, employee background checks, network security, anti-virus/anti-malware protection, access control management, and incident response. NetDocuments conducts regular internal control assessments to validate that controls are designed and operating effectively. Issues identified from assessments are documented, tracked and remediated as appropriate.

4. **Physical Security of NetDocuments Facilities.** NetDocuments implements appropriate physical security controls, including physical access controls, at its facilities and requires its material vendors to implement comparable physical security standards. Access to NetDocuments facilities is limited to authorized individuals, validated through photo identification badges, and logged. NetDocuments removes physical access when access is no longer required and as a component of the employee termination process.

5. **Physical Security of Data Centers.** NetDocuments requires data center vendors to meet industry-standard physical security controls. NetDocuments conducts internal audits of all data centers annually, and all data centers are included in the scope of NetDocuments annual ISO 27001 certification audit.

6. **Human Resource Security.** NetDocuments' employees sign a confidentiality agreement and acknowledge security policies during the employee on-boarding process and annually for the term of employment. In addition, NetDocuments conducts training annually on its security policies and processes. NetDocuments conducts background verification and credit checks in accordance with applicable law during the hiring process and annually for the term of an employee's employment.

7. **ND Network Security.** In the course of providing the Services, NetDocuments shall, at a minimum:

   7.1. cause the ND Network to include a multi-tier server structure consisting of web servers, directory servers, database servers, and index servers in which each class of server is highly available without a single point of failure;

   7.2. deploy within the ND Network a managed firewall and intrusion detection system that includes monitoring for Unauthorized Access;

   7.3. store Customer Data that has been saved on the ND Network using the Services (and which has not been subsequently deleted) in highly available storage located at two or more geographically separate data centers;

   7.4. provide technology for local echoing on compatible access devices, subject to proper activation, configuration and management of the relevant access devices by Customer;

   7.5. connect the ND Network to the Internet with redundant high-capacity Internet service providers;

   7.6. ensure the data centers that host the ND Network are supported by backup power generators designed to provide at least 48 hours of power in case of a major power outage;

   7.7. encrypt Customer Data in transit and at rest using industry-standard encryption protocols; and

   7.8. employ virus and malware scanning software on all corporate networks and compensating controls to protect against viruses and malware on production networks.

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8. **Access Controls.** NetDocuments manages access to internal networks through Active Directory user groups. NetDocuments allocates permissions and privileges on a least privilege principle. NetDocuments assigns network and data access rights based on user groups and job function. Active Directory requires minimum password parameters for access to NetDocuments' internal networks. NetDocuments removes access to NetDocuments' networks when access is no longer required and as a component of the employee termination process.

9. **Logging and Monitoring.** NetDocuments will employ logging mechanisms within the Service to permit Customer to review document-level events and administrative changes for the previous 90 days. Details about the Consolidated Activity Log and Administrative Activity Log can be found on the NetDocuments support website. NetDocuments also logs comprehensive information regarding the functionality of the ND Network. NetDocuments maintains its log information for at least 1 year.

10. **Penetration Testing and Vulnerability Scans.** NetDocuments will perform regular penetration tests to be completed by independent third parties to assess the ND at least twice per 12-month period. NetDocuments will perform vulnerability scans (internal and external) of the ND Network to detect vulnerabilities at least once per month. NetDocuments will remediate critical and high-risk vulnerabilities promptly.

11. **Notification and Remedial Actions.** NetDocuments will continuously monitor the ND Network for Unauthorized Access. NetDocuments will report any confirmed Unauthorized Access to Customer without unreasonable delay, not to exceed 24 hours. NetDocuments will use commercially reasonable efforts to remedy any confirmed Unauthorized Access promptly, perform a root cause analysis, and develop a future incident mitigation plan with regard to any Unauthorized Access affecting Customer Data.

12. **Secure Development.** NetDocuments' Software Development Life Cycle (SDLC) methodology governs the acquisition, development, implementation, configuration, maintenance, modification, and management of software components. NetDocuments developers use secure coding guidelines based on leading industry standards and receive annual secure coding training. For each release, NetDocuments performs a security architecture review and conducts vulnerability scans and dynamic and static code reviews in the development environment. Identified vulnerabilities and coding defects are resolved prior to implementation, and an internal rollout is performed to test and troubleshoot the product release prior to placing it in production. NetDocuments utilizes a code versioning control system to maintain the integrity and security of application source code. Access privileges to the source code repository are reviewed quarterly and limited to authorized employees.

13. **Change Management.** NetDocuments follows documented change management policies and procedures for requesting, testing, and approving application, infrastructure, and Service-related changes. Dedicated environments separate from production exist for development and testing activities. Logical access controls requiring two-factor authentication secure these separate environments. Only authorized individuals can move code into production.

14. **Assistance with Audit Requests.** NetDocuments will provide Customer reasonable assistance in responding to Customer's clients' requests for information about NetDocuments' security policies and procedures applicable to Customer Data, subject to reasonable confidentiality measures required by NetDocuments and Customer's payment of NetDocuments' then-current fees for customer audit support requests.

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MAINBRACE CONSULTING

NAVIGATING TECHNOLOGY FOR THE LAW OFFICE

Service Level Agreement

This Service Level Agreement (the "Agreement") is made by and between Mainbrace, LLC, dba Mainbrace Consulting (the "Consultant"), a company incorporated under the laws of the State of Florida with principal offices located at 512 Lighthouse Court, Neptune Beach, FL, and The City of North Port, Florida (the "Client").

1. **Effective Date:** This Agreement will become effective on the date the last party ratifies and approves the Agreement ("Effective Date").

2. **Term:** The Term of this Agreement shall begin on the Effective Date, and will continue until the Agreement is terminated by either Client or Consultant, as further provided herein.

3. **Termination:**

   A. Non-Appropriations Provision: The parties acknowledge and agree that the obligations of the Client to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement, or referenced herein to which the Client is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the Client's legal liability for the payment of any costs will not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor will such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the Client will have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by the Client under this Section. This Agreement does not constitute an indebtedness of the Client nor an obligation for which the Client is obligated to levy or pledge any form of taxation or for which the Client has levied or pledged any form of taxation.

   B. Termination with or without Cause: The services under this Agreement may be terminated with or without cause by the City Manager, in whole or in part, or whenever the City Manager determines that termination is in the Client's best interest. Any such termination shall be effected by the delivery to Consultant of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, Consultant shall stop work on the date of receipt of the notice of termination, or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims. Consultant will be paid only for such work performed and materials supplied up to the date of termination. Under no circumstances shall the Client make any payment to Consultant for services that have not been performed or that are performed subsequent to the termination date.

   C. Termination by Consultant: Consultant may terminate this Agreement if Client does not cure its breach of this Agreement, following Consultant providing thirty (30) days written notice to Client of such breach.

4. **Remedies:** In the event of a default or breach of the Agreement terms, the Client may avail itself of each and every remedy specifically given to it now existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the Client. The exercise, or the beginning of the

exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The Client's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

5. **Responsibility of Consultant:** Consultant will provide consulting and training services as an independent contractor to Client via remote means. All work by Consultant will be according to this Agreement, and its attachments, addendums, and amendments as agreed upon in writing by Consultant and Client. The scope of work and set rates are attached to this Agreement as Attachment A and incorporated as if set forth fully herein.

6. **Responsibility of Client:** Client shall use properly maintained computer hardware and licensed software. In order for Consultant to provide proper service to Client, Client shall provide Consultant with access to Client's computer system as well as all data to perform the requested service. Consultant shall respect Client's need for confidentiality regarding data, passwords, and processes. Client understands that during the course of doing business, the circumstances may require the Consultant to enlist third-party vendor services or products, the cost of which will need to be incurred by the client separate of this agreement. Client will incur further costs by written agreement only.

7. **Payment Terms:** Work will be performed through remote means. An 8-hour minimum per day will apply to on-site visits and travel time will be charged at half rate. Client will be charged actual cost for travel related expenses (mileage, air fare, hotel, ground transportation, etc.). $100 per diem will apply for each traveling consultant. Invoices will be presented periodically according to the terms of the project or monthly as is appropriate. In accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq.*, Client's payments shall be due forty-five (45) days after receipt of invoice. Overdue amounts shall bear interest from thirty (30) days after the due date at the rate of one percent (1.0%) per month on the unpaid balance. Consultant must invoice Client for any interest accrued in order to receive the interest payment. Consultant is under no obligation to continue performing services if Client has an overdue balance. Continuing performance by Consultant shall not constitute a waiver of Consultant's right to cease work.

8. **Limitation of Liability:** Mainbrace Consulting is not an agent of, or associated with Actionstep, Inc., Centerbase, NetDocuments, LexisNexis, Software Technology, Inc., Themis Solutions, Inc., or CIN Group in any manner other than as a reseller or certified consultant, and is only providing expertise in the use and technical support of NetDocuments Document Management software (the "software"). The purchase of a subscription to any of the products or services (SaaS) for which Consultant offers consulting services is strictly between the Client and the vendor of the product or SaaS. Consultant offers no warranty as to the functionality of the software, or the network on which it is installed, and cannot be held responsible for software features that do not work properly for the client, for reasons including but not limited to:

    A. Failures of the vendor's network;
    B. Slow or poor performance of the Client's internet access; and
    C. Inability to synchronize or otherwise take full advantage of the vendor's advertised features due to Client's setup of the Client's network, firewall, security, etc.

9. **Governing Law:** The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

10. **Independent Contractor:** The relationship between Consultant and Client is that of an independent contractor. Nothing contained herein will be deemed or construed as creating the relationship of employer-employee, principal-agent, partnership, or joint venture, between the parties. It is understood and agreed that no provision

contained herein, or any acts of the parties, will be deemed to create any relationship between them other than that as detailed herein. Consultant is an independent contractor for all purposes, including tax, and retains sole and absolute discretion and judgment in the manner and means of carrying out the services, within the established rules and regulations of the Client.

11. **Customization Rights:** Consultant retains the rights to any customizations made to software on behalf of the Client. Client retains an irrevocable right of use of customizations created on their behalf.

12. **Confidentiality:** Consultant must hold all information belonging to the Client, and those doing business with the Client, in strictest confidence. To the extent permitted by Florida law, Client will not reveal Consultant's processes or prices without the express permission of Consultant. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE (941) 429-7270; E-MAIL: publicrecordsrequest@cityofnorthport.com.

13. **Amendment:** No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Consultant. Only the City Commission can approve increases in compensation under this Agreement. Any change requested will be followed by a written addendum to this SLA. Change requests may incur a cost depending on the change requested.

14. **INDEMNIFICATION:**

A. TO THE EXTENT PERMITTED BY FLORIDA LAW, CONSULTANT ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CLIENT, ITS COMMISSIONERS, OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLECT OR OMISSIONS OF THE CONSULTANT, OR CONSULTANT'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CLIENT OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.

B. THIS AGREEMENT FOR INDEMNIFICATION SURVIVES TERMINATION OR COMPLETION OF THE AGREEMENT. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS). NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CLIENT AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

C. FURTHER, CONSULTANT SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.

15. **Notice:** Notice must be provided in writing, sent by certified U.S. mail return receipt requested, addressed to the party for whom it is intended, at the following address:

For the Client:
City of North Port
City Attorney
4970 City Hall Boulevard
North Port, FL 34286
northportcityattorney@cityofnorthport.com

For Consultant:
Dan Livingston
512 Lighthouse Court
Neptune Beach, FL 32266
dan@mainbraceconsulting.com
904-294-8700

The transmission of a courtesy notice orally or via email does not satisfy the above notice requirement.

16. **Miscellaneous:**

A. Authority to Execute Agreement: The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

B. Binding Effect/Counterparts: By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

C. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

D. Headings: The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.

E. Complete Agreement: This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

F. Assignment: Consultant shall not assign this Agreement or any right or responsibility herein unless with the written consent of the Client.

G. Non-Discrimination: The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. Consultant shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

Approved by the City of North Port City Commission on the 28th day of July 2020.

CITY OF NORTH PORT, FLORIDA

By: _____
~~Peter D. Lear, CPA, CGMA~~ Jason Yarborough
Acting City Manager

ATTEST

_____
Heather Taylor, CMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

_____
Amber L. Slayton
City Attorney

MAINBRACE, LLC, dba MAINBRACE CONSULTING

_____ 7/8/2020
(Signature) Date

Dan Livingston, President
Mainbrace, LLC dba Mainbrace Consulting

ATTACHMENT A

Scope of implementation

1. The parties will coordinate an Implementation Meeting to determine the customized setup for Client and to schedule the following implementation tasks:

    A. NetDocuments Document Management;
    B. ndMail;
    C. OCR;
    D. ndSync;
    E. Windows environment; and
    F. Conversion of 48,600 documents from existing file management software.

2. Consultant must perform a complete setup of NetDocuments based on the Implementation Meeting.

3. Consultant must perform beta testing of the NetDocuments setup by Client.

4. Consultant must perform Basic User Training of 1 session done remotely. Session will be 1.5 to 2 hours and will be recorded for later use by Client.

5. Consultant must perform Advanced User Training of 1 session done remotely. This will be around 1 hour and is done a week or two after the rollout. It will cover some advanced topics and will answer questions. The advanced training will be recorded.

6. Consultant must perform Administrator Training of 1 session done remotely. This will be around 30 minutes and will be recorded.

