TOW MANAGEMENT SERVICES AND SOFTWARE-AS-A-INTEGRATION AND RECONCILIATION AGREEMENT

This Tow Management Services and Software-as-a-Service Integration and Reconciliation Agreement (this "**Agreement**") is entered into by and between **John W. Mina, in his official capacity as Sheriff of Orange County, Florida** ("**SHERIFF**" or "**OCSO**"), and **Rotazio, Inc., d/b/a TowPro**, ("**TowPro**" or "**VENDOR**") (each a "**Party**" and collectively the "**Parties**"). This Agreement is effective upon the date of the date of execution by the last signing Party (the "**Effective Date**").

RECITALS

The SHERIFF seeks a Towing Management System ("**TMS**") software package to function as a comprehensive towing and dispatch management service for vehicle tows provided by privately-owned vehicle towing service companies ("**Providers**"), used to oversee coordination, dispatch, tracking, and management of all agency-initiated tows, including vehicle storage, release, and auction processing.

VENDOR is capable of and desires to provide such services to the SHERIFF under the terms and conditions set forth herein.

The SHERIFF requires that the Orange County Sheriff's Office Standard Terms and Conditions (the "**OCSO STC**") govern this contractual relationship and supersede any language to the contrary contained in VENDOR's current or future contracts, agreements, standard terms and conditions, web-based or click-through terms, invoices, or quotes (collectively, "**VENDOR's Other Writing**"), regardless of the order of execution.

The terms and conditions of the OCSO STC are a condition precedent to entering into a contractual relationship with the SHERIFF.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the Parties agree as follows.

1. Order of Precedence and Controlling Terms

1.1 **Integrated Agreement.** This Agreement harmonizes and integrates the terms of four source instruments: (a) the OCSO STC; (b) the Tow Management Services Agreement between the Parties (the "**TMS Contract**"); (c) the Rotazio License and Services Agreement / TowPro-Rotazio Terms of Service applicable to the underlying software platform (the "**Platform Terms**"); and Orange County Sheriff's Office Request for Solicitation (RFP) 219-25 and including Vendor's complete responses thereto ("**RFP 219-25**"). This Agreement, together with the documents incorporated in Section 1.3, constitutes the complete and exclusive statement of the terms governing the relationship.

1.2 **Order of Precedence.** In the event of any conflict, ambiguity, or inconsistency among the provisions of the source instruments or the incorporated documents, the following order of precedence controls, in descending priority:

(a) **First — the OCSO STC** and the provisions of this Agreement that restate or implement it;

(b) **Second — the TMS Contract** and the provisions of this Agreement that restate or implement it; and

(c) **Third — RFP 219-25**

(d) **Fourth — the Platform Terms.**

Any term of VENDOR's Other Writing (including the Platform Terms) that conflicts with, or requires any action that conflicts with, a higher-priority instrument is void and of no force or effect to the extent of the conflict. Any term purporting to override or supersede a higher-priority instrument — including any term stating that VENDOR's standard form or platform terms prevail — is void and of no force or effect.

1.3 **Incorporated Documents.** The following documents are incorporated by reference, in the following order of precedence, and are subject to Sections 1.1 and 1.2: (a) the OCSO STC as executed by the Parties; (b) this Agreement; (c) the Orange County Sheriff's Office Tow Manual (the "**Tow Manual**"); (d) OCSO RFP #219-25, Tow Management Dispatch Services; (e) VENDOR's bid/response packet to RFP #219-25; and (f) the Statement of Work attached to **RFP 219-25**. To the extent any incorporated document conflicts with this Agreement, this Agreement prevails, subject to the priority of the OCSO STC.

1.4 **No Unilateral Modification; Amendments.** VENDOR shall not change the terms and conditions of this Agreement or the OCSO STC except by a written instrument signed by both Parties. No term of VENDOR's Other Writing permitting VENDOR to modify this Agreement unilaterally, or to modify pricing or terms upon notice, shall have any force or effect. No auto-renewal, evergreen, or automatic price-escalation term contained in the Platform Terms or any other VENDOR's Other Writing applies to this Agreement.

2. Scope of Services

2.1 VENDOR shall provide all planning, execution, implementation, and training for a TMS for the SHERIFF as set forth in **RFP 219-25**, and shall provide the software, hosting, support, and services described in this Agreement.

2.2 VENDOR shall provide training to the SHERIFF's designated employees and to Providers on the TMS software, supported by qualified technical trainers, quick-reference guides, user manuals, interactive training sessions covering end-to-end business processes, and training outlines with time estimates. VENDOR shall provide Traffic Incident Management (TIM) training to Providers at the request of the SHERIFF.

2.3 VENDOR shall mentor Providers and monitor their performance; ensure Providers procure and maintain appropriate insurance and provide proof upon request; create and monitor daily, weekly, and monthly performance and fee reports, and customize additional reports as requested; promptly notify the SHERIFF when a Provider falls out of compliance with State law, local ordinances, or the Tow Manual, and assist with any related investigation or disciplinary process; and monitor and report Provider fee compliance.

2.4 VENDOR shall operate comprehensive dispatching services for the SHERIFF and Providers 24 hours a day, 365 days a year; designate a single point of contact for the SHERIFF to address performance issues; manage a claim and complaint process; and provide reporting that includes, at a minimum, tow requests; dispatch and response-time management; towing volumes by category; inventory management; vehicle release; vehicle disposal; financial reporting; and customer-service reports detailing complaints and resolution status.

2.5 Implementation shall proceed according to the timeline and procedures in **RFP 219-25**. This is not an exclusive contract; the SHERIFF may use other vendors without penalty or cost to the SHERIFF.

3. Term

3.1 This Agreement expires five (5) years after the Effective Date, unless earlier terminated as provided herein.

3.2 This Agreement may be extended, upon the same terms and conditions, for up to one (1) additional two-year (2-year) term, only by a written agreement executed by both Parties no later than sixty (60) days prior to expiration. The SHERIFF does not agree to any automatic renewal or extension. Any renewal or extension contained in the Platform Terms or any other VENDOR's Other Writing is void and of no effect.

