

**AGREEMENT FOR VEGETATION MANAGEMENT SYSTEM  
WITH AI AND SATELLITE IMAGERY**

**THIS AGREEMENT FOR A VEGETATION MANAGEMENT SYSTEM WITH AI AND SATELLITE IMAGERY** (“Agreement”) is made as of 12/17/2025, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, (“CITY”), and **AiDASH, Inc.**, a corporation authorized to do business in the State of Florida, located at 575 High Street, Suite 200 Palo Alto, CA 94301 (“CONTRACTOR”).

**RECITALS**

**WHEREAS**, the CITY’s Electric Department is in need of a Vegetation Management System with AI and Satellite Imagery; and,

**WHEREAS**, the City issued a Request for Proposals #25-202 for a Vegetation Management System with AI and Satellite Imagery (“RFP”); and

**WHEREAS**, CONTRACTOR has provided the CITY with a written proposal in response to the RFP to provide the system and services as described and set out in the RFP; and

**WHEREAS**, the CITY desires to accept the CONTRACTOR’s proposal for CONTRACTOR to provide a Vegetation Management System with AI and Satellite Imagery consistent with the RFP and the CONTRACTOR’s proposal as further provided herein; and

**WHEREAS**, the CONTRACTOR further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner; and

**WHEREAS**, the CITY finds entering this Agreement with the CONTRACTOR serves a valid public purpose.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the CITY and the CONTRACTOR agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONTRACTOR’S SERVICES.** As more specifically set forth in the RFP and the CONTRACTOR’s proposal, with the RFP and the CONTRACTOR’s proposal incorporated herein by reference, the CONTRACTOR will provide a Vegetation Management System with AI and Satellite Imagery to the CITY as a turnkey solution for a vegetation management system with a graphical user interface, subject to the Software License and SaaS Terms attached as Exhibit A, which shall govern access to and use of the platform.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that CONTRACTOR will act hereunder as an independent contractor and none of CONTRACTOR’s officers, directors, employees, independent contractors, representatives or agents performing services for CONTRACTOR pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the CITY and CONTRACTOR is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM, TIME AND TERMINATION.**

(a) Term. The term of this Agreement shall commence upon the execution of this Agreement by the CITY and shall be for a term of five (5) years unless earlier terminated as stated herein. The term may be extended by written agreement of the parties. The Subscription Service shall commence on December 31, 2025 ("Subscription Start Date") and shall continue for the full term of this Agreement, ending on January 31, 2031 ("Subscription End Date"), unless earlier terminated in accordance with the provisions herein.

(b) Time for Completion. Time is of the essence in the performance of this Agreement.

(c) Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. CONTRACTOR or CITY may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, CONTRACTOR or CITY shall resume its performance as soon as is reasonably possible. Upon CONTRACTOR' request, the CITY shall consider the facts and extent of any failure to perform the services and, if CONTRACTOR' failure to perform was without its fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the CITY's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than five (5) days before a notice of delay or claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

(d) Termination. At any time after providing thirty (30) days written notice, either party may terminate this Agreement without cause by giving written notice of termination to the other party. If City terminates this Agreement for convenience, no refund will be issued, and City remains obligated to pay all subscription fees for the then-current annual term.

(e) Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

(f) Early Termination. If this Agreement is terminated before the completion of all services by either party, CONTRACTOR shall:

1. Stop services on the date and to the extent specified.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the CITY in the format acceptable to CITY
3. Continue and complete all parts of the services that have not been terminated.

(g) Termination for Non-appropriation. Notwithstanding the foregoing, the parties acknowledge and agree that City is a municipal corporation of the State of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by City of funds sufficient to pay the costs associated herewith in any fiscal year of City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by City's governing board in any fiscal year to pay the costs associated with City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by City to be, insufficient to pay the costs associated with City's obligations hereunder in any fiscal period, then City will notify CONTRACTOR of such occurrence and either party may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without

penalty or expense to City of any kind whatsoever; however, City shall pay CONTRACTOR for all services performed under this Agreement through the date of termination, provided that no refunds will be issued.

