

**MASTER SERVICES AGREEMENT**  
**ADA SITE COMPLIANCE LLC**

This Master Services Agreement (this "**Agreement**") is entered into as of April 2, 2019 between Levy County, with a place of business and notice address at 355 S. Court St. | Bronson, FL 32621 ("**Customer**") and ADA Site Compliance LLC, a Florida corporation with a place of business and notice address at 6400 Boynton Beach Boulevard, No. 742721, Boynton Beach, FL 33474 ("**ADASC**"), and shall become effective upon Customer and ADASC executing a Statement of Work, which shall be attached to this Agreement and incorporated herein by this reference. Customer and ADASC may also each be referred to herein individually as a "**Party**," and collectively as the "**Parties**."

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, wishing to be legally bound by this Agreement, agree as follows:

**1. PRODUCTS AND SERVICES.**

**1.1. Statement(s) of Work.** Pursuant to this Agreement, ADASC shall provide Customer with ADASC's website and web application technological and/or human expert accessibility auditing and related services ("**Services**") and products and/or software (collectively, as applicable, the "**Products**") set forth in one or more statements of work to be mutually executed by the Parties that reference and are subject to the terms of this Agreement (each, a "**SOW**"). In return for such Services and Products, Customer shall pay ADASC the fees and expenses set forth in the applicable SOW/Proposal in accordance with the payment terms set forth herein and/or therein.

**1.2. Customer Requested Changes.** At any time, Customer may request a change to the Services or 'Deliverables' (defined below) that have been described in a SOW (in each case, a "**Change**"). Upon receipt of a Change request from Customer, ADASC agrees to respond in writing within five (5) business days of its receipt thereof, advising Customer of any additional cost, scheduling, or other impacts on the Services, Deliverables or Products arising from the requested Change. If the Parties agree to proceed with any requested Change, the terms associated with such Change must be incorporated into an amendment to the applicable SOW that is mutually executed by the Parties prior to ADASC's implementation of the Change.

**1.3. Deliverables.** Unless otherwise provided in a SOW, with respect to any compliance audit reports, data, software, tools or other works of any kind designated to be made, conceived, or developed by ADASC in connection with a SOW (collectively, as applicable, the "**Deliverables**"), Customer shall have the right to review such Deliverables upon their completion by ADASC only to determine if they conform to the applicable written specifications stated in the SOW (collectively, the "**Acceptance Criteria**"). Customer will notify ADASC within five (5) business days of delivery of the Deliverables if, in Customer's

good faith determination, the Deliverables have not met the Acceptance Criteria, and that therefore acceptance has not occurred. In the event acceptance of any Deliverables does not occur, ADASC will, at its cost, make any necessary changes to the Deliverable within a commercially reasonable time frame so that they conform to the Acceptance Criteria, and resubmit the Deliverables to Customer. If Customer does not, however, notify ADASC within five (5) business days of the delivery of any Deliverables that such Deliverables have not met the Acceptance Criteria, the Deliverable shall be irrevocably deemed to conform to the specifications in the applicable SOW, and to have been irrevocably accepted by Customer.

## **2. INVOICES AND PAYMENTS.**

**2.1. Invoices.** Invoices from ADASC for Products, Services or Deliverables, and any other expenses, will be submitted, and payments for such invoices will be made, in accordance with the Florida Local Government Prompt Payment Act, sections 218.70 through 218.79, Fla. Stat. Customer will reimburse ADASC for travel and other pre-approved expenses. All travel expenses will be limited as provided in section 112.061(4), Fla. Stat., and Levy County Resolution 20005-16, as amended.

**2.2. Disputed Amounts.** Customer may only withhold payment of amounts that it in good faith disputes to be due or owing ("**Disputed Amounts**"). In such case, Customer shall nonetheless pay any undisputed amounts and provide to ADASC a sufficiently detailed written explanation of the basis for its withholding of the Disputed Amounts. Any controversy relating to amounts owed by Customer hereunder shall be considered a "Dispute" (defined below) and subject to the resolution procedures provided in this Agreement. If it is determined that any Disputed Amounts are in fact owed to ADASC, Customer shall pay to ACS such Disputed Amounts within five (5) days of such resolution.