4. Software as a Service; Availability, Support, and Updates

4.1 **Provision of the Subscription Services.** VENDOR shall make the TMS software available to the SHERIFF and its authorized users as a hosted software-as-a-service offering (the "**Subscription Services**") over the term of this Agreement, in conformity with the specifications in **RFP 219-25** and the applicable documentation.

4.2 **Availability Requirement.** VENDOR shall make the Subscription Services available and operable for access and use by the SHERIFF and its authorized users at least **99.9%** of the time, measured over each calendar month (each, a "**Service Period**"), excluding only unavailability caused solely by (a) properly noticed Scheduled Downtime under Section 4.3, or (b) causes constituting force majeure under Section 22. Given the 24/7/365 nature

of agency-initiated towing and dispatch, the Subscription Services are mission-critical; any material performance degradation or inoperability, in whole or in part, counts against availability.

4.3 **Scheduled Downtime.** VENDOR shall provide the SHERIFF at least twenty-four (24) hours' advance notice of any scheduled outage. VENDOR shall use reasonable efforts to perform standard Software maintenance including upgrades, patch releases, and other enhancements to Software during a "Maintenance Window" on Sundays between 12:00 AM and 12:00 PM Mountain Time (MDT/MST). VENDOR will make reasonable efforts to minimize the frequency and duration of interruptions during the Maintenance Window. VENDOR will notify the SHERIFF if the Maintenance Window duration will not be sufficient for updates and additional time is required, including during Emergency Maintenance. VENDOR shall not schedule routine or non-emergency downtime during periods the SHERIFF designates as operationally critical without the SHERIFF's prior approval.

4.4 **Support.** VENDOR shall provide support to the SHERIFF at no additional charge. For critical software failures resulting in complete or substantial inoperability of the Subscription Services, VENDOR shall respond within one (1) business hour of the SHERIFF's request and shall work continuously to restore service. VENDOR shall respond to all other support requests promptly and shall maintain a designated support contact available 24 hours a day, 365 days a year, consistent with the dispatch obligations in Section 2.4.

4.5 **Updates.** VENDOR shall provide all updates, upgrades, enhancements, patches, and error corrections to the Subscription Services at no additional charge, and shall not degrade or remove material functionality relied upon by the SHERIFF without the SHERIFF's prior written consent.

4.6 **Remedies for Availability Failures.** If availability falls below the Availability Requirement in any Service Period, VENDOR shall promptly investigate, report the root cause to the SHERIFF, and remediate. If availability falls below the Availability Requirement in any two (2) of four (4) consecutive Service Periods, the SHERIFF may terminate this Agreement, in whole or in part, on written notice, with no liability, obligation, or penalty to the SHERIFF by reason of such termination, in addition to all other remedies available to the SHERIFF. The remedies in this Section are in addition to, and not in lieu of, the SHERIFF's termination rights under Section 14.

5. Fees and Payment

5.1 **Administrative Fee.** VENDOR shall receive payment based upon an Administrative Fee of **$27.50** charged to the Provider for each vehicle towed, unless the vehicle is otherwise exempted under Section 5.2. OCSO shall support all reasonable efforts by VENDOR to ensure that Providers shall remit the Administrative Fee properly charged to VENDOR within the first ten (10) days of each month, through the Automated Clearinghouse (ACH) system.

5.2 **Exemptions.** The following tows shall not result in imposition of the Administrative Fee: (a) innocent owners/agents as defined in the Tow Manual; (b) Sheriff's vehicles as defined in the Tow Manual; (c) vehicles seized for forfeiture as provided in the Tow Manual when the SHERIFF is responsible for payment; and (d) transfers between OCSO facilities and tow yards paid by OCSO.

5.3 **No Vendor Finance Charges or Fee-Shifting Against the SHERIFF.** Any finance charge, late fee, or interest term in the Platform Terms (including the 1.5%-per-month finance charge) is void and of no effect as against the SHERIFF; interest, if any, accrues solely as provided by Chapter 218, Florida Statutes. No term obligating the SHERIFF to pay costs of collection or attorney's fees shall have any force or effect against the SHERIFF or its employees or agents.

5.4 **No Vendor Audit of the SHERIFF.** No term of the Platform Terms or any other VENDOR's Other Writing granting VENDOR the right to audit or examine the books, records, or accounts of the SHERIFF has any force or effect, except as required by law. Any Platform Terms provision permitting VENDOR to audit the SHERIFF's premises, records, or personnel, or to shift audit costs to the SHERIFF, is void.

6. Data Ownership

6.1 **OCSO Data.** "**OCSO Data**" means all data, records, and information (in any form or medium) that are provided by or on behalf of the SHERIFF, its authorized users, or Providers to VENDOR or the Subscription Services, or that are collected, generated, processed, stored, or derived by VENDOR through the Subscription Services in connection with this Agreement, including tow records, vehicle and owner records, dispatch and inventory data, financial and fee data, reports, and all Personal Information (as defined in Section 10.1) contained therein. All outputs, copies, improvements, modifications, and derivative works based on or derived from OCSO Data are themselves OCSO Data.

6.2 **Sole Ownership.** As between the Parties, the SHERIFF is and remains the sole and exclusive owner of all right, title, and interest in and to all OCSO Data, including all intellectual property rights therein. Nothing in this Agreement grants VENDOR or any third party any right, title, or interest in or to OCSO Data by implication, estoppel, or otherwise, except the limited license in Section 6.3.

6.3 **Limited License to VENDOR.** The SHERIFF grants VENDOR a limited, royalty-free, non-exclusive, non-transferable, non-sublicensable license to process OCSO Data in the United States strictly as instructed by the SHERIFF and solely as necessary to provide the Subscription Services for the SHERIFF's benefit during the term. VENDOR acquires no ownership of any OCSO Data, and no provision of the Platform Terms purporting to vest ownership of OCSO Data, derived data sets, or transaction data in VENDOR or its affiliates, partners, or third-party providers has any force or effect. Any perpetual, irrevocable, or post-termination license to OCSO Data purportedly granted under the Platform Terms is void.