7. Consultant must provide technical assistance for one month after the go-live date to ensure a good start. Consultant must be provided admin access to Client workstations to fix issues.

8. Consultant must provide assistance in setting up all applicable NetDocuments add-ins and applications on 2 workstations. Client's IT or Administrator will be responsible for the remaining workstations. Client will be provided with full instructions, technical specifications, and system requirements. If Client prefers Consultant to install on all workstations an additional cost will be incurred. Consultant will need to access each workstation remotely with admin rights to perform the download and install of the NetDocuments software.

9. Consultant must provide 1 initial conversion and 1 delta conversion. Consultant will begin uploading documents at the beginning of the project. The documents produced by Client in the interim must be uploaded before the go-live date.

Rates

The Client is responsible for payment of the following rates:

1.	Planning, setup, training and support of NetDocuments	$2,700
2.	Document Conversion 48,600 at $.02/document	$972
	Total	$3,672

Terms

1. $1,836 due upon contract
2. $1,836 due upon completion of document conversion

Any work out of this scope will be billed separately. Consultant will notify Client before any work is done beyond the scope of this Agreement.

Additional Terms & Conditions

1. Consultant will use ScreenConnect (https://www.screenconnect.com) for remote access. All accounts use 2-Factor Authentication and Complex Passwords. Consultant will not use any VPNs or Remote Desktop.

2. Document conversion requires a computer with 24/7 admin access for the duration of the project. Consultant cannot share a computer with another user. Consultant requires the same computer for the duration of the project, and requires administrator rights on that computer. The computer need not be attached to the network, however, all of the documents to be converted must reside on the computer. Alternatively, the documents can be saved to an appropriately sized disc or flash drive and shipped to Consultant.

3. This Agreement does not include Consultant providing a computer for the conversion of documents.

4. If Consultant is installing NetDocuments on Client's office computers, Consultant requires administrator rights to do so.

5. After a document conversion is done, Client can make a backup of its data to a USB Hard Drive or some other device.

Employee Notification of Artificial Intelligence Use

This form must be filled out for all Artificial Intelligence (AI) use for the City of North Port business related activities. Please fill out a form per each AI software/service being utilized. This information is required for IT awareness and collaboration purposes.

Employee Name: City Attorney's Office Staff

Job Title: Various – all CAO staff

Department: City Attorney's Office

Artificial Intelligence being used: (anticipated use FY24/25) PatternBuilder/PatternBuilder Max

How AI is being used:

- **Summarize**: Generates a summary of a document that you select in NetDocuments. Firms can generate a general summary or apply a summary template for specialized use cases (depositions, loan agreements, etc.).
- **Drafting:** Automatically drafts a new document, allowing users to select a prior precedent document as an example or draft a document from scratch based on custom instructions. This can include analyzing a patent application rejection letter and writing an appropriate appeal, taking a fact sheet and drafting a new lease, or rejections to demand letters.
- **Extract:** Automatically extracts one or more entities from the selected document, and resulting data can then be saved to a database, written into a document, or both. This app is ideal for identifying and storing contract data.
- **Contract Playbook**: Instantly analyze an agreement based on the selected contract playbook, including organization-specific contract playbooks that analyze any type of desired agreement.
- **Timeline:** Generates a timeline of events based on the selected text.
- **Translate:** Automatically translates text from one language into another, supporting over a dozen languages.
- **Compare:** Compares two documents based on custom criteria that the user provides.
- **Continue Draft:** Quickly drafts the next section of a document based on prior content in the document. Optionally, users can include prior precedents to enhance the quality of the draft further.
- **Query Document:** Ask one or more questions of a document stored in NetDocuments, ensuring quick answers even when buried in lengthy, complex documents.

All use conducted is in line with all professional and ethical rules governing attorneys in Florida.

If Personally Identifiable Information is being used, the Department Director must review.

Amber L. Slayton

Department Director	**Signature**	**Date**

IT Security Administrator	**Signature**	**Date**

netdocuments®

First Amendment to the NetDocuments Software as a Service Agreement

This First Amendment to the NetDocuments Software as a Service Agreement ("First Amendment"), is made and entered into by and between **NetDocuments Software, Inc.** ("NetDocuments") and the **City of North Port, Florida** ("Customer"), each individually a "Party" and collectively the "Parties."

RECITALS

WHEREAS, on or around August 5, 2020, the Parties entered into the NetDocuments Software as a Service Agreement (the "Original Agreement"); and

WHEREAS, the Parties entered into an Order Form with an effective date July 28, 2020 ("Order"); and

WHEREAS, the Parties mutually desire to amend the Original Agreement to change the date of the renewal term to October 1, 2022.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged as in full force and effect:

1. **EFFECT OF AMENDMENT/EFFECTIVE DATE**

   A. The Parties ratify the terms and conditions of the Original Agreement not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.

   B. All references to this "Agreement" in the Original Agreement and this First Amendment mean and include both the Original Agreement and this First Amendment.

   C. This First Amendment is effective as of the date the last party signs it as identified below (the "Effective Date") and shall continue as otherwise provided in the Original Agreement.

2. **ORIGINAL AGREEMENT RENEWAL TERM**

   The renewal term of the Original Agreement is amended in its entirety as follows:

   Notwithstanding anything in the Agreement or the Order to the contrary, Customer's Renewal Term begins on October 1, 2022, and continues in effect for a period of one (1) year. The Agreement and any applicable Orders or Order Forms will be automatically renewed for additional one (1) year periods upon the completion of each applicable Renewal Term, unless either Party provides 30 days' prior written notice of its intention not to renew.

[Signature Page Follows]

netdocuments®

IN WITNESS WHEREOF, the Parties have executed this First Amendment as follows.

NetDocuments

DocuSigned by:
By: Lucy Wasmund
268AEBA80E2B421...
Name: Lucy Wasmund
Title: Senior Corporate Counsel
Date: 04 May 2022 | 15:18 MDT

Customer
City of North Port, Florida

A. Jerome Fletcher II, ICMA-CM, MPA
City Manager

Attest

Heather Taylor, MMC
City Clerk

Approved as to Form and Correctness

Amber L. Slayton
City Attorney

netdocuments

Customer: City of North Port, FL
Address: 4790 City Hall Blvd, North Port, Florida, 34286

Second Amendment to the NetDocuments Software as a Service Agreement

This Order Form is effective as of the date of the last signature below and is incorporated by reference into and governed by the terms of the Software as a Service Agreement that controls Customer's access to and use of NetDocuments Services (the "Agreement") by and between NetDocuments (as defined in the Agreement) and City of North Port, FL ("Customer"), each individually a "Party" and collectively the "Parties", and, as set forth below.

Terms not specifically defined in this Order Form have the same meanings set forth in the Agreement. From the Order Effective Date, references in the Agreement to "Additional Services" and/or "Services" shall include the services identified in the table below (referred hereto in this Order as "Add-On Services") and reference to "Service Users" shall include all users identified in the table below.

RECITALS

WHEREAS, on or around August 5, 2020, the Parties entered into the NetDocuments Software as a Service Agreement (the "Original Agreement"); and

WHEREAS, the Parties entered into an Order Form with an effective date July 28, 2020 ("Order"); and

WHEREAS, the Parties executed Amendment One on or around May 4, 2022, to change the annual renewal date to October 1; and

WHEREAS, the parties now mutually desire to amend the Original Agreement to include the AI300 - ndMAX Enterprise services ("AI Software") identified below.

Services	Quantity	Storage Allocation (GB)	Product Annual Subscription
AI300 - ndMAX Enterprise Improve day-to-day tasks through a natural language assistant and leverage enterprise-grade, fully scalable AI-enabled document and workflow automation. Includes: * ndMAX Legal AI Assistant * Microsoft Copilot integration * PatternBuilder * PatternBuilder MAX * Background Apps	8	0	USD 8,100.48
		Total:	USD 8,100.48

Billing, payment and additional terms:

1. The price quoted above is valid if this Addendum is executed by Customer on or before March 31, 2026.
2. All pricing is quoted in and shall be paid to NetDocuments in USD.
3. The Billing Commencement Date for the Add-On Services shall be pro-rated for 2026 and align with the billing requirements of the Original Agreement and any applicable amendments. This Order Form does not impact the Effective Date of the Agreement or the First Billing Date, Full Billing Commencement Date, or Service Commencement Date of Customer's subscription to NetDocuments DM or other NetDocuments Services to which Customer already subscribes as of the Order Effective Date.
4. Customer may subscribe for additional Internal Users for the Add-On Services at the then-current price of Customer's existing Internal Users of each of the applicable Add-On Services. The number of Internal Users of the Add-On Services must be equivalent to the number of NetDocuments DM or ORGANIZE Internal Users subscribed by Customer. Notwithstanding anything in the agreement to the contrary, the Add-On Services are only available to Internal Users.
5. No more than once per annum, NetDocuments may increase the fees for Services listed on any Order Form (including the Order Form for core Services) in accordance with the Agreement.
6. **Additional Terms for Specific Services.** The following additional provisions apply to the Services and Solutions listed herein:

ndMAX App Builder Enterprise, ndMAX App Builder, and ndMAX Legal AI Assistant:

i. Defined Terms:

a. "Third-Party AI Service Providers" such as Microsoft and Amazon may be integrated with but are not part of the "Services" NetDocuments offers.

b. "Token" is used as defined by the applicable Third-Party AI Service Provider.

c. "Background App" is defined as a PatternBuilder or PatternBuilder MAX app that can be enqueued and run via a backend job (as distinct from PatternBuilder and PatternBuilder MAX apps that cannot be enqueued and that are run via a frontend user must interact directly with).

ii. Usage.

a. Usage Thresholds: Customer's usage of the Services' integration(s) with Third-Party AI Service Provider(s) is subject to token restrictions for each model family. Over any six-hour period, if Customer's usage of the Services' integration with Third-Party AI Service Provider(s) exceeds the model family token thresholds listed in the Threshold Changelog (found at https://support.netdocuments.com/s/article/MAX-Thresholds - note: Customer must be logged in to view webpage) for the applicable Service(s) customer has subscribed to, NetDocuments reserves the right to temporarily throttle or disable Customer's usage of the integration(s) until Customer's usage falls below the specified threshold. For the avoidance of doubt, when updating the Threshold Changelog, NetDocuments shall only increase – not decrease – the token threshold for specific model families, provided NetDocuments has not deprecated the model family.

b. Proportional Thresholds: To the extent this Order Form provides for any tiered pricing, delayed billing, or similar discounts on the price provided in the final year for the Services, the applicable Thresholds shall be adjusted, at NetDocuments' discretion, during the applicable period of such discounts.

iii. Support for Additional Models. In order to improve the Services, NetDocuments may choose to utilize additional models from time to time. NetDocuments shall notify customer of such changes in advance, including any updates to Usage Thresholds. Any such changes to the Threshold Changelog must provide reasonably similar or better token usage and performance than what was originally provided for in this Order Form.

iv. Background Apps Limited to ndMAX App Builder Enterprise. Background App functionality is only available within the ndMAX App Builder Enterprise subscription.

v. PatternBuilder / PatternBuilder MAX App Limits. Depending on the Service(s) Customer is subscribed to, the following app limits shall apply:

a. ndMAX Legal AI Assistant: Customer cannot create, edit, or activate any PatternBuilder / PatternBuilder MAX apps.

b. ndMAX App Builder: Customer can create, edit, and activate only 5 PatternBuilder / PatternBuilder MAX apps.

c. ndMAX App Builder Enterprise: Subject only to general platform limitations, Customer can create, edit, and activate an unlimited number of PatternBuilder / PatternBuilder MAX apps.

vi. Third-Party Rate Limits and Functionality Deprecation. Notwithstanding anything to the contrary in the Agreement, including the "Usage" section above, rate limiting of or loss of functionality related to the Services that results from a policy, quota, deprecation, or other restriction imposed by a Third-Party AI Provider (e.g. Microsoft deprecates the Azure OpenAI GPT 3.5 model family) is excluded from NetDocuments' commitments relating to any service level, uptime, or usage guarantees provided by NetDocuments.

vii. Third-Party AI Service Provider Passthrough Terms and Policies. Customer's access to and use of the integrations with the Third-Party AI Service Providers' Amazon and Microsoft are subject to those Providers' applicable terms, policies, and codes of conduct, including but not limited to the Code of Conduct for Azure OpenAI Service (found at https://learn.microsoft.com/en-us/legal/cognitive-services/openai/code-of-conduct) and the AWS Responsible AI Policy (found at https://aws.amazon.com/ai/responsible-ai/policy/).

viii. Limitation to Authenticated Users. Customer shall provide access to the Services only to authenticated users. "Authenticated users" refers to users who are linked to a verified identity such as government ID, Azure Active Directory, enterprise Single Sign-on (SSO), or other verified identity, such that your organization retains the ability to identify and disable abusive or fraudulent individual user behavior. Authentication based solely on emails, phone number, etc. is not sufficient.

ix. Prohibited Use. Customer shall not use the Services to generate or transform code, generate or revise journalistic content, or generate or revise content for political campaigns (collectively, the NetDocuments Prohibited Uses).

