MASTER SERVICES AGREEMENT CONTRACT

This Master Services Agreement ("**Agreement**") effective as of 9/28/2026 **("Effective Date")** is entered into by and between Digital Age Tech Consultants, LLC **("Solution Provider")** with a physical address of 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868 and the Town of Dundee, Florida **("Client")** with a physical address of 202 East Main Street, Dundee, FL 33838 **(**each, a **"Party"** and collectively, the **"Parties")**.

WHEREAS, the Parties will outline their respective roles, responsibilities, and expectations concerning the use of the Laserfiche® Software and services/support provided by the Solution Provider to the Client.

THEREFORE, in consideration of the mutual obligations set forth in this Agreement, the Parties hereby agree to the following terms and conditions as detailed below:

1. Scope of Services and Support Agreement

This Agreement outlines the general terms and conditions governing the provision of services and support by the Solution Provider to the Client. Services provided by the Solution Provider will be specified in separate individual documents like Software Contracts and/or Statement of Works **("SOW")** executed under this Agreement. Support will be defined later in this Agreement that ties to the "Laserfiche® Software and Phase 1 SOW Contract" contract. The Solution Provider provided a copy of the "Laserfiche® Software and Phase 1 SOW Contract" document to the Client via an email during the contract phase. The Client acknowledges having received and read the "Laserfiche® Software and Phase 1 SOW Contract" document. Additionally, both Parties need to have the "Laserfiche® Software and Phase 1 SOW Contract" document signed and executed while this Agreement is active.

2. Statement of Work (SOW)

Each project-specific engagement between the Parties will be documented in separate SOWs. The SOWs will include project-specific details, scope of work, pricing, milestones,

and timelines. The SOWs, once executed by both Parties, will be considered an integral part of this Agreement.

3. SOW Payment Terms and Conditions

Payment Terms and Conditions for services provided under this Agreement will be detailed in each separate and respective SOW. Invoices will be submitted by the Solution Provider in accordance with the payment schedule specified in the SOW. Payment for these invoices will be Net 30. The Client can pay the Solution Provider via ACH/Direct Deposit (Solution Provider will provide ACH details after signed contract) or the Client can mail a check to the Solution Provider's business address - 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868. All prices mentioned in the SOWs are in United States Dollars (USD) unless explicitly stated otherwise. Any payments made under this Agreement shall be made in USD.

4. SOW Change Order Process

A. **Defined –** Any changes to the scope, specifications, or deliverables of any of the SOWs provided under this Agreement may be requested by either Party in writing. The Party requesting the change **(**the "**Requesting Party**"**)** shall submit a detailed change request, which shall include a description of the proposed change, the reasons for the change, the impact on the project timeline, and any associated costs.

B. **Change Approval –** Change requests shall be reviewed and approved in writing by both Parties, and a decision will be communicated to the Requesting Party within 14 business days from the date of submission. The Solution Provider shall evaluate the feasibility, impact, and cost of the requested change, and the Client shall assess the impact on project objectives and timelines.

C. **Change Order Agreement –** Upon mutual agreement, a formal Change Order Agreement shall be prepared and signed by both Parties, detailing the approved change, any adjustments to the project timeline, and the associated costs. The Change Order Agreement shall become an integral part of this Agreement.

D. **Effect on Project –** Until a Change Order Agreement is executed, the Solution Provider shall continue to perform the services in accordance with the existing

scope and specifications. No changes shall be implemented without a formal, signed Change Order Agreement.

E. **Payment for Changes –** The Client agrees to pay any additional costs associated with approved changes as outlined in the Change Order Agreement. Payment terms for change orders shall be detailed in the respective Change Order Agreement.

F. **Scope Creep Prevention –** The Parties are committed to minimizing scope creep and will work collaboratively in good faith to ensure that any changes are necessary, well-defined, and have a clear impact on project goals.