7. Data Sharing and Restrictions on Use

7.1 **Use Limitation.** VENDOR shall access, use, process, and disclose OCSO Data solely and exclusively in compliance with the SHERIFF's instructions and solely to provide the Subscription Services and perform its obligations under this Agreement. VENDOR shall not use, sell, rent, transfer, distribute, monetize, or otherwise process or disclose OCSO Data for VENDOR's own purposes or for the benefit of anyone other than the SHERIFF, without the SHERIFF's prior written consent, which the SHERIFF may withhold in its sole discretion.

7.2 **No Disclosure to Third Parties.** VENDOR shall not disclose or provide access to OCSO Data to any person other than its personnel with a need to access it to provide the Subscription Services, and to Providers strictly to the extent necessary to coordinate and dispatch agency-initiated tows. Sharing of OCSO Data with Providers is limited to the specific data each Provider needs to perform an assigned tow and related storage, release, and auction processing. VENDOR shall not disclose law-enforcement or citizen data to any other third party without the SHERIFF's prior written consent, unless and only to the extent required by law, in which case VENDOR shall notify the SHERIFF before disclosure (or as soon as legally permitted thereafter).

7.3 **Subcontractors.** VENDOR shall not subcontract the Subscription Services or the processing of OCSO Data without the SHERIFF's prior written consent. Where consent is granted, VENDOR shall bind each subcontractor in writing to terms at least as protective as this Agreement, remain fully responsible and liable for each subcontractor's acts and omissions, maintain control over all OCSO Data, and ensure the subcontract terminates automatically upon termination of this Agreement.

7.4 **Compliance with Data Laws.** VENDOR, its agents, employees, and any authorized subcontractors shall abide by all applicable Florida and federal law regarding data privacy and security in providing services under this Agreement.

8. Artificial Intelligence

8.1 **Definitions.** "**AI Technology**" means any machine-learning, deep-learning, or other artificial-intelligence technology, including statistical-learning algorithms, models (including large language models), neural networks, and generative-AI tools, together with any software implementation of the foregoing. "**AI Output**" means any content generated or produced by AI Technology.

8.2 **Prohibition on Training with OCSO Data.** VENDOR shall not use, and shall not permit any third party to use, any OCSO Data (including any Personal Information) to train, validate, retrain, tune, update, improve, or

develop any AI Technology of VENDOR or any third party, or as prompts or inputs for any generative-AI tool, whether for VENDOR's benefit or the benefit of any person other than the SHERIFF, without the SHERIFF's prior written authorization, which the SHERIFF may withhold or withdraw in its sole discretion. VENDOR shall logically segregate OCSO Data from any AI Technology training data.

8.3 **Ownership of AI Output.** As between the Parties, the SHERIFF is and remains the sole and exclusive owner of all AI Output generated from or using OCSO Data, and VENDOR assigns to the SHERIFF all right, title, and interest it may have in such AI Output. Such AI Output is OCSO Data for all purposes of this Agreement.

8.4 **Transparency and Disclosure.** VENDOR shall disclose to the SHERIFF, in writing, each material use of AI Technology in or in connection with the Subscription Services, including any AI Technology used for dispatch prioritization, routing, scoring, or other automated processing of OCSO Data. VENDOR shall not introduce any new material AI functionality that processes OCSO Data without the SHERIFF's prior written notice and consent.

8.5 **Human Oversight and Responsible Use.** VENDOR shall maintain and comply with policies and procedures for the responsible design, deployment, and use of AI Technology used with the Subscription Services, addressing transparency, explainability, accountability, security, privacy, accuracy, and mitigation of bias, and shall maintain meaningful human oversight of AI-driven functions. No automated decision by AI Technology shall be treated as a final law-enforcement determination; the SHERIFF retains human review and final decision-making authority over all agency actions.

8.6 **Compliance and Liability.** VENDOR represents and covenants that its design, training, and provision of any AI Technology used in the Subscription Services complies, and will continue to comply, with all applicable laws, including those governing data privacy, data security, and artificial intelligence. VENDOR is responsible and liable for AI Output and AI-driven functions of the Subscription Services to the same extent as for any other Services under this Agreement, subject to Sections 15 and 18.

9. Data Security and Breach Notification

9.1 **Security Safeguards.** VENDOR shall implement and maintain administrative, technical, and physical safeguards designed to protect OCSO Data against unauthorized access, use, disclosure, alteration, or destruction, consistent with applicable law and industry standards, and shall comply with any security requirements applicable to law-enforcement data.

9.2 **Status of the Parties.** For purposes of the Florida Information Protection Act, Section 501.171, Florida Statutes ("**FIPA**"), the Parties acknowledge that the SHERIFF is a "covered entity" (including as a governmental entity). VENDOR shall maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the OCSO Data, but in any case, no less than those described by section 501.171(1)(g)(2), Florida Statutes (2026), as may be amended. If at any time and for any OCSO Data transmitted, the technical safeguards fall below the requirements set forth in this section, VENDOR shall follow the Notification protocol set forth in Section 9.3.

9.3 **Vendor Breach Notification.**

(a) Definitions. For purposes of this Section:

i) "Agency Data" has the meaning given in the Section of this Addendum governing Artificial Intelligence and Restrictions on Use of Agency Data, and includes all Personal Information and CJIS-Derived Data.

ii) "Personal Information" has the meaning given in section 501.171, Florida Statutes.

iii) "Security Incident" means any actual or reasonably suspected (i) unauthorized access to, acquisition of, use of, disclosure of, loss of, or destruction of Agency Data, (ii) breach of security as defined in section 501.171, Florida Statutes, or (iii) compromise of the confidentiality, integrity, or availability of Agency Data or of any system, facility, or network on which Agency Data is stored, processed, or transmitted, including any incident subject to the FBI CJIS Security Policy.