(h) Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

#### **SECTION 5: COMPENSATION.**

(a) Compensation. The City agrees to compensate the CONTRACTOR in accordance with the CONTRACTOR's proposal. **The total amount to be paid to the CONTRACTOR under this Agreement is Thirty-Five Thousand Dollars (\$35,000.00) annually.** Fees are exclusive of taxes. The City shall not reimburse the CONTRACTOR for any additional costs incurred as a direct or indirect result of CONTRACTOR providing services to the City under this Agreement, provided that City shall also pay any pre-approved travel and out-of-pocket expenses incurred by CONTRACTOR in connection with the Services rendered if such expenses were pre-approved in writing in advance. No changes in the stated compensation shall be authorized unless approved in writing by the City.

(b) Invoices. CONTRACTOR shall render invoice(s) to the City consistent with the CONTRACTOR's proposal for services that have been rendered in conformity with this Agreement. Invoices will normally be paid within thirty (30) days of the City's receipt of each invoice.

**SECTION 6: INDEMNIFICATION.** CONTRACTOR, its officers, employees and agents shall indemnify and hold harmless the City, including its officers and employees from claims, including liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the gross negligence, of the CONTRACTOR, its officers, directors, employees, representatives and agents employed or utilized by CONTRACTOR in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or CONTRACTOR, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes, the limitations of which the parties hereto agree shall apply whether the claim or cause of action is brought in tort or in contract

In addition, CONTRACTOR will defend or settle at its expense a claim or suit brought by a third party against the City arising out of a claim asserting that the work, services, software, repair, materials or other deliverables ("deliverables" hereafter) provided by CONTRACTOR under this Agreement infringes any U.S. copyright or any U.S. patent, any US trademark, or misappropriates a trade secret. CONTRACTOR will indemnify and hold harmless the City against and from damages, costs, and reasonable attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) CONTRACTOR is promptly notified in writing of such claim or suit and CONTRACTOR will respond to such notification within five (5) business days, (ii) CONTRACTOR will have the sole control of the defense and settlement thereof, and (iii) City furnishes CONTRACTOR, on reasonable request, information available to City for such defense. The City will not admit any such claim without prior consent of CONTRACTOR.

a. In the event of a claim of infringement, CONTRACTOR shall, at its option:

1. procure for City the right to continue using the deliverables provided under this Agreement or the applicable SOW; or
2. replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.
3. If neither of the above actions is reasonably feasible, CONTRACTOR will refund to City the fee actually paid by City under this Agreement or applicable SOW (as amortized on a straight-line basis over the time in which the City was able to use the deliverables).

CONTRACTOR will have no obligation under this section for infringement if and to the extent that such claim arises from:

- b. modification of the deliverables other than by CONTRACTOR or by its recommendation; or
  - 1. combination of the deliverables with products other than those supplied by CONTRACTOR;
  - 2. the alleged infringement or misappropriation relates to such modification or combination; and/or the specifications or written direction of the City directs CONTRACTOR to construct, fabricate or otherwise provide the infringing deliverables, design, apparatus or, article, with CONTRACTOR's products, services, or work product.
- c. CONTRACTOR will also not have any indemnification obligation with respect to a claim: (i) if it has provided City with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by City within a reasonable time or (ii) arising out use of the deliverables not in accordance with this Agreement or the applicable SOW.
- d. CONTRACTOR's obligation to indemnify, defend and hold harmless under this IP indemnification provision shall survive and remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of this Agreement or the applicable SOW.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 8: PERSONNEL.** CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 9: SUB-CONTRACTORS.** CONTRACTOR shall perform all services required under this Agreement. If CONTRACTOR desires to utilize a subcontractor, CONTRACTOR must receive advanced written authorization from the City. All approved subcontractor(s) must provide their own insurance coverage identical to those contained in this Agreement.

**SECTION 10: FEDERAL AND STATE TAX.** The City is exempt from payment of Florida State Sales and Use Tax. CONTRACTOR is not authorized to use the City's Tax Exemption Number.

**SECTION 11: INSURANCE.** Prior to commencing any services, CONTRACTOR shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and CONTRACTOR. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent CONTRACTOR, personal injury)	\$1, 000,000 per occurrence  \$2,000,000 annual aggregate
Worker's Compensation	\$ statutory limits

Cyber and Privacy Liability Insurance \$1,000,000 per occurrence The policies, other than worker's compensation, will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that

CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve CONTRACTOR of its liability and obligations under this Agreement.