x. Algorithmic Filtering and Human Monitoring Exemptions. NetDocuments shall ensure that Customer Repository Data sent to or outputted from integrations with Third-Party AI Service Provider(s) are exempt from algorithmic filtering and human monitoring by those Providers (e.g. Customer Repository Data sent to or outputted from Azure Cognitive Services is exempt from Microsoft's content filtering and abuse monitoring protocols). If such exemptions from algorithmic filtering and human monitoring are revoked or otherwise discontinued by the Third-Party AI Service Provider, NetDocuments shall notify Customer. If the Customer objects to such changes in writing within thirty (30) business days of notification by NetDocuments, the Customer will be entitled to terminate the affected Services (without liability for either party, and such termination will be deemed to be a no-fault termination) if the Customer has reasonable grounds to believe

the changes would cause the Customer to be in breach of laws. For the avoidance of doubt, Customer's use of Microsoft Copilot and any exemptions that may or may not apply to such use is subject to Customer's agreement with Microsoft for the Copilot service.

xi. Risks and Disclaimer. NETDOCUMENTS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OUTPUT OR OTHERWISE PROMULGATED BY THIRD-PARTY AI SERVICE PROVIDERS (INCLUDING AZURE COGNITIVE SERVICES AND AMAZON BEDROCK) IN TERMS OF CORRECTNESS, ACCURACY, OR RELIABILITY OF ITS OUTPUTS, NOR THAT CUSTOMER'S USE OF THIRD-PARTY AI SERVICE PROVIDERS COMPLIES WITH ANY LAWS OR REGULATIONS (INCLUDING BUT NOT LIMITED TO COPYRIGHT, TRADEMARK, AND DATA PROTECTION OR PRIVACY LAWS), NOR THAT CUSTOMER'S OPERATION OF THIRD-PARTY AI SERVICE PROVIDERS WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER AGREES THAT NETDOCUMENTS SHALL NOT BE RESPONSIBLE FOR LOSS OR CORRUPTION OF DATA OR OTHER INFORMATION RESULTING FROM CUSTOMER'S USE OF THIRD-PARTY AI SERVICES.

xii. No Partnership. NetDocuments, Customer, and Third-Party AI Service Providers shall act as independent contractors. No party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of another party, or to represent another party as agent, employee, or in any other capacity.

xiii. Future Functionalities. Customer represents and warrants that it has not relied on the availability of any particular (current or future) version of the Services or any particular product (current or future) in making its decision to enter into this Agreement.

7. Customer's number of External Users is equal to the greater of: (a) the number of Internal Users of NetDocuments DM; and (b) the number of External Users specified in the Agreement. If not otherwise defined in the Agreement, "External Users" means any user granted access to the all or part of a Service by an Internal User and who are not Internal Users.

8. Except as expressly set forth herein with respect to specified Professional Service fees, the Subscription Fees referenced above exclude all Professional Services. Any additional Professional Services shall be governed by a separate agreement or statement of work executed between the Customer and its designated implementation partner.

9. Notwithstanding anything to the contrary contained in this Agreement, the subscription to Add-On Services shall be coterminous with Customer's existing subscription to NetDocuments DM.

10. Retention of Add-On Services. Add-On Services listed herein must be retained for a minimum period of 12 months and will thereafter be coterminous with the core services. Early termination of the Add-On Services within the initial 12-month period will incur an early termination fee equivalent to the remaining balance of the 12-month term.

11. This Order Form does not modify the terms set forth in any other ordering document that lists other Services to which Customer subscribes pursuant to the Agreement. All terms and conditions of the Agreement not expressly modified herein shall remain in full force and effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties, through their authorized representatives, have read, understood, and agree to be bound by the terms of this Order, which is effective as of the date of the last signature below ("Effective Date").

CITY OF NORTH PORT, FLORIDA

_____
A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

_____
HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

_____
MICHAEL FUINO, B.C.S
CITY ATTORNEY

NETDOCUMENTS:

Signed by:
Karen Allen
268AEBA80E2B421...

By:_____
Name: Karen Allen
Title: Lead Contract Administrator
Date: 30 January 2026 | 12:26 MST

CITY OF NORTH PORT PROCUREMENT REQUEST FORM
IT DIVISION APPROVAL

DEPARTMENT/DIVISION_____ **NAME OF REQUESTOR**_____

A. Vendor Information

Vendor Name:_____Vendor Number:_____

Address:_____

Contact:_____Phone:_____Email:_____

B. Please describe all products and/or services to be procured (attach additional pages if necessary):

____ Software ____ Hardware ____ Maintenance ____ Training ____ Other

---

Requestor Signature: _____ **Date:** _____

Requesting Department Director's Signature: _____ **Date:** _____

IT Division Manager's Approval: _____ **Date:** _____

File #:	20-2369 Version: 1	Name:	
Type:	Consent Agenda	Status:	Agenda Ready
File created:	6/23/2020	In control:	City Commission Regular Meeting
On agenda:	7/28/2020	Final action:	
Title:	Approve NetDocuments Order Form and Software as a Service Agreement in the Amount of $4,500.00 for Document Management Services for the City Attorney's Office and Approve Service Level Agreement with Mainbrace Consulting, LLC in the Amount of $3,672.00 for Implementation and Conversion of Files for NetDocuments Document Management Services for the City Attorney's Office		
Attachments:	1. NetDocuments and Mainbrace Contracts, 2. NetDocuments and Mainbrace Procurement Form Quotes - Informal, 3. Tabulation And Quotes, 4. Implementation Clarification - NetDocuments, 5. Sunbiz.org Division of Corporations - Mainbrace		

History (0) Staff Summary

TO: Honorable Mayor & Members of the North Port Commission

FROM: Peter D. Lear, CPA, CGMA, City Manager

TITLE: Approve NetDocuments Order Form and Software as a Service Agreement in the Amount of $4,500.00 for Document Management Services for the City Attorney's Office and Approve Service Level Agreement with Mainbrace Consulting, LLC in the Amount of $3,672.00 for Implementation and Conversion of Files for NetDocuments Document Management Services for the City Attorney's Office

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Recommended Action

Approve NetDocuments Order Form and Software as a Service Agreement in the Amount of $4,500.00 for Document Management Services for the City Attorney's Office and Approve Service Level Agreement with Mainbrace Consulting, LLC in the Amount of $3,672.00 for Implementation and Conversion of Files for NetDocuments Document Management Services for the City Attorney's Office

Background Information

The City Attorney's Office operates as a paperless office, utilizing electronic resources to store and manage its files and documents. The office has used LegalFiles for this purpose since 2015; however, the City Attorney's Office requires more functionality and abilities than LegalFiles is able to provide. The City Attorney's Office has chosen Xakia case management software through the procurement process. It is more user friendly and will enable statistical and data retrieval not available with other software providers. Xakia has a monthly user fee but requires no contract. However, there is no document management component with Xakia, requiring a separate service for document management. The City Attorney's office has procured NetDocuments for this

purpose, through procurement. A component of NetDocuments is the migration of documents currently stored in Legalfiles and implementation of the NetDocuments software, both of which will be carried out by Mainbrace Consultants. Attached is an implementation clarification which justifies why no Request for Quote was issued for the migration of existing documents portion which is the additional agreement for review attached to this Agenda item.

The City Attorney's Office has reviewed this contract for form and correctness.

Strategic Plan

Efficient & Effective Government

Financial Impact

$4,500.00 annual subscription fee to NetDocuments for five users, and a one-time fee to Mainbrace Consultants of $1,836.00 due upon ratification of contract, and a one-time fee to Mainbrace of $1,836.00 due upon completion of data conversion, totaling $3,672.00 to Mainbrace. This procurement will be paid out of the professional services account # 001-0200-514.31-05.

Procurement

NetDocuments was procured by issuing a Request for Quote to three Document Management vendors including NetDocuments, Fyler, and iManage.

Attachments:

1. NetDocuments and Mainbrace Contracts
2. NetDocuments and Mainbrace Procurement Form Quotes - Informal
3. Tabulation and Quotes
4. Implementation Clarification - NetDocuments
5. Sunbiz.org Division of Corporations - Mainbrace

Prepared by: Michael Golen, Assistant City Attorney

Department Director: Amber L. Slayton, City Attorney

islative Files (Read Only Mode)

Save | Search | New | Clear | Unlock | Edit | Tools | Browse

EZ Text Search

File ID 20-2369 ID Type Consent Agenda Status Agenda Ready

In Control City Commission Regular Meeting File Created 6/23/2020

Title Approve NetDocuments Order Form and Software as a Service Agreement in the Amount of $4,500.00 for Document Management Services for the City Attorney's Office and Approve Service Level Agreement with Mainbrace Consulting, LLC in the Amount of $3,672.00 for Implementation and Conversion of Files for NetDocuments Document

Agenda Date 7/28/2020

Final Action 7/28/2020

Staff Summary Sheet | Attachments (5) | Details | Approval Tracking (15) | History (1)

Date	Acting Body	Action Taken
7/28/2020	City Commission Regular Meeting	approved

Version 1

Action Date 7/28/2020 Time

Acting Body City Commission Regular Mee

Action Taken approved

Sent To

Due Date Return

Action Note

Motion Text This item was approved on c

Result Pass Fail

DocuSign Envelope ID: 7E143151-6322-4BDA-A677-8898F101E050

netdocuments®

Customer: City of North Port, FL
Address: 4790 City Hall Blvd North Port, Florida 34286

Order Form

Products	Internal Users	Total Storage for Internal Users	Monthly Subscription Fee per Internal User	Annual Subscription Fee for all Internal Users
NetDocuments DM	5.00	100	USD 40.00	USD 2,400.00
ndMail (add-on)	5.00	50	USD 20.00	USD 1,200.00
OCR Services	5.00		USD 7.00	USD 420.00
Collabspaces (unlimited)	1.00		USD 40.00	USD 480.00
			TOTAL:	USD 4,500.00

Terms and Conditions

This Order Form ("Order") is binding between Customer and NetDocuments (each as defined on the signature page attached to this Order) as of the Order Effective Date (as defined on the signature page attached to this Order), and subject to the terms contained herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement, as defined in Section 1.1, below.

1. Miscellaneous.

1.1 Incorporation by Reference. This Order Form is incorporated by reference into and governed by the terms of the Software as a Service Agreement or other master agreement document, by whatever name and regardless of whether the terms are online or not, that controls Customer's access to and use of NetDocuments Services (the "Agreement").

1.2 Service Region. The Parties understand that Customer's designated Service Region shall be US.

1.3 Interpretation. For purposes of this Order, the words "including" and "include" mean inclusion without limitation and do not limit the generality of the statements they qualify, and the word "or" is not exclusive and shall have the meaning commonly ascribed to the term "and/or."

1.4 Currency. All pricing is quoted in and shall be paid in USD.

2. Services Term.

2.1 Initial Term. The initial term of Customer's subscription to the Services in this Order shall commence on the Billing Date and shall continue for a period of 1 Year from the Billing Date (the **"Initial Term"**). At the completion of the Initial Term, this Order will renew for consecutive annual terms (each, a **"Renewal Term"**) unless either party gives the other notice writing that it declines to renew at least 30 days prior to the end of the Initial Term or any Renewal Term.

3. Billing and Payment Terms.

3.1 Additional Users. Customer may subscribe for additional Internal Users of any NetDocuments Services listed herein for the then-current price for Customer's existing Internal Users of that respective Service.

3.2 Additional Services. Except as set forth below, the number of Internal Users of any Additional Service must always be equivalent to the number of NetDocuments DM Internal Users subscribed by Customer.

3.3 Billing Date. The Billing Date shall be August 1, 2020. NetDocuments will invoice Subscription Fees Annually in advance.

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4. Additional Services Terms.

ndOCR:

ndOCR is a web-based application that applies optical character recognition and file compression technology to Customer Data stored in the NetDocuments DM Service. ndOCR is provided with configuration options that specify the types of Customer Data to be processed using ndOCR and how the results of that processing will be stored within the Services. ndOCR permits Customer to configure processing by reference to specified 'cabinets' but not at any lower level. ndOCR might not process all Customer Data in all formats.

Customer consents to NetDocuments using DocsCorp LLC Ltd (the "OCR Partner") to operate ndOCR and agrees that from time to time and in its sole discretion, NetDocuments may appoint a different OCR partner. Customer acknowledges and agrees ndOCR resides and operates on servers operated by Microsoft Azure and that are not part of the ND Network. The terms for the Microsoft Azure services are subject to change from time to time and are available at https://azure.microsoft.com/en-us/support/legal/. The security measures for the Microsoft Azure platform are available at https://docs.microsoft.com/en-us/azure/security.

NetDocuments shall provide Tier 1 support for ndOCR and OCR Partner shall provide Tier 2 support.

5. **No Professional Services.** The Subscription Fees set forth above do not include any Professional Services. Professional Services (if any) will be subject to a separate Statement of Work between the parties.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Order Form and agreed to the terms of the Software as a Service Agreement (the "Agreement") as of the Order Effective Date.

City of North Port, FL

By: Jason Yarborough

Name: Jason Yarborough, ICMA-CM

Title: Acting City Manager

Date (the "Order Effective Date"): July 28, 2020

NetDocuments Software, Inc.

By: DocuSigned by: Liz Benegas DA98827D5E0A4F3...