(b) Security contact and prompt notice. The VENDOR shall designate and provide to the Customer the name and contact information for a security contact available to the Customer twenty-four (24) hours per day, seven (7) days per week. The VENDOR shall notify the Customer of a Security Incident as expeditiously as practicable and without unreasonable delay, but in no event later than twenty-four (24) hours after the VENDOR becomes aware of, or has reason to believe there has been, a Security Incident. Notice shall be given by telephone and by email to the Customer's designated contacts and may not be delayed on the ground that the VENDOR's investigation is incomplete.

For OCSO: OCSO Chief Information Security Officer at So-it-security@ocsofl.com

For VENDOR: Rotazio DBA Tow Pro

(c) Content of notice; support for the Customer's statutory notices. Each notice under Section (b) shall include, to the extent known and as it becomes known, a description of the Security Incident, the categories and approximate number of individuals and records affected, the Agency Data involved, the VENDOR's assessment of the cause and of any continuing risk, and the remedial and containment measures taken and planned. The VENDOR shall, as expeditiously as practicable, provide the Customer with all information the Customer needs to determine the scope of the Security Incident and to comply with its notification obligations under section 501.171, Florida Statutes, including notice to affected individuals and, where a breach affects 500 or more individuals in Florida, notice to the Florida Department of Legal Affairs.

(d) Investigation and cooperation. The VENDOR shall fully cooperate with the Customer in investigating and responding to any Security Incident, including by assisting with any investigation, preserving and making available all relevant records, logs, files, and data, facilitating interviews with the VENDOR's personnel, and providing access to affected systems and facilities, in each case as reasonably required by the Customer or to comply with applicable law.

(e) Containment and remediation. The VENDOR shall, at its own expense, promptly take all steps necessary to contain, mitigate, and remediate the Security Incident, to recover and restore any lost or compromised Agency Data, and to prevent any recurrence, and shall comply with all applicable laws, regulations, and standards, including the CJIS Security Policy if applicable, in doing so.

(f) Costs. To the extent a Security Incident arises from or is contributed to by the VENDOR's act, omission, or failure to comply with the Parties' agreement or applicable law, the VENDOR shall reimburse the Customer for all reasonable costs the Customer incurs in responding to and mitigating the Security Incident, including the costs of investigation, of notifying affected individuals and regulators, and of providing credit monitoring or identity-protection services to affected individuals.

(g) Customer control of external notification. The Customer has the sole right to determine whether, when, and how notice of a Security Incident is provided to any affected individual, regulator, law enforcement agency, or other third party, and to determine the content of any such notice and the nature and extent of any remediation offered. The VENDOR shall not notify, or cause to be notified, any third party of a Security Incident affecting Agency Data without the Customer's prior written consent, except as the VENDOR is independently required by law and after first notifying the Customer. Nothing in this Section relieves the VENDOR of any independent reporting obligation it owes to the FBI, the CJIS Systems Agency, or the CJIS Systems Officer under the CJIS Security Policy, and the VENDOR shall report any Security Incident involving CJIS-Derived Data through the applicable CJIS channels and concurrently notify the Customer.

(h) Relationship to public records and limitation of liability. Nothing in this Section limits the Customer's obligations or rights under Florida's Public Records Act. The VENDOR's obligations and liability under this Section are not subject to any limitation of liability or exclusion of damages in the Terms of Service.

(I) Survival. This Section survives the expiration or termination of the Parties' agreement.

10. Public Records

10.1 **Chapter 119 Compliance.** This Agreement and the records relating to it are subject to Chapter 119, Florida Statutes, the Florida Public Records Act. All records, including this Agreement, are subject to disclosure to the public on demand, subject only to exemptions the SHERIFF may claim. The SHERIFF does not agree to the confidentiality of any information created or developed as part of this Agreement, and the Public Records Act supersedes any agreement to the contrary, including any confidentiality or privacy-policy term in the Platform Terms.

10.2 **Contractor Public-Records Duties.** VENDOR shall: (a) keep and maintain public records required to perform the service; (b) upon request from the SHERIFF's custodian of public records, provide a copy of, or access to, the requested records within a reasonable time and at a cost not exceeding that provided by law; (c) ensure that records exempt or confidential and exempt from disclosure are not disclosed except as authorized by law, for the duration of the term and following completion of the contract if VENDOR does not transfer the records to the SHERIFF; (d) upon completion of the contract, transfer at no cost to the SHERIFF all public records in VENDOR's possession, or keep and maintain them as required by law, and if VENDOR transfers all public records, destroy any duplicate exempt or confidential-and-exempt records; and (e) provide all electronically stored public records to the SHERIFF, upon request, in a format compatible with the SHERIFF's information-technology systems.

10.3 **Public Records; Confidential and Exempt Information.**

(a) Vendor Designation and Mandatory Statutory Citation. If Vendor contends that any information it submits or discloses under this Agreement is confidential, exempt, or confidential and exempt from public disclosure, Vendor must, as a condition to any obligation of AGENCY to withhold that information: (i) clearly and conspicuously mark or identify the specific information for which the exemption is claimed; and (ii) identify, in writing, the specific statutory citation to the exemption created or afforded by statute that Vendor contends authorizes withholding of that information, together with a brief statement of the basis for the claimed exemption. A general or blanket designation of information as "confidential," "proprietary," "trade secret," or the like, without the specific statutory citation required by this paragraph, is not sufficient and does not obligate AGENCY to withhold the information.

(b) Timing. Vendor must provide the marking and statutory citation required by paragraph (b) at the time the information is submitted to AGENCY and, in any event, no later than 5 business days after Vendor receives notice from AGENCY that a public records request implicating the information has been received. Time is of the essence with respect to this paragraph, given the statutory deadlines to which AGENCY is subject.