**SECTION 12: DATA PROTECTION.** The CONTRACTOR acknowledges that under this Agreement the City is authorizing the CONTRACTOR to access and/or receive certain City systems and/or networks which may contain data that is personal, private, and/or confidential (“City Data”) in order to perform the services required in this Agreement. In order to ensure that the City Data is protected, the CONTRACTOR agrees on behalf of itself, its employees and agents, who may have access to the City Data and/or receive the City Data, that the City Data will be used only to provide the Subscription Service to the City, for CONTRACTOR’s internal business operations (including platform maintenance, security monitoring, performance optimization, technical support, and product improvement), and to derive Aggregated Data as permitted under this Agreement. CONTRACTOR agrees that it will and all of its employees and agents will fully comply with all applicable laws, regulations, and government orders relating to the City Data, including without limitation all personally identifiable information (“PII”) and data privacy with respect to any such City Data. **The CONTRACTOR will protect all City Data, including but not limited to PII, and will utilize industry-standard encryption (AES-256 or equivalent) both at rest and in transit. Additionally, all hosting environment(s) must be physically located within the United States, provided that CONTRACTOR may use geographically distributed content delivery networks and employees located in India and England, subject to the same security standards. The CONTRACTOR shall provide the City, promptly upon request, with the CONTRACTOR’s most recent third-party security audit or SOC 2 Type II report related to the systems used to deliver the services under this Agreement.** To the extent that CONTRACTOR receives or has access to any City Data with PII related to or arising from the performance of this Agreement, the CONTRACTOR will protect the privacy and legal rights of City’s personnel, clients, customers, and agents.

**SECTION 13: INFORMATION SECURITY BREACH NOTIFICATION.** The CONTRACTOR agrees to notify the City within twenty-four (24) hours of any discovery by CONTRACTOR of any breach or of the provisions of this Agreement with regards to City Data or any loss or unauthorized use, disclosure, acquisition of, or access to any City Data which CONTRACTOR becomes aware of (any such breach being referred to herein as a “Data Breach”). Such notice shall summarize in reasonable detail the nature of the Data Breach, the effect and potential effect on the City and any of its personnel, clients, customers, and agents, if known, of the Data Breach, the systems or data impacted by the Data Breach, and the immediate mitigation and corrective action taken or to be taken by the CONTRACTOR to safeguard the City Data and to prevent any further Data Breaches. CONTRACTOR shall promptly take all appropriate and legally required corrective actions, and shall cooperate fully with the City in all reasonable and lawful efforts to prevent, mitigate, or rectify such Data Breach. The CONTRACTOR agrees to be fully responsible for and liable for any costs, expenses (including reasonable attorney’s fees), and penalties assessed against the City due to any Data Breach.

**SECTION 14: SUCCESSORS AND ASSIGNS.** The City and CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable, provided that either party may assign this Agreement to a successor in interest by way of a merger, acquisition or sale of substantially all of its assets. In the event of such assignment, the assignor must provide written notice to the other party of the assignment. If the assignment is by the CONTRACTOR and creates a conflict of interest under State or local law, the City shall have the right to immediately terminate this Agreement and receive a pro rata refund of the prepaid and unused portion of the annual subscription fee for the year of the assignment.

**SECTION 15: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator’s fee equally. The mediation shall be held exclusively in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held exclusively in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or

further exercise thereof. Each party shall be responsible for its own attorney's fees and costs related to any dispute arising out of or related to this Agreement.

**SECTION 16: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 17: ACCESS AND AUDITS.** CONTRACTOR shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR' place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 18: NONDISCRIMINATION.** CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 19: AUTHORITY TO PRACTICE.** CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

**SECTION 20: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 21: PUBLIC ENTITY CRIMES.** CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The CONTRACTOR will advise the City immediately if it becomes aware of any violation of this statute.

**SECTION 22: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth Beach  
Attn: City Manager/ Procurement Division  
7 N. Dixie Highway  
Lake Worth Beach, FL 33460

and if sent to CONTRACTOR, shall be sent to:

AiDASH, Inc.  
575 High Street, Suite 200  
Palo Alto, CA 94301

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

**SECTION 23: ENTIRETY OF AGREEMENT.** The City and CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 24: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 25: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 26: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the CONTRACTOR to terminate for cause.

**SECTION 27: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

**SECTION 28: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 29: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 30: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 31: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 32: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement, the RFP, and the CONTRACTOR's proposal. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the remaining documents, the terms and conditions of this Agreement shall prevail with the RFP next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 33: OWNERSHIP OF DELIVERABLES.** The custom deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONTRACTOR to the City shall become the property of the City. The CONTRACTOR may keep copies or samples thereof and shall have the right to use the same for its own purposes. The City accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents. For clarity, the Software, platform, algorithms, and all intellectual property therein are and shall remain the exclusive property of CONTRACTOR.