G. **Effect on Existing Terms –** The terms and conditions of this Agreement, including provisions related to payment, confidentiality, and other matters, shall remain in effect for the SOW unless expressly modified by an approved Change Order Agreement.

H. **No Unilateral Changes –** Neither Party shall make unilateral changes to the scope of specifications without the written agreement of the other Party.

5. Customer Support

A. **Defined –** The Solution Provider is committed to providing timely support **("Customer Support")** to the Client within the specified times of Monday to Friday from 6AM Pacific Standard Time ("**PST**") to 5PM PST **("Support Hours")**. The Solution Provider recognizes the importance of prompt communication during these hours for effective issue resolution.

B. **Communication Channels –** The Client can initiate Customer Support by sending an email to info@jointhedigitalage.com.

C. **Response Times –** During Support Hours, the Solution Provider commits to responding within up to four hours. For support requests outside of Support Hours, the Solution Provider will acknowledge them within up to four hours when Support Hours resume the upcoming business day.

D. **Resolutions –** Upon acknowledging a support request, the Solution Provider will assess the issue, gather necessary information, identify potential causes, test

possible solutions, and verify system functionality. The Client's cooperation in providing detailed information and timely feedback is essential for an efficient resolution process.

E. **Escalation Procedures –** If the Solution Provider is unable to resolve a support issue, it will be escalated to Laserfiche® Corporate **("Manufacturer")**. The Solution Provider will work closely with the Manufacturer for a speedy resolution. Since the support issue is complex and has been escalated, there is no guarantee that a resolution will occur within two business days, especially in the case of a bug requiring a software update from the Manufacturer. The Solution Provider will inform the Client when a case is escalated and provide updates on its progress and resolution.

F. **Exclusions –** Customer Support covers issues related to the functionality of the Package only and does not extend to third-party software, third-party licenses, hardware, or networking issues. The Client is responsible for seeking support from their respective vendors for third-party software, licenses, hardware, and networking issues. Customer Support does not encompass issues arising from actions taken by the Client.

G. **Client Obligations –** In consideration for successful and swift Customer Support, the Client agrees to provide as much information upfront to the Solution Provider on the issue with the Package. The Client commits to providing a detailed description of the error, the time it occurred, and screenshots of errors messages.

6. Confidentiality

A. **Defined –** "Confidential Information" refers to any non-public information disclosed by either Party that is designated as confidential or reasonably understood to be confidential. This includes, but is not limited to, business plans, technical data, software code, financial information, customer lists, and any other proprietary information.

B. **Obligations of Confidentiality –** Both Parties agree to maintain the confidentiality of any Confidential Information disclosed by the other Party. Each Party shall use the maximum possible degree of care in protecting the other Party's Confidential Information but in no case should it be less than a commercially reasonable degree of care.

C. **Permitted Disclosures –** Confidential Information may be disclosed to employees, contractors, or agents of the receiving Party who have a legitimate need to know the Confidential Information for the purpose of fulfilling the obligations under this Agreement. Such disclosures should be made on a need-to-know basis and for the purpose of fulfilling the obligations under this Agreement. The receiving Party shall ensure that such individuals are bound by confidentiality obligations at least as protective as those set forth in this Agreement.

D. **Exceptions –** The obligations of confidentiality shall not apply to information that:

I. Was publicly known or in the public domain before its disclosure.

II. Becomes part of the public domain through no fault of the receiving Party.

III. Was in the receiving Party's possession prior to the disclosure.

IV. Is obtained independently by the receiving Party without reference to the disclosing Party's Confidential Information.

V. Is required to be disclosed by law, regulation, or court order.

If a disclosure is required by law, the disclosing Party shall provide the other Party with prompt notice and reasonable assistance in contesting such disclosure. Another exception will be made only through written authorization from either Party to share Confidential Information with the public.

E. **Return or Destruction of Information –** Upon the request of the disclosing Party or upon the termination of this Agreement, the receiving Party shall return or destroy all Confidential Information, including any copies, notes, or documents related to such information.