(c) Effect of Failure to Provide a Statutory Citation. If Vendor fails to provide the specific statutory citation required by paragraph (a) within the time required by paragraph (b), or if the citation provided does not, in AGENCY's reasonable determination, identify a valid and applicable statutory exemption, then AGENCY may release the information in response to a public records request without further notice to Vendor, and such release shall not constitute a breach of this Agreement, a breach of any confidentiality obligation, or a waiver of any kind, and AGENCY shall have no liability to Vendor arising from the release.

(d) AGENCY's Independent Determination. AGENCY retains the right to make its own determination of whether any claimed exemption applies and to redact only the portion of a record to which a valid exemption applies while producing the remainder. Vendor acknowledges that all exemptions are construed narrowly under Florida law and that the burden of establishing that information falls within a statutory exemption rests with the party asserting the exemption.

(e) Defense of Designation. If AGENCY withholds information in reliance on Vendor's designation and statutory citation and a requester or other person challenges that withholding, Vendor shall, at AGENCY's option and upon notice, be responsible for defending its designation and shall indemnify and hold AGENCY harmless from any resulting costs, fees, or damages, including reasonable attorney's fees and statutory penalties, to the extent arising from the withholding of information at Vendor's request.

(f) Statutory Contractor Obligations. This clause supplements, and does not replace, the public-records contract provisions required by Section 119.0701, Florida Statutes, including the custodian-contact statement and the Vendor's obligations to keep, produce, protect, and return public records.

11. Confidentiality

11.1 VENDOR shall treat OCSO Data and any information the SHERIFF marks or reasonably identifies as confidential in accordance with its obligations under this Agreement. OCSO Data is the confidential information of the SHERIFF and is not the confidential information of VENDOR. VENDOR shall not assert any confidentiality or trade-secret claim over OCSO Data.

11.2 The confidentiality obligations in this Agreement, and any confidentiality term in the Platform Terms, are at all times subject and subordinate to the Florida Public Records Act (Section 10) and to the SHERIFF's disclosure obligations under Florida law. No confidentiality provision limits the SHERIFF's rights to its own OCSO Data.

12. Data Return, Retrieval, and Transition on Termination

12.1 **Continued Access During Transition.** Upon any expiration or termination of this Agreement, VENDOR shall, at the SHERIFF's option and written request, continue to make the Subscription Services and OCSO Data available to the SHERIFF, on the terms then in effect, for a transition period of up to one hundred eighty (180) days, to permit an orderly transition to the SHERIFF or a successor vendor.

12.2 **Data Export and Return.** At the SHERIFF's option and written request, VENDOR shall return to the SHERIFF all OCSO Data in VENDOR's possession or control, and shall take all steps reasonably requested to make an orderly transition of the Subscription Services, including migrating OCSO Data to the SHERIFF's systems or a designee **in both VENDOR's native data format and a non-proprietary, platform-agnostic format**. VENDOR shall provide reasonable transition assistance, including a transition plan and detailed data-transfer instructions, and shall exercise reasonable efforts to help the SHERIFF obtain any third-party rights necessary to continue substantially similar services. Return, retrieval, and transfer of OCSO Data to the SHERIFF shall be at no cost to the SHERIFF.

12.3 **Records Transfer for Public-Records Compliance.** VENDOR shall provide reasonable assistance to ensure that records received and maintained by VENDOR are transferred to the SHERIFF to ensure the SHERIFF's compliance with the Florida Public Records Act. VENDOR shall provide the SHERIFF with an explanation of the process and costs involved in such transfer within thirty (30) days after execution of this Agreement.

12.4 **Deletion and Certification.** After the SHERIFF confirms successful return or migration of OCSO Data, and upon the SHERIFF's written request or upon termination or expiration for any reason, VENDOR shall securely and permanently return or destroy all remaining copies of OCSO Data in its possession or control and certify such return or destruction in writing to the SHERIFF. VENDOR shall not destroy or dispose of any OCSO Data without providing the SHERIFF at least thirty (30) days' prior written notice and an opportunity to direct its return. No provision of the Platform Terms requiring the SHERIFF to cease use and destroy or return the platform, or denying any refund, shall override the SHERIFF's data-retrieval and transition rights under this Section.

13. Indemnification; Sovereign Immunity

13.1 **VENDOR Indemnity.** VENDOR shall defend, indemnify, and hold harmless the SHERIFF, its employees, and agents from any claims, demands, actions, or causes of action, including reasonable attorney's fees and expenses, resulting directly or indirectly from any negligent act or omission of VENDOR, or its subcontractors, partners, or independent contractors or any of their agents or employees, in the performance of or in relation to the work or services under this Agreement, including any unlawful disclosure or use of data protected under state or federal law and any breach of Sections 6 through 9.

13.2 **Sovereign Immunity.** The SHERIFF is responsible for the acts or omissions of his employees only to the extent permitted under Florida law and Section 768.28, Florida Statutes. Nothing in this Agreement operates as a

waiver of the SHERIFF's sovereign immunity. The SHERIFF does not agree to indemnify or hold harmless VENDOR. Any indemnification, defense, or hold-harmless obligation purportedly imposed on the SHERIFF by the Platform Terms or any other VENDOR's Other Writing is void and of no force or effect.

13.3 **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of this Agreement, and nothing herein grants any person or entity that is not a signatory any rights, benefits, or privileges, or any right to demand performance of any provision.

14. Termination

14.1 **Termination for Convenience.** The SHERIFF may terminate this Agreement and any VENDOR's Other Writing at any time, for any reason or no reason, upon thirty (30) days' advance written notice to VENDOR. The SHERIFF shall pay for all supplies and services properly provided by VENDOR on a pro-rata basis calculated as of the date of termination. No provision of the Platform Terms denying refunds or requiring payment for unused terms limits this right.

14.2 **Termination for Cause.** The SHERIFF may terminate this Agreement for VENDOR's material breach, including any failure to meet the Availability Requirement as provided in Section 4.6, any breach of Sections 6 through 9, or a conflict-of-interest violation, on written notice.

