



**TODOVERDE CV LLC
CUSTOMER CONSENT**

This document grants TODOVERDE LLC to access the specific customer data described in section 2 below to the authorized parties identified in Section 3 below.

1. Authorization to Release Information:

Please sign in the spaces below to authorize Todo Verde LLC and its partners or contractors to access your data collection.

Company Name: City of Joshua

Printed Name: Mike Peacock

Title: City Manager

Date: 6/12/22

Signature: [Signature]

2. Information to be Released:

Please specify the information to be released. The Confidential Information to be disclosed under this Agreement is described as follows:

Type of Information: Agreements, service orders, billing, Connectivity and account data to complete our consulting engagement.

3. Authorized Parties:

Please identify the person(s) or company that is to receive the information mention in section 2 above if different then the Company making the request.

Company Name: _____

Individual: _____

Address: _____

Phone or email number: _____

This Agreement shall be construed in accordance with the laws of the State of Texas.

This Agreement represents the entire agreement of the Parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties with respect thereto.



Master Products and Services Agreement

Agreement

This Master Products and Services Agreement (the "Agreement") is made and entered into this ____ day of _____, 2022, ("Effective Date") by and between **TODOVERDE LLC** ("TodoVerde"), with offices at **8008 Vineyard Ct Burleson TX, 76028** and _____ ("Client"), with offices at _____.

In exchange for payment by Client of the charges and any applicable taxes arising under this Agreement, TodoVerde agrees to provide professional consulting services ("Services"), software ("Software") and hardware ("Hardware") to Client as more fully set forth in any Statement of Work ("SOW"), Purchase Order ("PO") or other agreement executed by and between the parties on or after the Effective Date. Any such SOW, PO or other agreement including any revised versions thereof shall be made part of this Agreement as though fully set forth herein.

This Agreement consists of this signature page and the following sections that are incorporated in this Agreement by this reference:

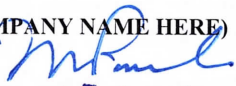
1. TodoVerde Responsibilities
2. Client Responsibilities
3. Limitation of Liability
4. General Terms

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Agreement to be duly executed.

TODOVERDE LLC

(INSERT COMPANY NAME HERE)

By: _____
Name: Jeff Ramey
Title: Owner
Date: 6/13/2022

By: 
Name: Mike Peacock
Title: City manager
Date: 6/17/2022



Master Products and Services Agreement

1. TodoVerde Responsibilities:

- 1.1. **Services** – TodoVerde will perform the Services described in this Agreement and any incorporated SOW, PO or other agreement hereafter executed by the parties pursuant to this Agreement; Services may include professional consulting services as well as support services for Hardware and Software to be provided as reflected in Section 1.2 below.
- 1.2. **Hardware and Software** – TodoVerde will sell to Client Hardware and Software described in this Agreement and/or any incorporated SOW, PO or other agreement hereafter executed by the parties pursuant to this Agreement. The specific Hardware or Software to be provided as well as the terms and conditions under which such sales shall be accomplished will be more fully set forth in SOW's, POs or other agreements executed by and between the parties.
- 1.3. **Assignment of Rights and Interests:**
 - 1.3.1. Each party acknowledges that the other party will own all rights to all data, information, techniques, methodologies and materials, including any patents, patent rights, copyrights, trademarks, trade secret rights and other intellectual property rights embodied therein, that such party owned prior to the commencement of this Agreement ("Pre-existing Intellectual Property Rights").
 - 1.3.2. The Parties agree that any patentable or copyrightable material, trade secret, or other intellectual property rights which are based on, are an improvement on, or which relate to TodoVerde Pre-existing Intellectual Property Rights that may arise out of the performance of this Agreement or any incorporated SOW, PO or other agreement associated with this Agreement by TodoVerde (the "Improvements") to the extent that such improvements do not contain any proprietary or confidential material of Client shall be the sole and exclusive property of TodoVerde.
 - 1.3.3. The parties agree that any patentable or copyrightable material, trade secrets or other intellectual property rights which are based on, are an improvement on, or which directly relate to Client's Pre-existing Intellectual Property Rights that arise out of the performance of this Agreement or any incorporated SOW, PO or other agreement associated with this Agreement by Client, TodoVerde or TodoVerde personnel ("Client's Related Rights") shall be the sole and exclusive property of Client.
 - 1.3.4. In the event TodoVerde Pre-existing Intellectual Property Rights or Improvements thereto (collectively "TodoVerde Related Rights") are incorporated into the work product provided under this Agreement or are necessary for Client to use such work product, TodoVerde hereby grants a royalty-free, irrevocable, worldwide, nonexclusive, perpetual license to Client to use, disclose, reproduce, sublicense, modify, prepare derivative works from, perform and display TodoVerde Related Rights for the sole purpose of utilizing the work product internally.
- 1.4. **Invoicing** – TodoVerde shall invoice Client monthly for Professional Services rendered, and for any Software or Hardware sold to Client at the time of any such sales pursuant to applicable SOW's, PO's or other agreements unless expressly specified otherwise in an associated agreement by and between the parties. Invoices for low voltage fixed price SoWs will be invoiced 50% upon delivery of materials and 50% on completion. Time and Material projects will be invoiced monthly under milestone schedules that are agreed to by both parties. Each invoice will indicate the nature of the Services provided and/or the identity and quantity of any specific Hardware or Software sold to Client, as well as the agreement (SOW, PO or other agreement) under which the Services were performed or the Hardware or Software was provided. In addition, TodoVerde will invoice Client for all other direct, non-labor charges, if any, incurred by TodoVerde. Such charges may include, by illustration, travel, lodging, automobile rental, meals and incidentals, computer time, telephone charges (remote connection to Client's computer), copy charges, publications (printing, graphics), purchased software, shipping charges, and miscellaneous materials required for TODOVERDE to perform its obligations under this Agreement.