7. Warranty

The Solution Provider represent and warrants that the services, whether performed directly by the Solution Provider or by a third-party engaged by the Solution Provider, will

be performed in a professional and workmanlike manner consistent with industry standards. The Solution Provider further warrants that is has exercised reasonable care and diligence in the selection and oversight of any third party engaged to perform the services.

8. Limitation of Liability

A. **General Limitation –** In no event shall either Party be liable to the Party for any indirect, consequential, special, or punitive damages, including but not limited to loss of profits, data, or business, arising out of or in connection with this Agreement.

B. **Maximum Liability –** The Solution Provider's maximum liability under this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the total fees paid by Client to the Solution Provider under the applicable SOWs giving rise to the liability.

C. **Third Party Services –** Client acknowledges that the Solution Provider may engage in third parties to perform certain aspects of the Services. In such cases, the Solution Provider shall remain responsible for the quality of the Services provided by third parties as if performed by the Solution Provider directly. Notwithstanding and third-party engagements, the Solution Provider's liability for any breach of warranty or other obligations under this Agreement shall not be limited, and the Solution Provider shall ensure that any third parties engaged by the Solution Provider are contractually obligated to comply with the terms and conditions of this Agreement.

9. Indemnification

The Client agrees to indemnify, defend, and hold harmless the Solution Provider, its officers, directors, employees, contractors, and agents from any and all third-party claims, actions, damages, losses, liabilities, expenses (including reasonable attorney's fees and costs), and demands arising from out of or in connection with the Client's actions, omissions, or breach of any representation or warranty under this Agreement. The Solution Provider agrees to indemnify, defend, and hold harmless the Client from and against any claims, liabilities, damages, losses, costs, or expenses (including

reasonable attorneys' fees) arising out of or in connection with the Firm's actions, omissions or breach of any representation or warranty under this Agreement.

10. Survivability

The termination of this Agreement shall not affect the validity or enforceability of any provisions herein that, by their nature, are intended to survive termination. These provisions include, but are not limited to, confidentiality obligations, payment obligations, and any other provisions necessary for the interpretation or enforcement of this Agreement.

11. Severability

If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Any such invalid or unenforceable provision shall be replaced with a valid and enforceable provision that closely aligns with the original intent of the Parties.

12. Force Majeure

Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disasters, accidents, acts of nature, political upheavals, acts of the government, insurrection, strikes, lock-outs, or other serious labor disputes, riots, shortage of materials or supplies, pandemic, epidemic, or any other event beyond the reasonable control of the affected Party **("Force Majeure Event")**.

Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Party in writing, providing full details of the event and its anticipated impact on performance. The affected Party shall make its best effort to mitigate the effects of the Force Majeure Event and to resume performance of its obligations under this Agreement. If a Force Majeure Event prevents the affected Party from performing its obligations for a continuous period of 14 days, the other Party may terminate this Agreement with written notice. During the pendency of a Force Majeure Event, the Parties' obligations under this Agreement, including payment obligations, shall be suspended to the extent they are affected by the Force Majeure Event. Neither Party shall be liable for any damages or penalties arising due to the inability to perform its obligations during the period of the Force Majeure Event.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California in the United States, without regard to its conflict of laws principles. Any dispute arising under or in connection with this Agreement, whether in contract, tort, or otherwise, shall be subject to the exclusive jurisdiction of the federal and state courts located in Orange County, California, in the United States. The Parties agree that the exclusive venue for any legal proceedings, including appellate proceedings, shall be the United States District Court for the Central District of California, located in Orange County, California. Each Party hereby consents to the personal jurisdiction of such courts.

14. Dispute Resolution

A. **Mediation –** In the event of any dispute or claim arising under this Agreement, the Parties agree to attempt resolution through mediation within 30 days. Mediation shall be conducted by a neutral third-party mediator, jointly selected by the Parties, with the costs shared equally. The mediator's decision is not binding but serves as a basis for further negotiations.