14.3 **Appropriation.** To the extent any money is owed and payable by SHERIFF, this Agreement is subject to the availability and annual appropriation of funds by the Orange County Board of County Commissioners. If funding is not appropriated for any fiscal period during the term, the SHERIFF shall terminate this Agreement upon written notice to VENDOR. Such termination is not a breach by the SHERIFF, and VENDOR shall have no right to any damages of any kind; VENDOR shall be entitled to just and equitable compensation for satisfactory work performed as of the termination date.

14.4 **Effect of Termination.** Upon termination or expiration, the data-return, retrieval, transition, and public-records obligations in Section 12 apply. Sections 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 18, and 23, and any provision that by its nature should survive, survive termination or expiration.

15. Insurance

15.1 VENDOR shall not commence work until it has obtained, at its own cost, all insurance required herein from companies with at least an AM Best rating of A+. All coverage is subject to the SHERIFF's approval and shall be maintained throughout the term.

15.2 **Commercial General Liability**, including premises, operations, products, completed operations, and advertising and personal injury liability, with minimum limits of: (a) $2,000,000 general aggregate; (b) $2,000,000 products and completed-operations aggregate; (c) $1,000,000 personal and advertising injury; and (d) $1,000,000 per occurrence.

15.3 VENDOR shall provide workers' compensation coverage for all of its employees. VENDOR shall furnish certificates of insurance naming the SHERIFF as an additional insured, evidencing the required coverage, prior to commencing work; each certificate shall provide that coverage shall not be modified, canceled, or non-renewed except upon thirty (30) days' prior written notice to the SHERIFF.

15.4 **Cyber Insurance.** VENDOR shall maintain cyber liability and technology errors-and-omissions insurance covering VENDOR's provision of the TMS and its handling of SHERIFF Data, which coverage shall include both: (i) first-party breach-response coverage, including the costs of forensic investigation, legal counsel, notification of affected persons, credit monitoring, call-center services, data restoration, and business interruption; and (ii) third-party liability coverage, including liability arising from a data breach or other security incident, regulatory defense costs and, to the extent insurable by law, regulatory fines and penalties, and litigation defense costs and damages.

(a) **Minimum Limits.** The coverage required by this Section shall carry limits of not less than $2,000,000 per claim and $5,000,000 in the annual aggregate. Such limits may be satisfied through a combination of primary and

excess or umbrella coverage. The required limits do not cap, and are not evidence of any limit on, VENDOR's liability or indemnification obligations under the Combined Agreement.

(b) **Claims-Made Coverage; Extended Reporting.** If any coverage required by this Section is written on a claims-made basis, VENDOR shall maintain the coverage, with a retroactive date no later than the Effective Date of the TMS Contract, for the duration of the Combined Agreement and shall either maintain the coverage, or purchase an extended reporting period ("tail") of not less than three (3) years, following expiration or termination of the Combined Agreement.

(c) **SHERIFF as Additional Insured; Waiver of Subrogation.** To the fullest extent such status is available under the applicable policy, VENDOR shall cause the SHERIFF, its officers, employees, and agents to be named as additional insureds on the third-party liability coverage required by this Section, on a primary and non-contributory basis. Because such coverage may be written on a form that does not permit additional-insured status, VENDOR shall in all events cause each policy required by this Section to include a waiver of the insurer's rights of subrogation against the SHERIFF, its officers, employees, and agents, effective as of a date no later than the Effective Date of the TMS Contract.

(d) **Evidence of Coverage.** Prior to commencing work, and upon each renewal and upon the SHERIFF's request, VENDOR shall furnish the SHERIFF with certificates of insurance and, for the coverage required by this Section, copies of the actual additional-insured and waiver-of-subrogation endorsements. The Parties acknowledge that a certificate of insurance is evidence only and does not amend the policy; the terms of the policy and its endorsements control. Each policy shall provide that it will not be canceled, non-renewed, or materially reduced except upon thirty (30) days' prior written notice to the SHERIFF.

(e) **Subcontractors.** VENDOR shall ensure that any subcontractor authorized under Section 8 (Subcontractors) of the TMS Contract that accesses, processes, or stores SHERIFF Data maintains cyber liability coverage appropriate to its role, or that such subcontractor's activities are covered under VENDOR's coverage.

(f) **No Waiver; Relationship to Other Obligations.** The insurance required by this Section supplements, and does not limit, satisfy, or substitute for, VENDOR's indemnification and other obligations under Section 5 (Indemnity) and Section 13 (Data Practices) of the TMS Contract. Neither the SHERIFF's procurement of its own insurance, nor VENDOR's maintenance of the insurance required herein, waives, increases, or otherwise affects the SHERIFF's sovereign immunity or the limitations of liability set forth in Section 6 of this Integration Agreement and Section 768.28, Florida Statutes.

15.5 The SHERIFF is not required to maintain any insurance for the benefit of the SHERIFF or VENDOR; any such requirement in VENDOR's Other Writing is void.

16. Warranties

16.1 VENDOR shall be responsible for the professional quality, technical accuracy, and coordination of all services furnished under this Agreement and shall, without additional compensation, correct or revise any errors or deficiencies in its reports and services.

16.2 VENDOR warrants that it will perform all services in a professional and workmanlike manner and that the Subscription Services will operate in substantial conformity with the applicable documentation and specifications.

16.3 Any "as is" disclaimer or exclusion of warranties in the Platform Terms is void and of no effect to the extent it conflicts with the warranties in this Agreement or with the OCSO STC. The SHERIFF does not waive direct, special, or exemplary damages.

17. Intellectual Property in the Platform.

17.1 As between the Parties, VENDOR (or its licensor) retains ownership of the underlying TMS software, platform, and related materials, exclusive of OCSO Data and AI Output owned by the SHERIFF under Sections 6 and 8. VENDOR grants the SHERIFF and its authorized users the right to access and use the Subscription

Services for the SHERIFF's governmental purposes during the term and any transition period. This Section does not diminish the SHERIFF's ownership of OCSO Data.