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FOB Shipping Point. Transportation costs are paid by the Customer and title passes when the carrier takes possession of the goods.

- 2.2. **Confidentiality** – In the course of performing their respective obligations under this Agreement, either party (the “Disclosing Party”) may disclose to the other party (the “Receiving Party”) certain information that the Disclosing Party regards as proprietary and confidential in nature, including but not limited to trade secrets; inventions; innovations; processes; records; business and product processes, methods and customer lists; accounts and procedures; software; products; and, consulting methodologies and specifications owned or licensed by the Disclosing Party and/or used by Disclosing Party in connection with the operation of its business (hereinafter “Proprietary Materials”) that may or may not be licensed under separate agreements. The Receiving Party agrees to safeguard and keep confidential the Proprietary Materials, and to use such Proprietary Materials only internally in the course of the Receiving Party’s business. The Receiving Party will limit the use of, and access to, the Proprietary Materials to the Receiving Party’s employees whose use of, or access to, the Proprietary Materials is necessary for the Receiving Party’s internal business use. The Receiving Party will have in effect, and will enforce, rules and policies designed to protect against unauthorized use or reproduction of the Proprietary Materials and other confidential information, including instruction of and written agreements with the Receiving Party’s employees and contractors to insure that they use and protect the Proprietary Materials in a manner which protects the Disclosing Party’s proprietary rights. The Receiving Party shall not provide access to the Disclosing Party’s Proprietary Materials to any third party unless such third party has signed a confidentiality agreement with the Disclosing Party. The Receiving Party shall have no obligation of confidentiality with respect to Proprietary Materials that: (i) were rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) were, or subsequently become, legally and publicly available without breach of this Agreement; (iii) are rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) are developed by or for the Receiving Party without use of the Proprietary Materials and such independent development can be shown by documentary evidence; (v) become available to the Receiving Party by wholly lawful inspection or analysis of products offered for sale; (vi) are transmitted by a party after receiving written notification from the other party that it does not desire to receive any further Proprietary Materials; or (vii) are disclosed by the Receiving Party pursuant to a valid order issued by a court or government agency, provided that the Receiving Party provides the Disclosing Party (a) prior written notice of such obligation and (b) the opportunity to oppose such disclosure or obtain a protective order.
- 2.3. **Cooperation** – Client agrees that where participation by its own staff is necessary to TodoVerde’s provision of the Services or its other performance obligations under this Agreement, such staff shall possess the appropriate skills, experience and authority for the tasks assigned to them and shall be available at such times as are agreed by the parties. Client agrees to designate a member of its staff who shall have the authority to represent Client on all technical and staffing matters relating to the Services, Hardware or Software to be provided. Client will allow TodoVerde consultants, technicians and all other employees working under this Agreement all public holidays as recognized by Client. If monthly rates are used, these monthly rates are inclusive of all public holidays recognized by Client.
- Client will provide TodoVerde with: a) a safe and suitable environment in which to perform its obligations under this Agreement, b) full and free use of data communications/telecommunication facilities as necessary to perform such obligations, and c) the right, under Client’s license or agreement with each third-party licensor of software utilized by Client and relating to the Agreement, for TodoVerde to perform its obligations with respect to such software. Client shall indemnify and hold harmless TodoVerde from all costs, claims, expenses, damages, and/or liability that TodoVerde incurs as a result of any failure or claimed failure by Client to provide the rights or fulfill its obligations referenced in this Section 2.3.
- 2.4. **Taxes** – The charges by TodoVerde under this Agreement and related agreements do not include taxes or duties. If TodoVerde is required to pay or collect any federal, state, local, value added, goods and services, or any other similar taxes or duties based on Services provided or sales of Hardware or Software under this Agreement, then such taxes and/or duties shall be invoiced to and paid by Client; this shall not apply to taxes based on TodoVerde income.