Name: Liz Benegas

Title: General Counsel

Date: 05 August 2020 | 09:08 MDT

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Software as a Service Agreement

This Software as a Service Agreement (the "**Agreement**") is between **NetDocuments** (as defined below) and City of North Port, Florida, with its principal place of business at 4970 City Hall Boulevard, North Port, Florida 34286 ("**Customer**"). This Agreement is effective as of the date the last party signs below (the "**Effective Date**").

If Customer's principal place of business stated above is: (a) in the North America, Central America, or South America, "NetDocuments" refers to NetDocuments Software, Inc., a Delaware corporation with offices at 2500 West Executive Parkway, Suite 300, Lehi, Utah 84043; (b) in the United Kingdom, European Economic Area, Africa, or the Middle East, "NetDocuments" refers to NetDocuments Limited registered in England and Wales with registered company number 7509508, with offices at 8th Floor South Reading Bridge House, George Street, Reading, England RG1 8LS; or (c) in Australia, New Zealand, or Asia, "NetDocuments" refers to NetDocuments Australia Pty Limited, with offices at Suite 503, Level 5, Grafton Bond Building, 201 Kent Street, Sydney 2000, NSW, Australia.

1. Definitions

1.1. "**Access Software**" means any software in object code form that is supplied by NetDocuments in conjunction with the Services and that installs and runs on Customer Systems, for example, ndOffice or mobile applications. NetDocuments' support policy for Access Software is posted on the NetDocuments support site.

1.2. "**Additional Services**" means any service offered by NetDocuments other than NetDocuments DM. "Services" excludes Professional Services.

1.3. "**Administrative Contacts**" means individuals designated by Customer to receive notices related to NetDocuments Services, including the operations and functionality thereof. Administrative Contacts will receive Digital Notice by email. Notice will also be posted on the NetDocuments support page.

1.4. "**Affiliates**" means any entity that directly or indirectly controls, is controlled by, or is under common control with, Customer or NetDocuments.

1.5. "**Billing Date**" means the date identified in the Order Form as the date NetDocuments will bill Customer for the Services.

1.6. "**Confidential Information**" of a party means any information, technical data or trade secrets, relating to: product plans, Intellectual Property, products, services, customers, employees, documents, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing, product pricing or financial information of the party, but excluding any information other than Personal Data that: (a) is obtained from a third-party free of any confidentiality obligation; (b) is in or enters the public domain without unauthorized disclosure in breach of this Agreement; (c) was in the Receiving Party's possession prior to receiving it from the Disclosing Party; or (d) is developed by the Receiving Party without reference to the Disclosing Party's Confidential Information. Customer's Confidential Information includes the terms of this Agreement, Customer Data (including to the extent Customer volunteers Customer Data to NetDocuments in decrypted form for any purpose), and Personal Data. NetDocuments' Confidential Information includes the terms of this Agreement, all Platform Data, and all non-public information regarding the Services.

1.7. "**Customer Data**" means data residing on the ND Network that is uploaded or otherwise transmitted by or on behalf of any Service User.

1.8. "**Customer Managed Storage Location**" means a server not hosted by NetDocuments, where Customer can store Customer Data outside the NetDocuments DM including, for example, ndFlexStore or ndMirror. Customer's use of Customer Managed Storage Locations is optional.

1.9. "**Customer Service Account**" means the functionality of the Services that allows Administrative Contacts to manage Customer's account. For example, Administrative Contacts can add Internal Users and External Users, create user groups, and set user and group permissions through the Customer Service Account.

1.10. "**Data Processing Addendum**" means the document attached hereto as Exhibit A.

1.11. "**Digital Notice**" means information provided by NetDocuments on the NetDocuments support webpage. Customers and Administrative Contacts may register on the support webpage to receive updates by email.

1.12. "**Documentation**" means the official documentation related to the Services made generally available by NetDocuments, including instructions and specifications that describe components, features, requirements, or other aspects of the Services.

1.13. "**EU Data Protection Legislation**" is defined in the Data Processing Addendum attached hereto as Exhibit A.

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1.14. "**External User**" means any person granted access to the all or part of a Service by an Internal User.

1.15. "**Help Desk Support**" means support provided in connection with the Services by NetDocuments to the Customer as described in Section 2.6 and Exhibit B.

1.16. "**Intellectual Property**" means existing and future rights and interests (registered or unregistered) applied for, granted, or otherwise existing anywhere in the world in and to patents, inventions, trademarks and service marks (including all goodwill therein), copyrights, copyrightable works, trade names, domain names, moral rights, trade secrets, know-how, proprietary information, designs, and all other intellectual, industrial, or proprietary rights, however arising and whether or not registered or issued.

1.17. "**Internal Users**" are employees or subcontractors of Customer or a Customer Affiliate given an account in Customer's repository by Customer's administrators. Internal Users also include accounts created for use by other applications and integrations (including Additional Services or third-party services that integrate with NetDocuments DM) for ongoing functionality or access to a Service, but not associated with a specific individual user. All employees or subcontractors of Customer or a Customer Affiliate who use the Services must be Internal Users and may not be External Users.

1.18. "**ND Network**" means servers and infrastructure under the control of NetDocuments and used to host and operate the Services up to the boundary where such servers and infrastructure connect to the Internet. The ND Network does not include any Customer Managed Storage Locations.

1.19. "**ND Software**" means Access Software and System Software.

1.20. "**NetDocuments DM**" means NetDocuments' cloud content management service.

1.21. "**Order Form**" means the form, regardless of name, title, format, or media, through and pursuant to which Customer subscribes to Services. Customer may have more than one Order Form.

1.22. "**Personal Data**" means information relating to an identified or identifiable natural person and any information defined as such in the Data Processing Addendum attached hereto as Exhibit A and incorporated herein by reference.

1.23. "**Platform Data**" means any data or statistics, excluding Customer Data, that are associated or generated in connection with use of the Services. NetDocuments may use Platform Data to analyse Customer performance and usage. NetDocuments may use anonymized, aggregated Platform Data for benchmarking or other internal purposes, including generating reports regarding Service usage and customer data trends generally.

1.24. "**Professional Services**" means any services provided by NetDocuments and described in a Statement of Work.

1.25. "**Services**" means the NetDocuments DM Service and Additional Services, to which NetDocuments may make commercially reasonable changes from time to time.

1.26. "**Services Region**" means the geographic location(s) specified in the relevant Order Form in which NetDocuments hosts the Services to which Customer subscribes.

1.27. "**Services Users**" means Internal Users and External Users.

1.28. "**Statement of Work**" means a document executed by Customer and NetDocuments that refers to this Agreement and describes Professional Services purchased by Customer and to be supplied by NetDocuments.

1.29. "**System Software**" means the software operating on the ND Network used by NetDocuments to provide the Services.

1.30. "**Subscription Fees**" means the recurring fees for the Services specified in the Order Form.

1.31. "**Term**" means, collectively, the Initial Term and any Renewal Term, as defined in the relevant Order Form.

1.32. "**Unauthorized Access**" means: (a) access to Customer Data while it is residing on the ND Network by anyone other than a person using the login credentials of a Service User; or (b) access to Customer Data by NetDocuments' personnel other than as permitted by this Agreement, or volunteered by Customer or a Service User.

2. NetDocuments Services.

2.1. Use of Access Software, Documentation, and Services. NetDocuments hereby grants to Customer during the Term a limited, non-exclusive, non-transferable (except as permitted by Section 12.6), non-sublicensable right for Service Users to (a) install and run the Access Software in order to use the Services; (b) store and print the Documentation for use with the Services; and (c) to use the Services, in each case solely in accordance with the terms and conditions herein and all applicable laws, rules, and regulations.

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2.2. Use by Customer Affiliates. Customer may procure Services for its Affiliates. Customer shall be fully responsible for the use of and access to the Services, Access Software, and Documentation (collectively, the "**NetDocuments Items**") by its Affiliates and its Affiliates' compliance with this Agreement. Customer agrees and shall ensure that any claim connected with this Agreement will be asserted only by Customer and not any of its Affiliates; provided, however, Customer may claim loss or damage incurred by its Affiliates as if such loss or damage were incurred by Customer.

2.3. Use of Services by External Users. All employees or subcontractors of Customer or a Customer Affiliate who use the Services are and must be treated as Internal Users, not External Users. Customer may grant External Users access to the Services up to the number specified in the relevant Order Form. Customer shall be fully responsible for External Users' use of the NetDocuments Items and their compliance with this Agreement.

2.4. Services Region. NetDocuments will store Customer Data in the Services Region specified in the Order Form and will not transfer Customer Data, except at Customer's or a Service User's direction, unless required by Law. For purposes of this Section, "transfer" shall not include (a) any transfer of Customer Data on or through the Services in accordance with the digital instructions of a Services User (for example, using the sharing facilities of NetDocuments DM); or (b) use of the Services by Service Users outside of the Services Region if the Customer configures NetDocuments DM to permit or not restrict such use.

2.5. Security Specifications and Data Processing. NetDocuments shall implement and maintain appropriate industry standard administrative, physical, and technical safeguards to protect the confidentiality and integrity of Customer Data from Unauthorized Access using measures equal to or better than those of the ND Network Security document attached hereto as Exhibit C and the Data Processing Addendum attached hereto as Exhibit A (if and to the extent applicable).

2.6. NetDocuments Services and Support Levels. NetDocuments shall provide Help Desk Support in accordance with the NetDocuments' Service Levels and Support attached hereto as Exhibit B and the NetDocuments support policies posted on the NetDocuments support website.

2.7. Retirement of Services or Features. NetDocuments will provide Customer with at least 6 months' Digital Notice of material changes to or retirement of Services or features.

3. Restrictions on Customer's Use.

3.1. Use Limited to Service Users. The NetDocuments Items may only be accessed by Service Users. Customer and Service Users must not share login credentials with any other person.

3.2. Business Purposes. Customer shall use the NetDocuments Items only for its internal business purposes. Customer shall not transfer, copy, modify, sublicense, distribute, translate, disassemble, reverse engineer, decompile, frame, mirror, or resell the NetDocuments Items internally or to any third party or use the NetDocuments Items for any purpose competitive to NetDocuments, or to interfere with or disrupt the integrity of the NetDocuments Items.

3.3. Click-Through Terms of Service. If any Internal User is required to review and agree to NetDocuments Terms of Service before accessing the Services, such NetDocuments Terms of Service are of no effect with respect to such Internal Users and are superseded by the terms of this Agreement. External Users are required to accept NetDocuments Terms of Service before accessing the Services. The prevailing NetDocuments Terms of Service are located at https://www.netdocuments.com/terms-of-use/.

3.4. Compliance with Laws and Third-Party Rights. Customer shall not use any NetDocuments Items in any way that breaches the rights of any third party or violates any applicable law, rule, or regulation, including export control and data privacy laws. NetDocuments is not responsible for compliance with any law, rule, or regulation applicable to Customer, Customer Data, or Customer's industry that are not generally applicable to information technology service providers. Without limiting the foregoing, Customer shall not use the Services to store or transmit unlawful content, except as such may be required in its role as a professional service provider, in which case Customer will ensure that any use of the Services to store or process such content is appropriate under the circumstances, lawful, restricted to only necessary Service Users, and removed at the earliest opportunity.

4. Customer Responsibilities.

4.1. Customer System Requirements. Customer shall provide, configure and maintain: (a) all hardware and client-side software necessary to use the Services and deploy the selected Access Software; (b) Internet access; (c) software not provided by NetDocuments that is required to access the Services in addition to the Access Software (for example, a compatible Internet browser); and, if applicable, (d) Customer Managed Storage Locations (collectively "**Customer Systems**"). Customer is responsible for ensuring Customer Systems provide sufficient capacity, performance and connectivity and meet the service levels

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recommended by NetDocuments. Customer will maintain appropriate security and protection of the devices accessing the NetDocuments Service.

4.2. Help Desk Support. NetDocuments will provide Help Desk Support as provided in Exhibit B. Help Desk Support may be provided by NetDocuments' personnel or subcontractors in regions other than Customer's Service Region. Customer is responsible for any and all Customer Data shared as a result of its initiation of Help Desk Support and will ensure that Customer Data is shared in conformity with any Customer or client policies or laws, rules, or regulations that may apply to Customer Data. NetDocuments will not be liable for any Customer Data shared by Customer or its Service Users in violation of any policy or law, rule, or regulation applicable to Customer Data.

4.3. Third-Party Applications. NetDocuments enables select third parties to provide a service or software (**"Third-Party Applications"**) that integrates with one or more NetDocuments Services. NETDOCUMENTS MAKES NO WARRANTIES REGARDING ANY THIRD PARTY APPLICATION, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT ANY THIRD-PARTY APPLICATION WILL (A) REMAIN AVAILABLE THROUGHOUT THE TERM; (B) BE ERROR FREE OR RUN UNINTERRUPTED; (C) OFFER ANY PARTICULAR FEATURES OR PERFORMANCE OR (D) MEET CUSTOMER'S NEEDS. ALL THIRD-PARTY APPLICATIONS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY APPLICATION IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY APPLICATION. A limited selection of Third-Party Applications may be offered by NetDocuments as Additional Services, as evidenced by their inclusion on an Order Form or their selection using the Customer Service Account subject to additional Subscription Fees. Other Third-Party Applications require a separate contract (for which NetDocuments will have no responsibility) between Customer and the third-party supplier.