18. Limitation of Liability

18.1 The SHERIFF does not waive, and nothing in the Platform Terms or any other VENDOR's Other Writing operates to waive, the SHERIFF's right to recover direct, special, or exemplary damages. Any limitation-of-liability provision in the Platform Terms — including any exclusion of consequential, incidental, or special damages and any cap tied to fees paid — is void and of no force or effect against the SHERIFF.

18.2 Nothing in this Agreement waives or limits the SHERIFF's sovereign immunity or the protections of Section 768.28, Florida Statutes.

18.3 **Contractual Cap on the SHERIFF's Liability.** In addition to — and without waiving, reducing, or being subordinate to — the sovereign-immunity protections and tort-liability limits referenced in this Section, the Parties agree that the SHERIFF's total, aggregate liability arising out of or relating to the Combined Agreement on any claim or theory of recovery that is not subject to Section 768.28, Florida Statutes, including breach of contract, shall not exceed the sum of $200,000 to any one person, or $300,000 for all claims, when totaled with all other claims, arising out of the same incident or occurrence, mirroring the monetary limits stated in Section 768.28(5), Florida Statutes. This contractual cap is cumulative with, and does not increase or waive, the SHERIFF's sovereign-immunity limits for claims in tort; in no event shall the SHERIFF's combined liability for tort and non-tort claims arising out of the same incident or occurrence exceed the sum of $200,000 to any one person or $300,000 in the aggregate. In no event shall the SHERIFF be liable for any special, incidental, indirect, consequential, exemplary, or punitive damages, for lost profits or revenues, or for prejudgment interest. Nothing in this Section limits VENDOR's obligations or the SHERIFF's rights and remedies against VENDOR.

19. Subcontractors and Assignment

19.1 VENDOR is solely responsible for the satisfactory provision of goods and services and for the acts and omissions of any subcontractor. VENDOR shall not subcontract any portion of the work, nor assign or transfer any interest in this Agreement, without the SHERIFF's prior written approval. Where a subcontractor is authorized, VENDOR shall require the subcontractor to comply with all terms of this Agreement, report to and bill VENDOR directly, and comply with equal-employment, anti-discrimination, and legal-workforce requirements.

19.2 Any Platform Terms provision permitting VENDOR to assign freely while restricting the SHERIFF, or restricting the SHERIFF's assignment, is superseded; assignment by either Party requires the other Party's prior written consent. This Agreement remains in effect irrespective of who serves as SHERIFF, that being an elected position subject to change.

20. Security and Background Checks

20.1 Due to the confidential and sensitive nature of the SHERIFF's work, VENDOR and its employees and subcontractors may be subject to background checks upon the SHERIFF's request. VENDOR shall provide information necessary to permit the SHERIFF to conduct background checks on persons entering secure areas or accessing secure information. The SHERIFF may limit or refuse access to any person at his sole discretion, and VENDOR shall abide that decision without cost or penalty to the SHERIFF.

21. Force Majeure

21.1 Neither Party is responsible for any delay or failure in performance to the extent caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar cause beyond its control and without its fault or negligence. The affected Party shall notify the other in writing within fourteen (14) calendar days after the beginning of the cause. If a Party's performance is delayed more than thirty (30) calendar days after the other Party receives such notice, the non-affected Party may terminate this Agreement

without liability. Force majeure does not excuse VENDOR's obligations to safeguard, preserve, and return OCSO Data.

22. Governing Law, Venue, and Dispute Resolution

22.1 **Governing Law and Venue.** This Agreement is governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts-of-laws principles. All actions, whether in contract or tort, relating to the validity, construction, interpretation, and enforcement of this Agreement shall be instituted and litigated exclusively in the courts of the State of Florida located in Orange County, Florida, and the Parties submit to the jurisdiction of those courts. Any provision of the Platform Terms designating Utah (or any jurisdiction other than Florida) as the governing law or venue is void and of no force or effect.

22.2 **No Arbitration.** The SHERIFF does not agree to binding arbitration or mediation and does not waive his right to use the courts. Any arbitration provision in VENDOR's Other Writing is void as against the SHERIFF.

22.3 **No Attorney's Fees Against the SHERIFF.** No term obligating the SHERIFF to pay the costs of collection, attorney's fees, or a prevailing-party fee award shall have any force or effect against the SHERIFF or its employees or agents; any "prevailing party" or "loser pays" fee provision in the Platform Terms is void as against the SHERIFF.

23. Third-Party Participation

23.1 Participation in and use of this Agreement by a Third-Party Participant is open to public and nonprofit entities located in Florida, at the Third-Party Participant's sole discretion. A Third-Party Participant must indicate its intent to access this Agreement in a written instrument executed by both VENDOR and the Third-Party Participant; order flow and procedure will be developed jointly. The Third-Party Participant is solely responsible for payment to VENDOR, and the SHERIFF has no liability for any unpaid invoice of any Third-Party Participant. The SHERIFF makes no representation or guaranty regarding any purchases by a Third-Party Participant and is not responsible for VENDOR's performance to any Third-Party Participant.

24. Miscellaneous

24.1 **Void Terms.** None of the following terms in VENDOR's Other Writing has any effect against the SHERIFF or its employees or agents: (a) any term requiring the SHERIFF to maintain insurance; (b) any term granting VENDOR a security interest in property owned or controlled by the SHERIFF; (c) any term obligating the SHERIFF to pay collection costs or attorney's fees; (d) any term allowing VENDOR to modify the Agreement unilaterally; (e) any term stating VENDOR's standard form or platform terms prevail over this Agreement; (f) any term granting VENDOR the right to audit the SHERIFF except as required by law; (g) any non-solicitation or no-hire term restricting the SHERIFF's employment of persons; and (h) any term granting VENDOR the right to use the SHERIFF's name, marks, or logos in marketing or publicity without the SHERIFF's prior written consent.