B. **Arbitration –** If mediation does not result in a resolution within 30 days, the Parties shall proceed to binding arbitration. The arbitration shall follow the rules and procedures of an Arbitration Service Provider jointly selected by the Parties. The arbitration process shall take place in Orange County, California. The arbitrator shall apply the laws of the State of California in resolving the dispute. The arbitration award will be final and binding, and judgement on the award may be entered in any court having jurisdiction.

C. **Arbitrator Selection –** The Parties shall jointly select the arbitrator. In case of failure to agree within 30 days, an arbitrator shall be chosen that is based in Orange County, California. If, after 60 days, no agreement is reached, each Party shall select an independent arbitrator, and the two shall jointly select a third arbitrator who has 10 plus years of experience in the legal field.

D. **Costs and Fees –** The costs of arbitration, including arbitrator fees and any administrative fees, shall be shared equally by the Parties. Each Party shall bear its own legal fees and costs, unless otherwise awarded by the arbitrator. If any Party refuses to participate in arbitration or fails to pay its share of the costs, the other Party may seek legal remedies to enforce participation or payment.

E. **Enforceability –** The decision of the arbitrator shall be legally binding on both Parties and may be enforced in any court of competent jurisdiction.

F. **Recovery of Fees by Prevailing Party –** If any legal action, including arbitration, arises to enforce or interpret this Agreement, the non-prevailing Party shall pay the prevailing Party reasonable attorneys' fees and other associated costs (including expert witness fees). This payment shall apply both to the enforcement of the judgement and any appeals in favor of the prevailing Party. The Parties intend for this provision to be separate from other clause in the Agreement, ensuring its survival and independence from any judgement made.

15. Miscellaneous

A. **Amendments –** This Agreement may only be modified in writing and signed by both Parties.

B. **Assignment –** Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except for assignments related to a change in control of the assigning Party's ownership.

C. **Waiver –** The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or the right to enforce it at a later time.

D. **Notices –** All notices, requests, and other communications required or permitted under this Agreement shall be in writing and delivered to the addresses specified in this Agreement. Notice delivery may be by certified mail, email, or any other means agreed upon by the Parties in writing.

E. **Headings –** The headings in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

F. **Execution –** This Agreement may be executed by electronic or digital signature, which shall be deemed equivalent to an original signature.

G. **Language –** This Agreement is executed in the English language, which shall be the governing language for any interpretation or dispute resolution.

H. **Legal Representation –** The Parties acknowledge that they had an opportunity to consult with independent legal counsel individually before entering into this Agreement.

I. **Electronic Communication –** The Parties agree that electronic communication (e.g., email) may be used for the purpose of this Agreement. Emails are listed under the respective Party at the "Addresses for Notices" section.

J. **Third Parties –** Except as expressly provided in this Agreement, nothing in this Agreement shall confer any rights, remedies, or claims upon any person or entity not a Party to this Agreement.

K. **Incorporation –** The preceding sections and clauses referenced in this Miscellaneous section are incorporated by reference as if fully set forth herein.

In conclusion, the Parties have read, understood, and agreed to the terms and conditions of this Agreement. This Agreement is legally binding due to the executed signatures below from each respective authorized contact from each Party.

Digital Age Tech Consultants, LLC **("Solution Provider")**	Town of Dundee, Florida **("Client")**
Signed for and on behalf of Digital Age Tech Consultants, LLC	Signed for and on behalf of Town of Dundee, Florida
By:_____ Name: Tim Yuniskis Title: Vice President of Business Strategy	By:_____ Name: Erica Anderson Title: Town Clerk
Date:_____	Date:_____

Addresses for Notices:

If to Solution Provider:
Attention: Tim Yuniskis
Digital Age Tech Consultants, LLC
1100 W. Town and Country Rd., Suite 1250
Orange, CA 92868
tim@jointhedigitalage.com

If to Client:
Attention: Erica Anderson
Town of Dundee, Florida
202 East Main Street
Dundee, FL 33838
eanderson@townofdundee.com