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1.5. Warranty, Disclaimer and Exclusive Remedy

- 1.5.1. TodoVerde warrants that qualified personnel will perform the Services and that the Services will be of the kind and quality described in the Agreement.
- 1.5.2. With regard to any products (Hardware or Software) manufactured by a third party and purchased by Client from TodoVerde pursuant to this Agreement and any associated agreement including but not limited to any incorporated SOW, PO, or other agreement or proposal associated with this Agreement, TodoVerde will provide a copy of the equipment warranty and/or end user Software license agreement issued or provided by the manufacturer of said product upon request by the Client. **TodoVerde makes no independent warranty with respect to any such products or software (Hardware or Software) and provides no independent license with respect to any software (Software).**
- 1.5.3. NEITHER TODOVERDE NOR ITS SUPPLIERS EXTEND ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EITHER TO CLIENT OR TO THIRD PARTIES, FOR ANY PRODUCTS (HARDWARE OR SOFTWARE) PROVIDED TO CLIENT UNDER THIS AGREEMENT OR ANY ASSOCIATED OR INCORPORATED AGREEMENT, INCLUDING ANY SOW OR PO. **CLIENT AGREES TO LOOK SOLELY TO THE MANUFACTURER FOR ITS WARRANTY AND ANY EXCLUSIVE REMEDIES WITH RESPECT TO ANY PRODUCTS (HARDWARE OR SOFTWARE) COVERED BY THIS AGREEMENT.** NEITHER TODOVERDE NOR ITS SUPPLIERS SHALL BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY INTERRUPTION IN SERVICE OF ANY HARDWARE, SOFTWARE OR SYSTEM, OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CLIENT'S USE OF (OR INABILITY TO USE) OR A THIRD PARTY'S UNAUTHORIZED USE OF SUCH PRODUCTS (HARDWARE OR SOFTWARE), EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT, OR FOR COMMERCIAL LOSS OF ANY KIND, REGARDLESS OF WHETHER CLIENT OR ITS SUPPLIERS AND AGENTS HAVE BEEN ADVISED OF SUCH POSSIBILITY.
- 1.5.4. IN ALL SITUATIONS INVOLVING PERFORMANCE OR NONPERFORMANCE BY TODOVERDE UNDER THIS AGREEMENT, CLIENT'S SOLE AND EXCLUSIVE REMEDY IS TO (1) REQUIRE RE-PERFORMANCE OF THE SERVICES TO CLIENT'S REASONABLE SATISFACTION; (2) IN THE EVENT RE-PERFORMANCE IS NOT SATISFACTORY BY THIS STANDARD, CLIENT MAY TERMINATE THE APPLICABLE ORDER CLAIMED TO HAVE BEEN BREACHED BY WRITTEN NOTICE TO TODOVERDE AND RETURN THE PRODUCT; AND, (3) IN THE EVENT RE-PERFORMANCE IS NOT SATISFACTORY AND AN ORDER IS TERMINATED, CLIENT MAY RECEIVE A PRO RATA REFUND OF ANY PRE-PAID SERVICE FEES, LESS ANY SUMS DUE AND OWING TO TODOVERDE UPON RETURN OF THE PRODUCT AND DOCUMENTATION.