24.2 **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions remain valid and binding, unless the invalidity would cause the Agreement to fail its purpose.

24.3 **No Waiver.** No waiver of any provision constitutes a waiver of any other provision or a continuing waiver. Failure to enforce any provision does not operate as a waiver of the right to enforce it.

24.4 **Amendment.** No change or modification to this Agreement or any attachment has any force or effect unless reduced to writing, dated, made part of this Agreement, and executed in the same manner as this Agreement.

24.5 **Entire Agreement.** This Agreement, together with the OCSO STC and the incorporated documents in Section 1.3, constitutes the entire agreement of the Parties relating to its subject matter and supersedes all prior or contemporaneous agreements, representations, and understandings, whether written or oral. The Platform Terms apply only to the extent not superseded under Sections 1.1 through 1.4 and the remainder of this Agreement.

24.6 **Notices.** Notices under this Agreement shall be in writing and delivered to the authorized agents of the Parties at the addresses set forth below (or as updated by written notice):

As to the SHERIFF: Quality Assurance, Attn: Accreditation Manager; 2500 W. Colonial Drive; Orlando, FL 32804; Email: Accreditation@ocsofl.com, with a copy to SO-AS-LegalServices@ocsofl.com

As to VENDOR: Rotazio DBA TowPro

The undersigned Parties agree to the terms and conditions set forth above.

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SIGNATURE PAGE TO FOLLOW]

SHERIFF'S OFFICE OF ORANGE COUNTY, FLORIDA

John W. Mina
as Sheriff of Orange County, Florida

9.4.26
Date

FOR USE AND RELIANCE ONLY BY THE SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS 1st DAY OF September 20 26 .

Assistant or General Counsel
Orange County Sheriff's Office

ROTAZIO, INC., D/B/A TOWPRO

Julie Edwards
Julie Edwards
Owner

8/27/26
Date

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ATTACHMENT A

FIRST AMENDMENT TO THE TOW MANAGEMENT SERVICES AND SOFTWARE-AS-A-INTEGRATION AND RECONCILIATION AGREEMENT

This First Amendment to the Tow Management Services and Software-as-a-Service Integration and Reconciliation Agreement (this "**First Amendment**") is entered into by and between **John W. Mina, in his official capacity as Sheriff of Orange County, Florida** ("**SHERIFF**" or "**OCSO**"), and **Rotazio, Inc., d/b/a TowPro**, ("**TowPro**" or "**VENDOR**") (each a "**Party**" and collectively the "**Parties**").

RECITALS

The Parties entered into that certain Tow Management Services and Software-as-a-Service Integration and Reconciliation Agreement, effective as of September 4, 2026, the date of execution by the last signing Party (the "Existing Agreement").

Section 5.1 (Administrative Fee) of the Existing Agreement currently states an Administrative Fee of $27.50 shall be charged to the Provider for each vehicle towed.

The Administrative Fee set forth in the Existing Agreement does not reflect the fee to which the Parties truly agreed, which, as captured in VENDOR's response to Orange County Sheriff's Office Request for Solicitation (RFP) #219-25 — a document incorporated into the Existing Agreement under Sections 1.1 and 1.3 — is $15.00 charged to the Provider for each vehicle towed.

The Parties desire to amend Section 5.1 of the Existing Agreement to correct the stated Administrative Fee from $27.50 to $15.00 so that it reflects the true agreement of the Parties.

Pursuant to Sections 1.4 and 24.4 of the Existing Agreement, no change or modification to the Existing Agreement has any force or effect unless reduced to writing, dated, made part of the Existing Agreement, and executed in the same manner as the Existing Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and the mutual covenants set forth in the Existing Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

Capitalized terms used and not defined in this First Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendment to Section 5.1 (Administrative Fee)

As of the Effective Date (defined below), Section 5.1 of the Existing Agreement is hereby amended by deleting the amount "$27.50" where it appears in the first sentence and substituting in lieu thereof the amount "$15.00," so that the first sentence of Section 5.1 reads in its entirety as follows:

> 5.1 Administrative Fee. VENDOR shall receive payment based upon an Administrative Fee of $15.00 charged to the Provider for each vehicle towed, unless the vehicle is otherwise exempted under Section 5.2. OCSO shall support all reasonable efforts by VENDOR to ensure that Providers shall remit the Administrative Fee properly charged to VENDOR within the first ten (10) days of each month, through the Automated Clearinghouse (ACH) system.

3. Date of Effectiveness; Limited Effect

This Amendment is effective as of September 4, 2026, the Effective Date of the Existing Agreement (the "Effective Date"). The Parties intend this Amendment to correct the Administrative Fee stated in Section 5.1 to reflect the fee to which they agreed as of the Effective Date of the Existing Agreement.

Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import shall mean and be a reference to the Existing Agreement as amended by this First Amendment.

4. Miscellaneous

This First Amendment is governed by, and construed in accordance with, the laws of the State of Florida, without regard to conflicts-of-laws principles, and is subject to the venue and dispute-resolution provisions of Section 22 of the Existing Agreement.

This First Amendment shall inure to the benefit of and be binding upon each of the Parties and their respective permitted successors and permitted assigns.

The headings in this First Amendment are for reference only and do not affect its interpretation.

This First Amendment may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument. Delivery of an executed counterpart of this First Amendment electronically is effective as delivery of an original executed counterpart.

The undersigned Parties agree to the terms and conditions set forth above.

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SIGNATURE PAGE TO FOLLOW]

SHERIFF'S OFFICE OF ORANGE COUNTY, FLORIDA

John W. Mina
as Sheriff of Orange County, Florida

10-15-26
Date

FOR USE AND RELIANCE ONLY BY THE SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS 15th DAY OF October
2026.

Assistant or General Counsel
Orange County Sheriff's Office

ROTAZIO, INC., D/B/A TOWPRO

Julie Edwards

Julie Edwards
Owner

Date

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