4.4. NetDocuments' Application Programming Interface. The Services do not include access to NetDocuments' application programming interface (**"API"**). Customer acknowledges and agrees if NetDocuments grants Customer access to NetDocuments' API, Customer will be solely responsible for use of the API in accordance with the terms of this Agreement and Customer may not share its API access with any third party. Any access to NetDocuments' API may be subject to additional terms and conditions, at NetDocuments' discretion.

5. Intellectual Property and Related Rights.

5.1. NetDocuments Intellectual Property. NetDocuments or its licensors own all right, title, and interest in and to Intellectual Property in the NetDocuments Items, Platform Data, and other proprietary rights and interests comprising and used to support and operate the Services. Customer has no rights in or to such Intellectual Property except as expressly set forth in this Agreement. NetDocuments expressly reserves all other rights.

5.2. Customer Data.

5.2.1. NetDocuments disclaims ownership of Intellectual Property rights in Customer Data. Customer hereby grants NetDocuments a limited, free of charge, non-exclusive, non-transferable (except in accordance with Section 12.6), non-sublicensable (except as necessary to provide Third-Party Applications in accordance with Section 4.3) license to store, copy, and process Customer Data in order to provide the Services.

5.2.2. NetDocuments shall not use, disclose or access Customer Data other than (a) to provide the Services and perform the obligations contemplated in this Agreement (including Professional Services, if applicable); (b) as required to facilitate Third-Party Applications in accordance with Section 4.3; (c) as requested or volunteered by Customer or a Service User in connection with Help Desk Support; or (d) as required to comply with a legal demand in accordance with Section 6.2.

5.2.3. The license and obligations pursuant to this Section 5.2.2 will survive the termination or expiration of this Agreement until Customer Data is no longer on the ND Network.

6. Confidential Information.

6.1. Protection. During the Term each party (**"Receiving Party"**) may receive Confidential Information from the other party (**"Disclosing Party"**). During the Term and indefinitely thereafter, as long as the Confidential Information is held, the Receiving Party shall protect any Confidential Information received from the Disclosing Party by exercising the same degree of care it uses to protect its own information of like importance from unauthorized use or disclosure, but in no event less than a reasonable degree of care.

6.2. Permitted Use and Disclosure. Receiving Party may only use Disclosing Party's Confidential Information for purposes in connection with this Agreement or as expressly authorized by this Agreement. Receiving Party shall not disclose Disclosing Party's Confidential Information to any third party, without the prior written consent of the Disclosing Party, except in the following circumstances: (a) to its employees or authorized agents or independent contractors to the extent necessary for them to perform

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the Receiving Party's obligations in this Agreement; (b) in confidence, to legal counsel, accountants, banks, and financing sources and their advisors or in connection with an actual or proposed merger, acquisition, or similar transaction; (c) in connection with the enforcement of this Agreement; or (d) in order to comply with Law or a court order (it being understood that such disclosure may include Customer Data, in the case of NetDocuments) provided that to the extent legally permissible the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party seeks to contest such disclosure.

6.3. Protection of Personal Data. To the extent that Customer is subject to EU Data Protection Legislation, each party shall comply with the obligations in the Data Processing Addendum attached as Exhibit A to this Agreement. NetDocuments shall only process Personal Data of Customer as permitted by applicable law and to the extent necessary for the following purposes: (a) providing the NetDocuments Services; (b) developing and maintaining NetDocuments' relationship with Customer's vendor management contacts; (c) billing and invoicing; (d) compliance with quality control and risk management procedures; (e) security-related processing (for example, automated scanning of incoming and outgoing emails for viruses); (f) complying with legal and regulatory obligations; and (g) establishing, exercising and defending legal claims.

7. Term and Termination.

7.1. Term. The Term of this Agreement will commence on the Effective Date and will continue until the expiration or termination of all Order Forms, Statements of Work, and Transition Periods governed by this Agreement, unless earlier terminated in accordance with the terms herein. Notwithstanding anything to the contrary, unless the parties mutually execute a new agreement, if any Order Form or Statement of Work is executed by the parties, or if NetDocuments, at Customer's election, continues to provide Services or Professional Services to Customer after the expiration or termination of this Agreement, then this Agreement shall govern all such Services or Professional Services and shall remain in effect until all Order Forms, Statements of Work, and Transition Periods have been completed.

7.2. Termination for Breach. A party may terminate this Agreement, any Order Form, or any Statement of Work by giving notice (specifying the grounds for such notice in reasonable detail) to the other party, if the other party: (a) materially breaches any obligations under this Agreement or any Order Form; (b) files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it; or (c) is declared insolvent, makes an assignment for the benefit of creditors, appoints or has appointed a receiver, conservator, or trustee to operate its business, or liquidates all or substantially all of its business assets, or the equivalent of any of the foregoing. Termination for breach of a material obligation under this Section 7.2(a) will take effect: (y) immediately, if the breach cannot be cured; or (z) on the 31st day following receipt of notice from the non-breaching party, unless the breaching party corrects the stated breaches within the first 30 days following receipt of notice. Without limiting the foregoing, NetDocuments may suspend or limit Customer's access to the Services, in whole or in part, in the event of Customer's breach of this Agreement, including payment obligations hereunder until such time as Customer remedies the breach. Except as necessary to mitigate serious security risks, NetDocuments shall give Customer not less than 14 days' notice (in addition to any other notice required by this Section 7.2) specifically referring to the threat of suspension and shall provide Customer the opportunity to remedy the breach in that period before exercising its right to suspend or limit Services.

7.3. Non-Appropriations Provision. The parties acknowledge and agree that the obligations of Customer to fulfill financial obligations of any kind pursuant to this Agreement or any subsequent agreement entered into pursuant to this Agreement or references herein to which Customer is a party are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. In the event the City Commission does not appropriate funds for this Agreement in any fiscal year, Customer may terminate this Agreement upon notice to NetDocuments, along with evidence on such non-appropriation. Notwithstanding the foregoing, no officer, employee, director, member, or other natural person or agent of Customer will have any personal liability in connection with the breach of the provisions of this Section or in the event of default by Customer under this Section. This Agreement does not constitute an indebtedness of Customer or an obligation for which Customer is obligated to levy or pledge any form of taxation or for which Customer has levied or pledged any form of taxation.

7.4. Transition Period. If NetDocuments or Customer provides notice of termination of this Agreement, Customer may elect to continue using the NetDocuments Items for a period of up to 6 months from the notified end date (the "**Transition Period**") provided Customer: (a) is not in breach of its obligations under this Agreement on the date of the notice of termination nor thereafter during the Transition Period; (b) is current on its Subscription Fee payments under this Agreement, and (c) prepays the Subscription Fee for the Transition Period within 10 days of its election to establish a Transition Period. The continuation of the Services during the Transition Period shall not constitute a waiver by any non-defaulting party of its claims against a defaulting party hereunder. If Customer elects the continuation of the Services pursuant to this Section, the parties agree that their respective rights and obligations under this Agreement shall continue in force until the conclusion of the Transition Period.

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7.5. Removal of Customer Data. Customer shall ensure that all Customer Data is removed from the ND Network before the end of the Term or any applicable Transition Period. To the extent any Customer Data remains on the ND Network 30 days after the termination or expiration of this Agreement, NetDocuments may: (a) delete and permanently destroy all Customer Data stored on the ND Network; or (b) at Customer's request, charge Customer for the continued storage of Customer Data at a rate equal to the Subscription Fees previously applicable to the relevant Order Form(s). To the extent Customer requests NetDocuments' assistance in converting, copying, deleting, or otherwise transferring Customer Data in connection with the termination or expiration of this Agreement or any Order Form, NetDocuments may treat the request as a request for Professional Services subject to additional fees.

7.6. Cessation of Services. Upon termination or expiration of this Agreement and the end of any applicable Transition Period, NetDocuments will discontinue Customer's access to the Services, and Customer will immediately delete all copies of the Access Software from Customer Systems.

7.7. Australian Protection. This Section 7.6. applies only if Customer is domiciled in Australia. Despite any other provision to the contrary in this Agreement, to the extent that section 415D, 434J or 451E of the Australian Corporations Act (each, an "**ACA Section**") applies to any right in this Agreement ("**Right**"), the Right must not be enforced to that extent only during the period prescribed by the ACA Section, any extended period ordered by a court and at any other time required by the ACA Section (except, for the avoidance of doubt, to the extent that the ACA Section does not apply to the Right, contract, agreement or arrangement in this Agreement including (without limitation) as a result of any court order, any regulation or declaration that relates to the ACA Section or any other provision in Chapter 5 of the Corporations Act). This provision does not affect any other enforcement of the Right or the enforcement of any other right.

8. Fees and Payment.

8.1. Invoices. NetDocuments shall invoice Customer according to the terms of the relevant Order Form or Statement of Work. Customer shall pay all invoices in accordance with the Local Government Prompt Payment Act, Florida Statutes Section 218.70, *et seq.*, which provides payments shall be due forty-five (45) days after receipt of invoice. Failure to pay undisputed amounts within 60 days of the invoice date will constitute a material breach of the Agreement.

8.2. Subscription Fees. NetDocuments may increase Subscription Fees for the Services by up to 7% once per Renewal Term.

8.3. Disputed Amounts. If Customer disputes any invoice, Customer shall notify NetDocuments of the disputed portion within 30 days of the invoice date and pay the undisputed portion as provided in Section 8.1. The parties will cooperate in good faith to resolve the dispute promptly.

8.4. Costs of Collection. In the event Customer fails to pay NetDocuments any amounts due under this Agreement, Customer will pay all costs of collection, including reasonable attorney fees and legal expenses incurred by NetDocuments.

8.5. Sales, Use, and Other Taxes. Customer is a tax-exempt entity. In the event Customer loses its tax-exempt status, Customer shall pay taxes (including sales or use taxes, value added taxes, and stamp taxes), fees, tariffs, duties, or other similar levies required by Law, except taxes based on NetDocuments' income and employment-related taxes. Except as expressly and specifically set out in an Order Form (and subject to instructions in the Order Form relating to the administration, procedures, and requirement for documentary evidence as NetDocuments may require to lawfully minimize the withholding and obtain acknowledgement from any taxing authority for the withholding) Customer shall (a) pay invoices without withholding for any taxes or other levies imposed by any taxing authority or (b) pay amounts in addition to the amounts invoiced so that the net amount received by NetDocuments, after any tax or levy charged or withheld, equals the amount invoiced.

9. Representations and Warranties.

9.1. Right to Enter into Agreement. Each party represents that: (a) it is validly formed and in good standing in the jurisdiction in which it is formed; (b) it has the legal right and all requisite power and authority to enter into this Agreement and to execute, deliver, and perform its obligations under this Agreement; and (c) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary organizational action of such party, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms and conditions and will not violate or constitute a breach of any agreement binding upon such party.

9.2. Additional NetDocuments Warranties. NetDocuments represents that it has the legal right to provide the Services. NetDocuments shall perform the Services and the Professional Services using the care and skill to be expected of a professional and competent service provider in accordance with good industry practice.

9.3. Additional Customer Warranties. Customer represents, warrants, and covenants that it has, and during the Term and any Transition Period will at all times have, the legal right to possess, store, and transmit the Customer Data using the Services.

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9.4. No Other or Implied Warranties. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. NETDOCUMENTS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, NETDOCUMENTS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR RESULTS OF THE USE THEREOF WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES. CUSTOMER ACKNOWLEDGES THE SERVICES MIGHT BE SUBJECT TO OCCASIONAL DELAYS, INTERRUPTIONS, AND OTHER ISSUES INHERENT TO INTERNET SERVICES, AND THAT THE SERVICES MAY CONTAIN DEFECTS AND/OR MAY NOT OPERATE UNINTERRUPTED OR ERROR FREE. EACH PARTY

ACKNOWLEDGES AND AGREES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS OR PROMISES NOT EXPRESSLY SET OUT HEREIN.

10. Limitation of Liability.

10.1. No Indirect Damages. LIABILITY ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. FOR INDEMNIFICATION CLAIMS, DAMAGES AWARDED OR DETERMINED BY EXPRESS AGREEMENT IN A MONETARY SETTLEMENT SHALL CONSTITUTE DIRECT DAMAGES.

10.2. Local Echoing and ndMirror. NETDOCUMENTS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGES, OR CLAIMS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT TO THE EXTENT THAT SUCH LOSS, DAMAGE, OR CLAIM COULD HAVE BEEN AVOIDED OR REDUCED BY THE USE OF LOCAL ECHOING OR NDMIRROR (EVEN IF CUSTOMER OPTED NOT TO USE LOCAL ECHOING OR SUBSCRIBE TO NDMIRROR).

10.3. Liability Cap. EXCEPT FOR OBLIGATIONS ARISING UNDER SECTION 11.1 (INDEMNIFICATION), EACH PARTY'S ENTIRE LIABILITY FOR ANY AND ALL CLAIMS RELATED TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, OR ANOTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL AMOUNT OF THE ANNUALIZED SUBSCRIPTION FEE PAID OR PAYABLE TO NETDOCUMENTS AT THE TIME OF THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. MULTIPLE CLAIMS SHALL NOT EXPAND ANY OF THE LIMITATIONS SET FORTH IN THIS SECTION 10.