**SECTION 34: REPRESENTATIONS AND BINDING AUTHORITY.** By signing this Agreement, on behalf of the CONTRACTOR, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the CONTRACTOR for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 35: PUBLIC RECORDS.** The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1662, [CITYCLERK@LAKEWORTHBEACHFL.GOV](mailto:CITYCLERK@LAKEWORTHBEACHFL.GOV), OR BY MAIL AT CITY OF LAKE WORTH BEACH, ATTN: City Clerk, 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

**SECTION 36: CONFIDENTIAL AND PROPRIETARY INFORMATION.** Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law. **SECTION**

**SECTION 37: EXPORT ADMINISTRATION.** Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export)

in violation of Export Laws.

**SECTION 38: NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries under this Agreement.

**SECTION 39: SCRUTINIZED COMPANIES.**

(a) CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

(b) If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

**SECTION 40: E-VERIFY.** Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

(b) Secure an affidavit from all stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

(d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.09(1) and 448.095, Florida Statutes;

(e) Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and,

(f) Be aware that if the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of this Agreement.

**SECTION 41: SECTION 787.06 COMPLIANCE:** The CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

EXHIBIT A  
**Subscription Terms and License**

This Exhibit A governs the terms and conditions upon which the City has agreed to engage CONTRACTOR to provide the Subscription Services pursuant to this Agreement.

**1. DEFINITIONS**

- 1.1 “Aggregated Data” means City Data that has been deidentified or aggregated with other data such that the resulting data no longer reasonably identifies City or a specific individual.
- 1.2 CONTRACTOR Data means all Data made available by CONTRACTOR to the City in connection with the City’s use of the Services. CONTRACTOR Data does not, however, include City Data.
- 1.3 City Data means all Data made available by the City or its Users to CONTRACTOR or otherwise provided by the City or its Users in connection with the provision of the Services. For the avoidance of doubt, City Data does not include any data acquired by CONTRACTOR from third party sources. For example, third party data such as satellite data acquired by CONTRACTOR from satellite data providers, weather data acquired by CONTRACTOR from third party weather data service providers etc. are not City Data.
- 1.4 Documentation means the documentation for the Subscription Service provided by CONTRACTOR to assist in the use of the Subscription Service by the City.
- 1.5 Subscription Service means CONTRACTOR’s proprietary subscription-based satellite and AI-powered operations and maintenance software-as-a-service (“SaaS”) solutions all as more fully set out and described on the applicable Order Form.
- 1.6 Usage Data means information generated from the use of the Services, which data does not identify Users, any other natural human persons, or City, such as technical logs, data, and learnings about City’s use of the Services.

**2. SERVICES**

- 2.1 License Grant. Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees set out in the Agreement, CONTRACTOR hereby grants to the City, solely during the term of the Agreement, a non-exclusive, non-transferable (except as set out in Section 10.2) license to access and use the Subscription Service for the City’s internal business purposes. This license is restricted to use by the City and its authorized users and does not include the right to use the Subscription Service on behalf of any third party. The City agrees to take commercially reasonable steps to protect the Subscription Service from unauthorized use and/or access.
- 2.2 Licensed Volume. The City acknowledges that access and use of the Subscription Service is licensed to the City for use up to the number of applicable images uploaded and mileage covered, as set out in the Agreement.

**3. WARRANTIES**

- 3.1 Availability. CONTRACTOR will undertake commercially reasonable efforts to make the Subscription Service available twenty-four (24) hours a day, seven (7) days a week. Notwithstanding the foregoing, CONTRACTOR reserves the right to suspend City’s access to the Subscription Service: (i) for scheduled or emergency maintenance, (ii) in the event City is in breach of this Agreement, including failure to pay any amounts due to CONTRACTOR (beyond any applicable notice and cure period), (iii) if City’s use of the Subscription Service results in (or is reasonably likely to result in) damage to or material degradation of the Subscription Service that could interfere with CONTRACTOR’s ability to provide access to the Subscription Service to other users, or (iv) if CONTRACTOR receives an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body, that expressly or by reasonable implication requires CONTRACTOR to suspend or terminate City and/or any authorized User’s access to the Subscription Service.
- 3.2 Subscription Service Warranty. CONTRACTOR warrants that during the term of any Order Form for the Subscription Service, the Subscription Service will conform, in all material respects, with the Documentation. CONTRACTOR does not warrant that it will be able to correct all reported defects or that use of the Subscription Service will be uninterrupted or error free. CONTRACTOR makes no warranty regarding features or services provided by third parties. For any breach of the above warranty, CONTRACTOR will, at no additional cost to the City, provide remedial services in accordance with CONTRACTOR’s standard support practices. The City will provide CONTRACTOR with a

reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Such warranty shall only apply if the Subscription Service has been utilized by the City and its Users in accordance with the Order Form and this Agreement.

- 3.3 Data Security. CONTRACTOR agrees to use appropriate safeguards and comply with all applicable data protection laws, designed to prevent use or disclosure of the City Data other than as provided for by this Agreement. CONTRACTOR agrees to implement industry standard physical safeguards, technical safeguards and policy, procedure and documentation requirements that are designed to reasonably and appropriately protect the confidentiality, integrity and availability of the City Data.
- 3.4 No Other Warranty. CONTRACTOR DOES NOT REPRESENT THAT THE SERVICES (INCLUDING CONTRACTOR DATA) WILL BE ERROR-FREE OR THAT THE SERVICES (INCLUDING CONTRACTOR DATA) WILL MEET CITY'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES (INCLUDING CONTRACTOR DATA) WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SUBSCRIPTION SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CITY'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CITY IS SOLELY RESPONSIBLE FOR ANY ACTS IT TAKES OR DOES NOT TAKE BASED ON USE OF THE SERVICES (INCLUDING CONTRACTOR DATA). THE CITY IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF THE SERVICES (INCLUDING CONTRACTOR DATA) FOR CITY'S USE CASE. THE WARRANTIES STATED IN SECTION 5 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY CONTRACTOR. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CITY ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES ARE ACCURATE OR SUFFICIENT FOR CITY'S PURPOSES.

#### **4. LIMITATION OF LIABILITY.**

- 4.1 Limitation. Except for a Party's gross negligence or willful misconduct or a Party's indemnification obligations, neither Party will be liable to the other or any third party for loss of profits or for any special, indirect, incidental, consequential or exemplary damages (including without limitation, damages for loss of business profits, loss of goodwill, business interruption, loss of business information and/or data) in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages. To the fullest extent permitted by applicable law, the total cumulative liability of CONTRACTOR to City for any and all claims and damages under this Agreement, whether arising by statute, contract, tort or otherwise, will not exceed the Services fees paid by City to CONTRACTOR under the Order Form for the Services which form the subject of the claim during the twelve (12) month period immediately preceding the event giving rise to the claim. The provisions of this Agreement allocate risks between the Parties. The pricing set forth in each Order Form reflects this allocation of risk and the limitation of liability specified herein.

#### **5. OWNERSHIP; USE OF DATA; OBLIGATIONS**

- 5.1 Subscription Service. The City acknowledges and agrees that as between CONTRACTOR and the City, all right, title and interest in and to the Subscription Service (but excluding any City Data) and including all modifications and configurations, all CONTRACTOR Data, Usage Data, and all of CONTRACTOR's proprietary technology, including, without limitation, all software, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information made available to the City by CONTRACTOR in providing the Subscription Service and all derivatives thereof are and shall remain CONTRACTOR's or its licensors'. The CONTRACTOR name, all CONTRACTOR logos, and the product names associated with the Subscription Service are trademarks of CONTRACTOR or third parties, and no right or license is granted to use them. The City and its Users shall not remove any CONTRACTOR trademark or logo from the Subscription Service. During the term of this Agreement, CONTRACTOR grants to the City a limited, worldwide, non-exclusive, non-transferable (except as set out in Section 10.2), royalty-free right to use, display, transmit, and distribute the CONTRACTOR Data solely in connection with the City's permitted use of the Subscription Service. In addition, CONTRACTOR shall have the right to collect, access, use, disclose, transfer, transmit, distribute store, host, or otherwise process Aggregated Data, Usage Data and analyses, statistics, related benchmarking algorithms and other data generated by the Subscription Service

(or derived from the City's use of the Subscription Service) for CONTRACTOR's business purposes, such as to: (i) track use of Services for billing purposes; (ii) provide support for the Services; (iii) monitor the performance and stability of the Services; (iv) prevent or address technical issues with the Services; (v) to improve the Services, its other products and services, and to develop new products and services; and (vi) for all other lawful business practices, such as analytics, benchmarking, and reports, provided, however, that CONTRACTOR shall not disclose publicly any such data unless such data is in an aggregated, anonymized form that would not permit a third party to reasonably identify the data as associated with the City or any of its Users.