**2.3. Late Payments.** ADASC reserves the right to suspend or terminate Services and to withhold Products and/or Deliverables immediately without notice for non-payment of monies owed under this Agreement.

## **3. TERM AND TERMINATION.**

**3.1. Term.** This Agreement shall become effective when Customer and ADASC first execute a SOW and shall remain in effect as provided in each applicable SOW or until terminated as provided herein ("**Term**").

**3.2. Termination.** This Agreement and/or any individual SOW may be terminated by either Party (i) in the event the other Party fails to cure or take reasonable steps to cure a breach of any material term of this Agreement or any applicable SOW within ten (10) business days of receipt of written notice

describing such breach; (ii) immediately upon the giving of written notice by such Party in the event the other Party is adjudged insolvent or bankrupt, or upon the institution of any proceeding against the other Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon the appointment of a receiver, liquidator or trustee of any of the other Party's property or assets, or upon liquidation, dissolution or winding up of the other Party's business; or (iii) as otherwise provided herein.

**3.3 Termination by Customer Without Cause Prior to Commencement.**

If Customer purports to terminate this Agreement in advance of the commencement or performance of the Services, ADASC shall be entitled to invoice Customer for, and Customer agrees to pay, all of ADASC's reasonable out-of-pocket expenses accrued prior to the date of termination, plus 50% of the total charges for the Services projected to be performed during the first month of the work contemplated by the applicable SOW. Customer acknowledges that damages to ADASC for such termination of this Agreement or any SOW or Proposal are difficult, if not impossible to ascertain and that the cancellation fee referenced in this paragraph shall be deemed reasonable liquidated damages for such early termination and not a penalty.

**3.4 Termination by Customer without Cause After Commencement.**

Customer may terminate this Agreement after commencement with or without cause upon thirty (30) days' written notice to ADASC of such termination, without penalty or cost to Customer. In the event of such termination, ASDAC may invoice, and Customer will pay, for all Services performed prior to the effective date of termination.

**3.4. Effect of Termination.** Upon termination of this Agreement as provided hereunder (a) each Party may demand the immediate return of all Confidential Information (defined below) in possession of the other Party, (b) Customer may demand the immediate return of all Customer Materials, and (c) Customer shall promptly pay all amounts payable hereunder with respect to Services provided and Products and Deliverables delivered prior to termination.

**4. REPRESENTATIONS, WARRANTIES & COVENANTS**

**4.1. General.** ADASC represents, warrants, and covenants ONLY that (a) the Services shall be performed by qualified personnel in a professional and workmanlike manner in accordance with current website accessibility compliance industry standards; and (b) neither the Services nor any Product provided by ADASC shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third party. Customer represents, warrants, and covenants that it shall not use the Services, Products or Deliverables in any manner contrary to applicable law. Each Party also represents and

warrants that it has the full right and authority to enter into this Agreement and perform its obligations hereunder.