10.4. Exceptions. Notwithstanding the foregoing, nothing in this Agreement excludes or limits a party's liability for (a) death or personal injury to the extent caused by a party's negligence; (b) that party's fraud or fraudulent statements; or (c) any liability for which the governing law of this Agreement prohibits the exclusion or limitation of liability. This Section 10 in no way limits Customer's liability for Subscription Fees owed pursuant to this Agreement.

11. Indemnification.

11.1. Indemnification by NetDocuments. NetDocuments shall indemnify and defend Customer and its directors, officers, and employees from and against losses, damages, judgments, and expenses, including attorney fees, arising out of a claim, suit, action, or proceeding brought by a third party to the extent arising from an allegation that the Services, when used in accordance with this Agreement, infringe the Intellectual Property rights of any third party. NetDocuments will not be obligated to indemnify Customer to the extent that any claim of infringement arises from: (a) the combination, operation, or use of any Services with equipment, devices, or software not supplied by NetDocuments, to the extent such claims could have been avoided if the Services had not been so combined, operated, or used; (b) Customer's breach of this Agreement or Law; and (c) alterations or modifications to the Services which are not performed by NetDocuments, to the extent such claims could have been avoided if the Services had not been so altered or modified.

11.2. Indemnification by Customer. Customer will indemnify and defend NetDocuments and its directors, officers, and employees from and against losses, damages, judgments, and expenses, including attorney fees, arising out of a claim, suit, action, or proceeding by a third party to the extent arising from an allegation that: (a) Customer Data violates Law or the rights of any third party, including Intellectual Property rights, or (b) that Customer does not have the legal right to possess Customer Data or transmit it to NetDocuments or the Services.

11.3. Indemnification Procedures. Upon an event giving rise to a claim under this Section 11, the party claiming the right to indemnification (the "**Indemnified Party**") shall:

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11.3.1. promptly notify the other party (the "**Indemnifying Party**") of any circumstances the Indemnified Party believes may result in a claim for indemnification (provided that the indemnifying party shall not be relieved of any indemnification obligations except to the extent it is materially prejudiced as a result of the Indemnified Party's failure to provide prompt notice); and

11.3.2. cooperate with and take all reasonable steps requested by the Indemnifying Party to allow the Indemnifying Party to control the defense and settlement of claims subject to indemnification with counsel selected in the Indemnifying Party's discretion. The Indemnified Party may participate in the defense with its own counsel and at its sole cost. The Indemnifying Party shall not settle a claim that imposes obligations on, or restricts the operations of, the Indemnified Party without the written consent of the Indemnified Party, which consent must not be unreasonably withheld, conditioned, or delayed.

11.4. This Section 11 survives termination or completion of the Agreement. Nothing in this Agreement shall be deemed to affect the rights privileges, and immunities of Customer as set forth in Florida Statutes, Section 768.28.

12. General.

12.1. Subcontractors. NetDocuments may subcontract any part of its obligations under this Agreement that is common to and subcontracted for other NetDocuments' customers (such subcontractors referred to as "**Common Subcontractors**"). NetDocuments may change or appoint new Common Subcontractors from time to time during the Term, and NetDocuments will give Customer Digital Notice of material changes or additions to Common Subcontractors.

12.2. Disaster Recovery and Business Continuity. NetDocuments will have in place at all times during the Term disaster recovery and business continuity plans to be implemented in the event of a disaster. NetDocuments will actively review and update the disaster recovery and business continuity plans on at least an annual basis. NetDocuments' target recovery point objective is 2 hours and its target recovery time objective is 6 hours.

12.3. Force Majeure. Except for Customer's payment obligations hereunder, neither party will be liable for failure or delay to perform under this Agreement if such failure or delay is caused by the occurrence of any contingency beyond its reasonable control (a "**Force Majeure Event**"), including, but not limited to, widespread Internet outage, industrial disturbance, denial of service attack, war, act of terrorism, insurrection, multi-day power outage, acts of God or acts of civil or military authority. A Force Majeure Event also includes a temporary suspension of the Services at any time NetDocuments reasonably believes such suspension is necessary in response to a perceived threat to the Services, ND Network, or Customer Data. A party experiencing a Force Majeure Event shall notify the other party promptly and shall resume performance as soon as practicable under the circumstances.

12.4. Relationship of the Parties. The parties are independent contractors, and neither will at any time be considered, or represent itself to be, an agent, employee, associate, or joint venture party of the other.

12.5. Notices. Any notice must be in writing and will be deemed given as follows: (a) if by personal delivery, on the date of receipt by the intended recipient; or (b) if by private courier or certified postage prepaid and return receipt requested (as applicable), on the date of first attempted delivery (whether successful or not) to the intended recipient's last known address. All notices must be sent to the address of the intended recipient listed in the preamble to this Agreement. Each party shall provide the other party with timely notice of any change in its address to which notices must be sent. Notwithstanding the foregoing, Administrative Contacts will receive Digital Notice by email and NetDocuments may also post notice on the NetDocuments support website.

12.6. Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which must not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement without prior consent to any successor entity in the event of such party's transfer of all or substantially all of its assets or stock, merger, spin-off, consolidation, reorganization or other business combination or change of control, so long as the assigning party provides notice thereof to the other party. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties, their successors, and their permitted assigns.

12.7. No Third-Party Beneficiaries. The provisions of the Agreement are only for reliance upon and the benefit of Customer and NetDocuments and its licensors and confer no rights or remedies on any other person or entity.

12.8. Waiver/Amendment. Neither this Agreement nor any of its provisions may be waived, amended, or otherwise modified, except by a written instrument signed by both parties. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, ant right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver

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thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The City Manager or designee may agree to amendments to this Agreement to this Agreement and Order Form(s).

12.9. Announcements of Agreement. NetDocuments shall be permitted to use Customer's name to identify the existence of Customer as a customer of NetDocuments in marketing content or in any media interview without Customer's written consent, provided that such reference to Customer is included with at least several other similar references and is given no more prominence than such other references, and subject to compliance with any written branding or trademark usage guidelines provided to NetDocuments. Permission for such use expires with the expiration or termination of this Agreement.

12.10. Counterparts. This Agreement may be executed in any number of counterparts which may be delivered as a .pdf attached to email or by digital or electronic signature, and each counterpart so executed and delivered will be deemed an original, all of which together will constitute one instrument.

12.11. Governing Law, Venue, and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws as set forth below, without giving effect to conflict of law or choice of law principles. Any and all actions, suits or judicial proceedings upon any claim arising from or relating to this Agreement shall be instituted and maintained in the city, state, territory, or province as applicable.

12.11.1. if Customer is domiciled in the North America, Central America, or South America, governing law is the law of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida;

12.11.2. if Customer is domiciled in the United Kingdom, European Economic Areas, Africa, or the Middle East, governing law is the law of England and Wales;

12.11.3. if Customer is domiciled in the Australia, New Zealand, or Asia, governing law is the law of Australia.

This Agreement expressly excludes the provisions of the Contracts (Rights of Third Parties) Act 1999 and any amendment thereto.

12.12. Dispute Resolution. In the event of a dispute arising out of or relating to this Agreement, any Order Form, or Statement of Work the parties agree that they will attempt to resolve the dispute informally.

12.13. Equitable Remedies. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 5 would cause NetDocuments irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, NetDocuments will be entitled to equitable relief, including a restraining order, and injunction, specific performance, and any other relief that may be available from any court, without any requirements to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

12.14. Severability. If any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement will not be affected and that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not).

12.15. Survival. Any provision of this Agreement that by its nature extend beyond the expiration or termination of this Agreement, including accrued rights to payment, use restrictions, indemnity obligations, confidentiality obligations, warranty disclaimers, and limitations of liability, will remain in effect until all obligations are satisfied in accordance with their terms.

12.16. Services by Third Parties. If Customer engaged a person or entity other than NetDocuments to provide professional or other services related to the Services or Customer Data including data conversion, training, installation, application integration, NetDocuments will have no liability for the acts or omissions of such person or entity.

12.17. Entire Agreement; Order of Precedence. This Agreement, including any Exhibits, constitutes the entire understanding and agreement of the parties relating its subject matter, and supersedes all prior agreements and understandings, whether written or oral. In the event of a conflict between this Agreement and any Exhibit, Order Form, or Statement of Work then the terms shall control in accordance with the following order of priority, unless otherwise stated: first, the terms in the Order Form; second, the terms in an Exhibit to this Agreement, to the extent conflicting with terms in the body of this Agreement; third, the terms in the body of this Agreement; and fourth, the terms in a Statement of Work.

12.18. Purchase Orders. Any purchase order or other document issued or delivered to NetDocuments in connection with Customer's subscription to the Services is only for Customer's administrative purposes. No terms and conditions of any purchase

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order or other ordering document will apply to, or be binding upon, NetDocuments. Preprinted, standard, or posted terms and conditions in any media (including terms where acquiescence, approval, or agreement requires a mouse click or an electronic signature) shall not be effective, incorporated into, nor construed to amend the terms of this Agreement.

12.19. Interpretation. For all purposes of this Agreement, except as otherwise expressly provided: (a) the terms defined herein include the plural as well as the singular and *vice versa*; (b) any section of this Agreement that specifies a restriction or states that a Customer shall not do something is to be interpreted as an obligation to prevent Customer's Affiliates, Service Users, and third parties under Customer's control from breaching the same; (c) any reference to an "Exhibit" or a "Section" refers to an Exhibit, or a Section, as the case may be, of this Agreement; (d) the Exhibits hereto form part of this Agreement; (e) all references to this Agreement and the words "herein", "hereof", "hereto" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Exhibit, Section, or other subdivision; (f) all Section and Exhibit headings are for convenience only and shall not affect the interpretation or construction of this Agreement; (g) the words "including," "included" and "includes" mean inclusion without limitation do not limit the generality of the statements they qualify; (h) the word "or" is not exclusive and shall have the meaning commonly ascribed to the term "and/or;" and (i) this Agreement has been jointly negotiated by the parties hereto and their respective legal counsel, and any legal or equitable principles that might require or permit the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

12.20. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

NetDocuments Software, Inc.

By: Liz Benegas
DA96827D5E0A4F3...

Name: Liz Benegas

Title: General Counsel

Date: 05 August 2020 | 09:08 MDT

City of North Port, Florida

By: Jason Yarborough

Name: ~~Peter D. Lear, CPA, CGMA~~ Jason Yarborough

Title: ~~City Manager~~ Acting City Manager

Date: July 28, 2020

ATTEST:

By: Heather Taylor

Name: Heather Taylor, CMC

Title: City Clerk

Date: July 28, 2020

APPROVED AS TO FORM:

By: Amber L. Slayton

Name: Amber L. Slayton

Title: City Attorney

Date: July 28, 2020

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Exhibit A—Data Processing Addendum

1. **Definitions.**

1.1. Except as expressly stated in this Section 1, words and phrases defined in that certain Software as a Service Agreement (the "**Agreement**") to which this Data Processing Addendum is attached have the same meaning in this Exhibit.

1.2. "**Compliant Jurisdiction**" means (i) the United Kingdom, or (ii) a country within the European Economic Area, or (iii) a country with the benefit of a favorable adequacy decision under Article 45 of Regulation (EU) 2016/679.

1.3. "**EU Data Protection Legislation**" means Regulation (EU) 2016/679 (commonly known as the General Data Protection Regulation) as amended from time to time.

1.4. References to "**Controller**," "**Data Subject**," "**Personal Data**," "**Data Breach**," "**Processor**," "**Processing**," and "**Supervisory Authority**" have the meanings defined in the EU Data Protection Legislation. References to "**Sub-Processor**" mean another processor appointed by a processor.

2. **Status of This Exhibit.**

2.1. This Exhibit supplements the terms of the Agreement. It forms part of the Agreement.

2.2. This Exhibit applies only to Customer Data that includes (or might potentially include) Personal Data in circumstances where the Processing of that Personal Data is subject to EU Data Protection Legislation.

2.3. If this Exhibit is inconsistent with any other provisions of the Agreement, the parties intend that the provisions of this Exhibit should prevail to the extent of such inconsistency.

3. **EU Data Protection Legislation.**

3.1. For all Personal Data provided to NetDocuments by or on behalf of Customer for Processing under the Agreement, the parties intend that Customer is the Controller and NetDocuments is the Processor of the Personal Data.

3.2. Except for (i) login details of Service Users; and (ii) Customer Data that happens to include Personal Data and is supplied to NetDocuments personnel by Customer in a manner other than by uploading it or otherwise transmitting it as Customer Data to the Services (there being no obligation or expectation of such supply), NetDocuments represents and Customer agrees as follows:

3.2.1. Customer Data is Processed by NetDocuments using encryption methods that render the Customer Data unintelligible to NetDocuments personnel and any software other than for the normal operation of the Services;

3.2.2. even if the Customer uses the features of the Service to identify Customer Data that contains Personal Data, such attributes of Customer Data are unintelligible to NetDocuments personnel;

3.2.3. NetDocuments is therefore unable to:

3.2.3.1. ascertain whether Customer Data includes Personal Data (and NetDocuments therefore treats all Customer Data as if it might include Personal Data);

3.2.3.2. ascertain whether Customer Data includes any special categories of Personal Data (and NetDocuments will not treat any such Customer Data any differently);

3.2.3.3. ascertain whether the Services are used by Service Users to Process Personal Data outside the European Economic Area;

3.2.3.4. determine when Personal Data ought to be deleted or when Processing of Personal Data ought to cease;

3.2.3.5. take any steps to comply with the rights of Data Subjects for access to Personal Data, rectification or erasure of Personal Data, data portability, rights to be forgotten, or to act upon any notices from Data Subjects; or

3.2.3.6. keep a record of Processing with any greater information than that which is required to be kept by NetDocuments pursuant to the Agreement and this Exhibit.