- 5.2 City Data. The City retains ownership of all right, title and interest in and to all City Data. During the term of this Agreement, the City hereby grants to CONTRACTOR a limited, worldwide, non-exclusive, non-transferable (except as set out in Section 10.2), royalty-free right to use, copy, display, transmit, and distribute the City Data as necessary to provide the Subscription Service to the City and to derive, compile or generate Aggregated Data.
- 5.3 City Obligations. The City is responsible for all activities conducted under its User logins and for its Users' use of the Services (including CONTRACTOR Data) and compliance with this Agreement. Unauthorized use, resale or commercial exploitation of the Subscription Service (including CONTRACTOR Data) in any way is expressly prohibited. Without CONTRACTOR's express prior written consent in each instance, the City and its Users shall not (and shall not allow any third party to): reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Subscription Service (including CONTRACTOR Data) or access or use the Subscription Service (including CONTRACTOR Data) in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Subscription Service (including CONTRACTOR Data). Except as expressly permitted in this Agreement, the City shall not use the Subscription Service (including CONTRACTOR Data) on behalf of any third-party or allow any third party to use the Subscription Services (including CONTRACTOR Data). The City shall be liable for the use of the Services (including CONTRACTOR Data) and any breach of this Agreement by any of its Users. In addition to CONTRACTOR's other remedies hereunder, CONTRACTOR reserves the right upon notice to the City to terminate any User's right to access the Subscription Service if such User has violated any of the restrictions contained in this Agreement. The City is solely responsible for all City Data in all respects. CONTRACTOR does not guarantee the accuracy, integrity or quality of the City Data.
- 5.4 Publicity. The City hereby grants CONTRACTOR a non-exclusive license during the term of this Agreement to list the City's name and display the City's logo in the City section of CONTRACTOR's website and to use the City's name and logo in CONTRACTOR's City lists but only to the extent that other Cities of CONTRACTOR are also listed on such list. Any other use by CONTRACTOR of the City's name, logo or trademark requires the City's prior written consent.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Vegetation Management System with AI and Satellite Imagery as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Betty Resch, Mayor

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

CONTRACTOR:

**AiDASH, INC.**

By: Marina Clements  
Authorized Representative  
*Marina Clements*

[Corporate Seal]

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of  **physical presence** or  **online notarization** on this \_\_\_\_ day of \_\_\_\_\_ 202\_, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of **AiDASH, INC.**, a corporation authorized to do business in the State of Florida, who is  **personally known to me** or  **who has produced** \_\_\_\_\_ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **AiDASH, INC.**, to the same.

**PLEASE SEE**  
**NOTARY ATTACHMENT**  
\_\_\_\_\_  
Notary Public Signature

Notary Seal:

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

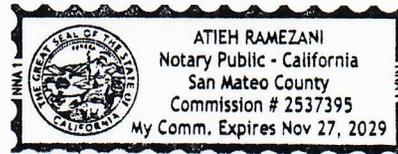
On 12 / 17<sup>th</sup> / 2025 before me, Atieh Ramezani, Notary Public, personally appeared Marina Clements

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

atieh

Signature of Notary Public



(Notary Seal)

## OPTIONAL INFORMATION

*The acknowledgment contained within this document is in accordance with California law. Any certificate of acknowledgement performed within the State of California shall use the preceding wording pursuant to Civil Code section 1189. An acknowledgment cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. In addition, the correct notarial wording can only be signed and sealed by a notary public. The seal and signature cannot be affixed to a document without the correct notarial wording.*

### DESCRIPTION OF ATTACHED DOCUMENT

Agreement for vegetation Management system with AS and Satellite imagery  
(Title of document)  
Number of Pages 1 (Including acknowledgment)  
Document Date Dec / 17 / 25

### CAPACITY CLAIMED BY SIGNER

Individual  
\_\_\_\_ Corporate Officer  
\_\_\_\_ Partner  
\_\_\_\_ Attorney-In-Fact  
\_\_\_\_ Trustee  
\_\_\_\_ Other: \_\_\_\_\_