2. Client Responsibilities:

- 2.1. **Payment and Terms of Sale** – Client shall pay all amounts invoiced by TodoVerde, regardless of the expiration or termination of this Agreement or any incorporated SOW, PO or other agreement or proposal associated with this Agreement, without right of set-off within thirty (30) days of the date of the invoice. These terms supersede any/all previous oral and/or written instructions or agreements, including Client SOW's or PO's. TodoVerde specifically reserves the right to assign all or any part of the proceeds of this Agreement to a third party. All goods are shipped



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3. Limitation of Liability & Indemnification:

- 3.1. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE CUMULATIVE AGGREGATE LIABILITY OF TODOVERDE FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, ATTORNEYS' FEES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY RELEVANT AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, UNDER ANY STATUTE, OR OTHERWISE, SHALL BE LIMITED TO THE REPAIR, REPLACEMENT OR CORRECTION OF THE SERVICES OR HARDWARE OR SOFTWARE OR, IF TODOVERDE REASONABLY DETERMINES IN ITS SOLE DISCRETION THAT SUCH REMEDY IS NOT ECONOMICALLY OR TECHNICALLY FEASIBLE, TO THE LESSER OF (I) THE AMOUNT PAID BY CLIENT UNDER THE TERMS OF THIS AGREEMENT OR ANY INCORPORATED OR RELATED AGREEMENT FOR THE SERVICES OR HARDWARE AND SOFTWARE, IF ANY; OR (II) THE MAXIMUM LIMITS OF ANY OF TODOVERDE'S APPLICABLE INSURANCE COVERAGE.
- 3.2. EXCEPT FOR DAMAGES ARISING FROM A BREACH OF CONFIDENTIALITY OBLIGATIONS, IF ANY, IN NO EVENT SHALL TODOVERDE OR CLIENT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING FROM THE AGREEMENT GIVING RISE TO THE LIABILITY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR GOODWILL OR LOST REVENUES OR LOSS OF RECORDS OR DATA, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, EVEN IF TODOVERDE OR CLIENT HAS, OR SHOULD HAVE, ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.
- 3.3. CLIENT, IF NOT A PUBLIC ENTITY, TEXAS MUNICIPALITY, OR OTHER GOVERNMENT AGENCY; AGREES TO INDEMNIFY AND HOLD HARMLESS TODOVERDE, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ANY LIABILITY, LOSS, ASSESSMENT OR DAMAGE THEY MAY SUFFER AS A RESULT OF CLAIMS, ACTIONS, DEMANDS, COSTS OR JUDGMENTS AGAINST THEM ARISING OUT OF THE ACTIVITIES TO BE CARRIED OUT PURSUANT TO THE OBLIGATIONS OF THIS AGREEMENT OR ANY INCORPORATED PROJECT PLAN, STATEMENT OF WORK, PURCHASE ORDER OR OTHER PROPOSAL OR AGREEMENT ASSOCIATED WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, (A) THE USE BY CLIENT OF THE RESULTS OBTAINED FROM THE ACTIVITIES PERFORMED BY TODOVERDE UNDER THIS AGREEMENT, OR (B) ANY PROPERTY TAX LIABILITY TODOVERDE MIGHT INCUR OR HAVE ASSESSED AGAINST IT BY A TAXING AUTHORITY AS A RESULT OF TODOVERDE OWNING OR HOLDING PROPERTY FOR OR ON BEHALF OF CLIENT OR THAT WILL BE TRANSFERRED TO CLIENT UNDER THIS AGREEMENT. CLIENT SHALL INDEMNIFY TODOVERDE FOR ANY AND ALL SUCH PROPERTY TAXES, AND RELATED INTEREST AND PENALTIES WHICH MAY BE ASSESSED. NOTWITHSTANDING THE FOREGOING, ANY LIABILITY, LOSS OR DAMAGE RESULTING FROM THE NEGLIGENCE OR WILLFUL



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MALFEASANCE OF ANY OFFICER, DIRECTOR, AGENT OR EMPLOYEE OF TODOVERDE IS EXCLUDED FROM THIS AGREEMENT TO INDEMNIFY AND HOLD HARMLESS.