3.2.4. Subject to the foregoing limitations, and to the extent NetDocuments is able to, NetDocuments will:

3.2.4.1. Process the Personal Data only on documented instructions from the Customer, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by

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European Union law or the laws of a member state of the European Union to which NetDocuments is subject. In that case, NetDocuments shall inform the Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;

3.2.4.2. ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

3.2.4.3. take all measures and implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons;

3.2.4.4. if there is a Personal Data breach in relation to any Customer Data, notify the Customer without undue delay and, where practicable, within 48 hours and thereafter assist the Customer with its obligations to notify the Personal Data breach to a supervisory authority;

3.2.4.5. provide the Customer with reasonable assistance to undertake data protection impact assessments in relation to Processing of Personal Data pursuant to the Agreement and reasonable assistance requested by Customer in relation to any consultation with a supervisory authority that the Customer carries out in relation to such assessment, provided Customer bears the cost of NetDocuments preparing data protection impact assessments for the Customer or providing reasonable assistance in consultation with a supervisory authority;

3.2.4.6. at the choice of the Customer, securely delete or enable Customer to download all Customer Data (and thereby ensure the deletion or return of all Personal Data) to the Customer after the end of the Services as described in the Agreement;

3.2.4.7. make available to the Customer its standard Due Diligence Response (DDR) package which contains all information necessary to demonstrate compliance with the obligations in this section 3. Additionally, NetDocuments will allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer, provided Customer bears the cost of the audit and auditors; and

3.2.4.8. immediately notify the Customer if, in NetDocuments' opinion, an instruction infringes Data Protection Legislation.

4. **Protection of Personal Data.** If the Customer uses the Services to Process any Customer Data that includes Personal Data in circumstances where the Processing of that Personal Data is subject to EU Data Protection Legislation, for the purpose of ensuring adequacy as required by Article 45 of GDPR:

4.1. at the date of this Addendum, NetDocuments is certified with the Privacy Shield Framework (see www.privacyshield.gov);

4.2. NetDocuments shall use commercially reasonable efforts to remain certified with the Privacy Shield Framework for so long as the scheme continues and is generally recognized as satisfying the requirements of Article 45 of the EU Data Protection Legislation; and

4.3. NetDocuments shall, upon request by Customer, execute in favor of the Customer Standard Contractual Clauses recognized by GDPR.

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Exhibit B—NetDocuments Service Levels and Support

1. **Definitions.**

   1.1. **"Downtime"** is any period during which Customer is unable to access or use a Service as a result of a Service Outage but excludes periods of Network Maintenance and Force Majeure Events.

   1.2. **"Maintenance Window"** means periods of time when NetDocuments is performing scheduled Network Maintenance.

   1.3. **"Network Maintenance"** means work on the ND Network to facilitate ongoing operations, including updates to the Services. Scheduled Network Maintenance will take place during Maintenance Windows. Emergency Network Maintenance may take place any time NetDocuments' reasonably perceives a threat to the ND Network or the Services. The Services may not be available during periods of Network Maintenance.

   1.4. **"Services Availability"** or "Uptime" for any 12-month period shall be the percentage determined by dividing (a) the net of the total number of minutes per year minus the total number of minutes of Downtime per year by (b) the total the number of minutes per year.

   1.5. **"Services Outage"** means a period of time in which the ND Network is generally inaccessible to customers due to failures of the ND Network. Network Maintenance, Force Majeure Events, and failure of Customer Systems, including connectivity between Customer Systems and the Internet, are not Service Outages.

2. **Services Availability**. NetDocuments shall endeavor to maintain a 99.9% Services Availability per year, subject to Network Maintenance. NetDocuments will monitor Service Availability and will make Service Availability metrics available to Customer via the NetDocuments Trust website or a similar function. If Customer experiences what it believes is a Service Outage, Customer shall promptly notify Help Desk Support using the procedures described in Section 5 of this Exhibit. In the event of a Service Outage, NetDocuments shall restore the respective Service as soon as practical under the circumstances. NetDocuments shall use commercially reasonable efforts to provide Digital Notice of the status of the Service and correct issues and interruptions to the Services.

3. **Maintenance Windows**. Except for emergency Network Maintenance, NetDocuments will use reasonable efforts provide 10 days' notice of Maintenance Windows. Digital Notice will be provided, and the date and time of the Maintenance Window will be posted on the NetDocuments support webpage. Whenever possible, Maintenance Windows will be outside of business hours in Customer's Service Region.

4. **Credits for Service Outages.**

   4.1. Eligibility for Service Credits. To be eligible for Service Outage Credits (as defined below), Customer must: (a) be in compliance with its obligations under the Agreement, including obligations regarding Customer Systems; and (b) log a report through the NetDocuments support website. The date/time stamp on the logged report through the NetDocuments support website reporting any Service Outage will be used as the commencement time for the calculation of any Service Outage Credits due. NetDocuments will post on the NetDocuments support website a date/time stamp verifying the end time of the Service Outage.

   4.2. Service Credits. If Service Outages reported by Customer and confirmed by NetDocuments during any calendar year during the Term result in Service Availability of a Service falling below 99.9% on an annualized basis in such calendar year (the **"Service Credit Threshold"**), NetDocuments shall provide **"Service Outage Credits"** as follows with respect to such Service: All Service Outages incidents logged by Customer during the calendar year will be totaled at the end of the calendar year, and if requested by Customer within 30 days following the respective calendar year, will be evaluated against the following schedule to determine any Service Outage Credit due. The Service Outage Credit will be applied to the Customer's next installment of its Subscription Fee following the end of the calendar year. If applicable, any "startup" months prior to the Billing Date identified in any Order are excluded from the calculation of any Service Outage Credits. Service Outage Credits will only be applied against future Subscription Fees. If Customer terminates the Agreement, any accrued and unapplied Service Outage Credits are lost. The parties agree that Service Outage Credits are a fair estimate of the damages that Customer will incur for each event for which a Service Outage Credit is granted in the Agreement, that the actual damages incurred by Customer in each such event would be difficult and costly to determine, and that Service Outage Credits are liquidated damages awarded in lieu of actual damages incurred by Customer. Service Outage Credits are the sole and exclusive remedy of Customer with respect to the incident or event with respect to which such Service Outage Credits are credited to Customer by NetDocuments, subject to and as limited by the provisions of Section 10 of this Agreement. If Customer is domiciled in Australia, this Section 4.2 shall not limit any remedy available to Customer under the ACL, if and to the extent the ACL applies.

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Cumulative Services Outages Above Service Credit Threshold	Service Outage Credit (Number of days * annualized subscription fee for respective Service(s) / 365)
1 minute to 120 minutes	1 day
121 minutes to 240 minutes	2 days
241 minutes to 480 minutes	4 days
481 minutes to 960 minutes	8 days
961 minutes or more	16 days

5. **Priority Definitions and Target Responses for Service Outages**. The Service Outage priority definitions and target responses are as set forth below. Target response times and target status updates are provided by Digital Notice. NetDocuments shall cooperate with Customer to determine the priority level of an event reported by Customer. Adverse internet issues beyond NetDocuments' control may impact the stated time frames.

Priority Level	Scope	Target Initial Response Time	Target Status Update Time
1	Any Service Outage	45 minutes	Hourly
2	Any failure of search, write or other material functions of a Service for general users that do not represent a Service Outage.	4 hours, if request is submitted during normal business hours in Customer's Service Region, or 16 hours is request is outside normal business hours	Once each business day
3	Any failure of a Service that affects the functionality of the Service for general users and is not a Priority 1 or Priority 2 request.	24 hours, if request is submitted during normal business hours in Customer's Service Region, or 48 hours if request is outside normal business hours	As needed

6. **NetDocuments Help Desk Support**. Help Desk Support is the means by which NetDocuments provides technical advice to Customer by Customer's Administrative Contacts or Help Desk Contacts designated by Customer. Training of Service Users and Services support other than that listed above is to be provided by Customer's information technology staff, and NetDocuments has no obligation or responsibility to provide Help Desk Support (or any other support) directly to Service Users or any to provide technical support for software or services not provided by NetDocuments as part of the Services or with respect to Customer Systems.

6.1. Requesting Help Desk Support From NetDocuments. Help Desk Support is available to Customer's Administrative Contacts or Help Desk Contacts 24 hours/day, 7 days/week, 52 weeks/year on an as-available basis. Customer's Help Desk Contacts can submit support requests as follows:

6.1.1 Requests through Support System. Requests may be submitted at https://support.netdocuments.com (or by such other digital means as directed by NetDocuments from time to time by Digital Notice). Follow-up of a request can be provided either via phone or digital means at the discretion of NetDocuments Help Desk Support personnel.

6.1.2 Telephone requests. Telephone requests shall be to the telephone number provided on the NetDocuments support website.

Requests should include the following information: the name and customer association of the individual submitting the request, asserted priority level, date and time of the occurrence, complete description of the issue, including steps to recreate the problem, the text of any error messages, and relevant information about the Service User's environment.

At the request of Customer, NetDocuments Help Desk Support personnel may have limited access to Customer Systems or Customer Data to resolve support issues. Customer agrees it will use all reasonable efforts to ensure Customer Data it shares with NetDocuments Help Desk Support personnel does not contain Personal Data or sensitive information.

Help Desk Support may be provided by NetDocuments personnel or subcontractors in regions other than Customer's Service Region. If Customer's policies or applicable law restricts the access to or use of Customer Data outside of a specific geographic location, Customer must notify NetDocuments Help Desk Support personnel prior to sharing any Customer Data.

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Exhibit C—NetDocuments Security

NetDocuments employs a comprehensive range of procedures, tools, and independent services to provide industry-leading security for data stored in the Services. Below is a summary of NetDocuments' existing security features as of the date of this Agreement. NetDocuments will use reasonable efforts to update its security standards, policies, and procedures from time to time to keep pace with changes in industry standards or to comply with legal or regulatory requirements. Accordingly, NetDocuments reserves the right to make changes to its security measures or any of the policies or procedures identified herein but will not make changes that will decrease the overall security of the Services or Customer Data.

1. **Safeguarding Customer Data.** NetDocuments will maintain appropriate administrative, organizational, technical, and physical safeguards designed to: (a) ensure the security, confidentiality, and availability of Customer Data, and (b) protect against Unauthorized Access to Customer Data while it is stored in the Services.

2. **Certifications and Standards.** NetDocuments will have a Type 2 SOC 2 audit for security, availability, and privacy undertaken annually and will maintain its certification to ISO 27001 or a comparable successor standard. Customer may download NetDocuments' then current Due Diligence Response package ("**DDR**"), which contains information sufficient for Customer to verify NetDocuments' certification and audit results, from the NetDocuments Security Center (available to repository administrators). All of the following controls are verified in NetDocuments Type 2 SOC 2 audit and ISO 27001 certification report.

3. **Security Controls and Audits.** NetDocuments has and will maintain an information security program that includes policies and procedures regarding physical security, handling of confidential information, employee background checks, network security, anti-virus/anti-malware protection, access control management, and incident response. NetDocuments conducts regular internal control assessments to validate that controls are designed and operating effectively. Issues identified from assessments are documented, tracked and remediated as appropriate.

4. **Physical Security of NetDocuments Facilities.** NetDocuments implements appropriate physical security controls, including physical access controls, at its facilities and requires its material vendors to implement comparable physical security standards. Access to NetDocuments facilities is limited to authorized individuals, validated through photo identification badges, and logged. NetDocuments removes physical access when access is no longer required and as a component of the employee termination process.

5. **Physical Security of Data Centers.** NetDocuments requires data center vendors to meet industry-standard physical security controls. NetDocuments conducts internal audits of all data centers annually, and all data centers are included in the scope of NetDocuments annual ISO 27001 certification audit.

6. **Human Resource Security.** NetDocuments' employees sign a confidentiality agreement and acknowledge security policies during the employee on-boarding process and annually for the term of employment. In addition, NetDocuments conducts training annually on its security policies and processes. NetDocuments conducts background verification and credit checks in accordance with applicable law during the hiring process and annually for the term of an employee's employment.

7. **ND Network Security.** In the course of providing the Services, NetDocuments shall, at a minimum:

   7.1. cause the ND Network to include a multi-tier server structure consisting of web servers, directory servers, database servers, and index servers in which each class of server is highly available without a single point of failure;

   7.2. deploy within the ND Network a managed firewall and intrusion detection system that includes monitoring for Unauthorized Access;

   7.3. store Customer Data that has been saved on the ND Network using the Services (and which has not been subsequently deleted) in highly available storage located at two or more geographically separate data centers;

   7.4. provide technology for local echoing on compatible access devices, subject to proper activation, configuration and management of the relevant access devices by Customer;

   7.5. connect the ND Network to the Internet with redundant high-capacity Internet service providers;

   7.6. ensure the data centers that host the ND Network are supported by backup power generators designed to provide at least 48 hours of power in case of a major power outage;

   7.7. encrypt Customer Data in transit and at rest using industry-standard encryption protocols; and

   7.8. employ virus and malware scanning software on all corporate networks and compensating controls to protect against viruses and malware on production networks.

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8. **Access Controls.** NetDocuments manages access to internal networks through Active Directory user groups. NetDocuments allocates permissions and privileges on a least privilege principle. NetDocuments assigns network and data access rights based on user groups and job function. Active Directory requires minimum password parameters for access to NetDocuments' internal networks. NetDocuments removes access to NetDocuments' networks when access is no longer required and as a component of the employee termination process.

9. **Logging and Monitoring.** NetDocuments will employ logging mechanisms within the Service to permit Customer to review document-level events and administrative changes for the previous 90 days. Details about the Consolidated Activity Log and Administrative Activity Log can be found on the NetDocuments support website. NetDocuments also logs comprehensive information regarding the functionality of the ND Network. NetDocuments maintains its log information for at least 1 year.

10. **Penetration Testing and Vulnerability Scans.** NetDocuments will perform regular penetration tests to be completed by independent third parties to assess the ND at least twice per 12-month period. NetDocuments will perform vulnerability scans (internal and external) of the ND Network to detect vulnerabilities at least once per month. NetDocuments will remediate critical and high-risk vulnerabilities promptly.

11. **Notification and Remedial Actions.** NetDocuments will continuously monitor the ND Network for Unauthorized Access. NetDocuments will report any confirmed Unauthorized Access to Customer without unreasonable delay, not to exceed 24 hours. NetDocuments will use commercially reasonable efforts to remedy any confirmed Unauthorized Access promptly, perform a root cause analysis, and develop a future incident mitigation plan with regard to any Unauthorized Access affecting Customer Data.

12. **Secure Development.** NetDocuments' Software Development Life Cycle (SDLC) methodology governs the acquisition, development, implementation, configuration, maintenance, modification, and management of software components. NetDocuments developers use secure coding guidelines based on leading industry standards and receive annual secure coding training. For each release, NetDocuments performs a security architecture review and conducts vulnerability scans and dynamic and static code reviews in the development environment. Identified vulnerabilities and coding defects are resolved prior to implementation, and an internal rollout is performed to test and troubleshoot the product release prior to placing it in production. NetDocuments utilizes a code versioning control system to maintain the integrity and security of application source code. Access privileges to the source code repository are reviewed quarterly and limited to authorized employees.

13. **Change Management.** NetDocuments follows documented change management policies and procedures for requesting, testing, and approving application, infrastructure, and Service-related changes. Dedicated environments separate from production exist for development and testing activities. Logical access controls requiring two-factor authentication secure these separate environments. Only authorized individuals can move code into production.

14. **Assistance with Audit Requests.** NetDocuments will provide Customer reasonable assistance in responding to Customer's clients' requests for information about NetDocuments' security policies and procedures applicable to Customer Data, subject to reasonable confidentiality measures required by NetDocuments and Customer's payment of NetDocuments' then-current fees for customer audit support requests.

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MAINBRACE CONSULTING

NAVIGATING TECHNOLOGY FOR THE LAW OFFICE

Service Level Agreement

This Service Level Agreement (the "Agreement") is made by and between Mainbrace, LLC, dba Mainbrace Consulting (the "Consultant"), a company incorporated under the laws of the State of Florida with principal offices located at 512 Lighthouse Court, Neptune Beach, FL, and The City of North Port, Florida (the "Client").

1. **Effective Date:** This Agreement will become effective on the date the last party ratifies and approves the Agreement ("Effective Date").

2. **Term:** The Term of this Agreement shall begin on the Effective Date, and will continue until the Agreement is terminated by either Client or Consultant, as further provided herein.

3. **Termination:**

   A. Non-Appropriations Provision: The parties acknowledge and agree that the obligations of the Client to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement, or referenced herein to which the Client is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the Client's legal liability for the payment of any costs will not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor will such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the Client will have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by the Client under this Section. This Agreement does not constitute an indebtedness of the Client nor an obligation for which the Client is obligated to levy or pledge any form of taxation or for which the Client has levied or pledged any form of taxation.

   B. Termination with or without Cause: The services under this Agreement may be terminated with or without cause by the City Manager, in whole or in part, or whenever the City Manager determines that termination is in the Client's best interest. Any such termination shall be effected by the delivery to Consultant of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, Consultant shall stop work on the date of receipt of the notice of termination, or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims. Consultant will be paid only for such work performed and materials supplied up to the date of termination. Under no circumstances shall the Client make any payment to Consultant for services that have not been performed or that are performed subsequent to the termination date.

   C. Termination by Consultant: Consultant may terminate this Agreement if Client does not cure its breach of this Agreement, following Consultant providing thirty (30) days written notice to Client of such breach.

4. **Remedies:** In the event of a default or breach of the Agreement terms, the Client may avail itself of each and every remedy specifically given to it now existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the Client. The exercise, or the beginning of the

exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The Client's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

5. **Responsibility of Consultant:** Consultant will provide consulting and training services as an independent contractor to Client via remote means. All work by Consultant will be according to this Agreement, and its attachments, addendums, and amendments as agreed upon in writing by Consultant and Client. The scope of work and set rates are attached to this Agreement as Attachment A and incorporated as if set forth fully herein.

6. **Responsibility of Client:** Client shall use properly maintained computer hardware and licensed software. In order for Consultant to provide proper service to Client, Client shall provide Consultant with access to Client's computer system as well as all data to perform the requested service. Consultant shall respect Client's need for confidentiality regarding data, passwords, and processes. Client understands that during the course of doing business, the circumstances may require the Consultant to enlist third-party vendor services or products, the cost of which will need to be incurred by the client separate of this agreement. Client will incur further costs by written agreement only.

7. **Payment Terms:** Work will be performed through remote means. An 8-hour minimum per day will apply to on-site visits and travel time will be charged at half rate. Client will be charged actual cost for travel related expenses (mileage, air fare, hotel, ground transportation, etc.). $100 per diem will apply for each traveling consultant. Invoices will be presented periodically according to the terms of the project or monthly as is appropriate. In accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq.*, Client's payments shall be due forty-five (45) days after receipt of invoice. Overdue amounts shall bear interest from thirty (30) days after the due date at the rate of one percent (1.0%) per month on the unpaid balance. Consultant must invoice Client for any interest accrued in order to receive the interest payment. Consultant is under no obligation to continue performing services if Client has an overdue balance. Continuing performance by Consultant shall not constitute a waiver of Consultant's right to cease work.

8. **Limitation of Liability:** Mainbrace Consulting is not an agent of, or associated with Actionstep, Inc., Centerbase, NetDocuments, LexisNexis, Software Technology, Inc., Themis Solutions, Inc., or CIN Group in any manner other than as a reseller or certified consultant, and is only providing expertise in the use and technical support of NetDocuments Document Management software (the "software"). The purchase of a subscription to any of the products or services (SaaS) for which Consultant offers consulting services is strictly between the Client and the vendor of the product or SaaS. Consultant offers no warranty as to the functionality of the software, or the network on which it is installed, and cannot be held responsible for software features that do not work properly for the client, for reasons including but not limited to:

    A. Failures of the vendor's network;
    B. Slow or poor performance of the Client's internet access; and
    C. Inability to synchronize or otherwise take full advantage of the vendor's advertised features due to Client's setup of the Client's network, firewall, security, etc.

9. **Governing Law:** The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

10. **Independent Contractor:** The relationship between Consultant and Client is that of an independent contractor. Nothing contained herein will be deemed or construed as creating the relationship of employer-employee, principal-agent, partnership, or joint venture, between the parties. It is understood and agreed that no provision

contained herein, or any acts of the parties, will be deemed to create any relationship between them other than that as detailed herein. Consultant is an independent contractor for all purposes, including tax, and retains sole and absolute discretion and judgment in the manner and means of carrying out the services, within the established rules and regulations of the Client.

11. **Customization Rights:** Consultant retains the rights to any customizations made to software on behalf of the Client. Client retains an irrevocable right of use of customizations created on their behalf.

12. **Confidentiality:** Consultant must hold all information belonging to the Client, and those doing business with the Client, in strictest confidence. To the extent permitted by Florida law, Client will not reveal Consultant's processes or prices without the express permission of Consultant. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE (941) 429-7270; E-MAIL: publicrecordsrequest@cityofnorthport.com.

13. **Amendment:** No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Consultant. Only the City Commission can approve increases in compensation under this Agreement. Any change requested will be followed by a written addendum to this SLA. Change requests may incur a cost depending on the change requested.

14. **INDEMNIFICATION:**

A. TO THE EXTENT PERMITTED BY FLORIDA LAW, CONSULTANT ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CLIENT, ITS COMMISSIONERS, OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLECT OR OMISSIONS OF THE CONSULTANT, OR CONSULTANT'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CLIENT OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.

B. THIS AGREEMENT FOR INDEMNIFICATION SURVIVES TERMINATION OR COMPLETION OF THE AGREEMENT. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS). NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CLIENT AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

C. FURTHER, CONSULTANT SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.

15. **Notice:** Notice must be provided in writing, sent by certified U.S. mail return receipt requested, addressed to the party for whom it is intended, at the following address:

For the Client:
City of North Port
City Attorney
4970 City Hall Boulevard
North Port, FL 34286
northportcityattorney@cityofnorthport.com

For Consultant:
Dan Livingston
512 Lighthouse Court
Neptune Beach, FL 32266
dan@mainbraceconsulting.com
904-294-8700

The transmission of a courtesy notice orally or via email does not satisfy the above notice requirement.

16. **Miscellaneous:**

A. Authority to Execute Agreement: The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

B. Binding Effect/Counterparts: By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

C. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

D. Headings: The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.

E. Complete Agreement: This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

F. Assignment: Consultant shall not assign this Agreement or any right or responsibility herein unless with the written consent of the Client.

G. Non-Discrimination: The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. Consultant shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

Approved by the City of North Port City Commission on the 28th day of July 2020.

CITY OF NORTH PORT, FLORIDA

By: _____
~~Peter D. Lear, CPA, CGMA~~ Jason Yarborough
Acting City Manager

ATTEST

_____
Heather Taylor, CMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

_____
Amber L. Slayton
City Attorney

MAINBRACE, LLC, dba MAINBRACE CONSULTING

_____ 7/8/2020
(Signature) Date

Dan Livingston, President
Mainbrace, LLC dba Mainbrace Consulting

ATTACHMENT A

Scope of implementation

1. The parties will coordinate an Implementation Meeting to determine the customized setup for Client and to schedule the following implementation tasks:

    A. NetDocuments Document Management;
    B. ndMail;
    C. OCR;
    D. ndSync;
    E. Windows environment; and
    F. Conversion of 48,600 documents from existing file management software.

2. Consultant must perform a complete setup of NetDocuments based on the Implementation Meeting.

3. Consultant must perform beta testing of the NetDocuments setup by Client.

4. Consultant must perform Basic User Training of 1 session done remotely. Session will be 1.5 to 2 hours and will be recorded for later use by Client.

5. Consultant must perform Advanced User Training of 1 session done remotely. This will be around 1 hour and is done a week or two after the rollout. It will cover some advanced topics and will answer questions. The advanced training will be recorded.

6. Consultant must perform Administrator Training of 1 session done remotely. This will be around 30 minutes and will be recorded.

7. Consultant must provide technical assistance for one month after the go-live date to ensure a good start. Consultant must be provided admin access to Client workstations to fix issues.

8. Consultant must provide assistance in setting up all applicable NetDocuments add-ins and applications on 2 workstations. Client's IT or Administrator will be responsible for the remaining workstations. Client will be provided with full instructions, technical specifications, and system requirements. If Client prefers Consultant to install on all workstations an additional cost will be incurred. Consultant will need to access each workstation remotely with admin rights to perform the download and install of the NetDocuments software.

9. Consultant must provide 1 initial conversion and 1 delta conversion. Consultant will begin uploading documents at the beginning of the project. The documents produced by Client in the interim must be uploaded before the go-live date.

Rates

The Client is responsible for payment of the following rates:

1.	Planning, setup, training and support of NetDocuments	$2,700
2.	Document Conversion 48,600 at $.02/document	$972
	Total	$3,672

Terms

1. $1,836 due upon contract
2. $1,836 due upon completion of document conversion

Any work out of this scope will be billed separately. Consultant will notify Client before any work is done beyond the scope of this Agreement.

Additional Terms & Conditions

1. Consultant will use ScreenConnect (https://www.screenconnect.com) for remote access. All accounts use 2-Factor Authentication and Complex Passwords. Consultant will not use any VPNs or Remote Desktop.

2. Document conversion requires a computer with 24/7 admin access for the duration of the project. Consultant cannot share a computer with another user. Consultant requires the same computer for the duration of the project, and requires administrator rights on that computer. The computer need not be attached to the network, however, all of the documents to be converted must reside on the computer. Alternatively, the documents can be saved to an appropriately sized disc or flash drive and shipped to Consultant.

3. This Agreement does not include Consultant providing a computer for the conversion of documents.

4. If Consultant is installing NetDocuments on Client's office computers, Consultant requires administrator rights to do so.

5. After a document conversion is done, Client can make a backup of its data to a USB Hard Drive or some other device.