4. General Terms:

- 4.1. This Agreement shall commence when fully executed by the parties hereto and shall remain in effect until terminated by either party upon thirty (30) days prior written notice provided that no associated or incorporated agreement is in effect.
- 4.2. In the event of any failure to make a payment due hereunder, the insolvency of Client, the filing of a petition in bankruptcy by or against Client, the appointment of a receiver for Client, an assignment for the benefit of creditors of Client, or the Client's failure to meet any of its responsibilities hereunder, TodoVerde may terminate this Agreement or any associated or incorporated agreements, refuse to provide or suspend Services thereunder, cancel or suspend any orders for Hardware or Software and exercise any or all other rights and remedies provided by law.
- 4.3. The following provisions shall survive the termination of this Agreement: Sections 1.1, 1.2, 1.3, 1.5, 2.1, 2.2, 2.4, 3.1, 3.2, 3.3 and 4.4.
- 4.4. Client recognizes that TodoVerde has made a substantial investment in recruiting and/or retaining employees, contractors and/or other resources. As such, during the term of this Agreement and for 12 months thereafter, Client agrees that it shall not, directly or indirectly hire or retain for employment (or any other professional relationship, contractor association, etc.) any employee or contractor of TodoVerde who was involved in the services performed hereunder. If during the term of this Agreement or for twelve months thereafter, Client directly or indirectly retains the services (whether as an employee, independent contractor, or otherwise) of any employee or contractor of TodoVerde who was involved in the services provided hereunder or who otherwise provided services for Client on behalf of TodoVerde, Client agrees that TodoVerde will be damaged, but that the amount of this damage will be difficult to determine. Accordingly, Client agrees that for each such TodoVerde employee or other professional hired by Client, Client will pay TodoVerde an amount equivalent to one year of the employee's or other individual's salary or other compensation.
- 4.5. In performing this Agreement, TodoVerde is acting as an independent contractor and not as an employee or agent of Client. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Each party agrees that it has no authority hereunder to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other party.
- 4.6. TodoVerde staff performing the Services and/or selling Hardware or Software to Client shall at all times remain under the direction and control of TodoVerde. TodoVerde reserves its rights to replace any TodoVerde employee with another of like qualifications and experience. Reasonable notice will be given when such replacement is required and TodoVerde shall endeavor to maintain continuity of effort. For purposes of this Agreement, TodoVerde shall be permitted to subcontract portions of its obligations under this Agreement including the Services to be performed under this Agreement to third parties.
- 4.7. The obligations of either TodoVerde or Client (except Client's payment obligation) hereunder shall be suspended to the extent that such party is hindered or prevented from complying therewith because of labor disturbances, acts of God, fires, storms, accidents, riot, governmental regulations, or any cause whatsoever not within its control.
- 4.8. This Agreement shall be construed in accordance with the internal laws of the State of Texas (irrespective of its choice of law principles). If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force, and the remainder of



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this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as to best effect the intent of the parties hereto.

- 4.9. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment, indemnification, or breach of either party's intellectual property or confidentiality rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has accrued.
- 4.10. Each party agrees to comply with all relevant laws and regulations of the United States and the country or territory in which the Services are provided, including but not limited to export laws ("Laws") to assure that neither any deliverable, if any, nor any direct product thereof is: a) exported, directly or indirectly, in violation of Laws, or b) intended to be used for any purposes prohibited by the Laws, including without limitation encryption technology, nuclear, chemical, or biological weapons proliferation.
- 4.11. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Texas or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction. In the event of any dispute arising out of this Agreement, the prevailing party shall be entitled to recover from the other party all of its reasonable attorneys' fees and costs (including, without limitation, expert costs) incurred in connection with such dispute, including but not limited to all reasonable arbitration costs and expenses.
- 4.12. This Agreement, and any incorporated SOW, PO or other proposal or agreement executed by and between the parties pursuant to this Agreement as well as TodoVerde invoices arising thereunder, constitute the complete and exclusive statement of the parties' agreement about the Services to be performed and Hardware or Software to be provided under the Agreement(s), and supersede all prior communications relating to the subject matter of the Agreement(s). Additional or conflicting terms of any current or future Client SOW, PO or other agreement are hereby rejected. This Agreement can be modified only in writing signed by an authorized signatory of each of the parties. The section titles contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Both TodoVerde and Client have read this Agreement, understand it, and accept its terms. The above signed each represent and warrant that he or she has authority to enter into and execute this Agreement on behalf of the party for whom he or she is signing.