**4.2. Disclaimer of All Other Warranties.** CUSTOMER AGREES THAT ITS ACCESS TO, AND USE OF, THE PRODUCTS AND SERVICES ARE ON AN "AS-IS," AND "AS AVAILABLE" BASIS. CUSTOMER ACKNOWLEDGES THAT ASSESSING ACCESSIBILITY AND REMEDIATION IS HIGHLY COMPLEX, SUBJECTIVE AND CHANGEABLE, AND AS SUCH, ACHIEVING ABSOLUTE OR TOTAL COMPLIANCE IS NOT POSSIBLE. ADASC MAKES NO WARRANTY THAT THE SERVICES WILL FIND ALL ACCESSIBILITY CONCERNS IN CUSTOMER'S WEBSITES, APPS, PDFS OR SERVER(S), OR THAT THE SOLUTIONS SUGGESTED AND ADVICE PROVIDED IN ANY REPORT ADASC MAY PROVIDE TO CUSTOMER FROM TIME TO TIME WILL BE COMPLETE OR ERROR-FREE. WHILE TECHNOLOGICAL AUDITING SUCH AS THAT PROVIDED BY ADASC (WHICH TYPICALLY CAN DETECT APPROXIMATELY 30% OF ACCESSIBILITY ISSUES) MAY BE A GOOD STARTING POINT IN CUSTOMER'S EFFORTS TOWARD COMPLIANCE, HUMAN EXPERT AUDITING IS ALSO NECESSARY. THEREFORE, ADASC STRONGLY RECOMMENDS THAT CUSTOMER REGULARLY ENGAGE IN HUMAN EXPERT AUDITING AND TECHNOLOGICAL AUDITING OF ITS WEBSITE(S), APP(S) AND SERVER(S) IN ORDER TO ASSURE THE HIGHEST POSSIBLE LEVEL OF ACCESSIBILITY, COMPLIANCE AND USABILITY. ADASC ACKNOWLEDGES THAT IT IS PROVIDING THE HUMAN EXPERT AND TECHNOLOGICAL AUDITING SERVICES PURSUANT TO ONE OR MORE SOWS WITH CUSTOMER. ADASC DOES NOT GUARANTEE ANY SPECIFIC LEVEL OF ACCESSIBILITY OR COMPLIANCE AND ASSUMES NO RESPONSIBILITY IN THE EVENT A CLAIM IS MADE AGAINST CUSTOMER BASED UPON OR ALLEGING A LACK OF OR FAILURE IN ACCESSIBILITY OR COMPLIANCE WITH APPLICABLE ACCESSIBILITY LAWS, REGULATIONS AND/OR STANDARDS. ADASC SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

**4.3. Customer's Covenant of Compliance with Laws.** Customer is solely responsible for complying with all applicable laws pertaining to Customer's website, web applications and business, including, without limitation, tax laws, laws governing electronic commerce, US Export laws and laws related to accessibility. The County is responsible for its own negligent acts, as limited by section 768.28, Fla. Stat. This Section survives termination of this Agreement for any reason.

**4.4. Compliance with Laws.** In addition to all other provisions of the Agreement, ADASC shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provision of this section shall constitute

a substantial failure to perform on the part of ADASC in accordance with the terms of this Agreement. Specifically, but not by way of limitation, ADASC shall:

- i. Keep and maintain public records required by Customer to perform the services;
- ii. Upon request by Customer's custodian of public records, provide Customer 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;
- iii. 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 the term of this Agreement and following completion of the services to be provided by ADASC under this Agreement if ADASC does not transfer the records to Customer; and
- iv. Upon completion of the services to be provided under this Agreement, transfer, at no cost, to Customer all public records in possession of ADASC or keep and maintain public records required by Customer to perform the services. If ADASC transfers all public records to Customer upon completion of the services, ADASC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ADASC keeps and maintains public records upon completion of the services, ADASC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer, upon request from Customer's custodian of public records, in a format that is compatible with the information technology systems of Customer.

The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

For purposes of this Agreement, the term "custodian of public records" shall mean the County Coordinator of Customer, or his/her designee.

**IF ADASC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ASDAC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TELEPHONE: (352) 486-5218**

**E-MAIL: [LEVYBOCC@LEVYCOUNTY.ORG](mailto:LEVYBOCC@LEVYCOUNTY.ORG)**

**MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621**

## **5. CONFIDENTIALITY & NON-SOLICITATION.**

**5.1 Confidentiality.** Except as provided in ADASC's Privacy Policy that may be accessed at [www.adasitecompliance.com](http://www.adasitecompliance.com), and incorporated herein by reference, ADASC and Customer each agree to hold the other's Confidential Information in confidence and not to disclose it to any third party without the prior written consent of the disclosing party. Each Party agrees to use the *Confidential Information of the disclosing party only for purpose of performing the Party's obligations under this Agreement*. Further, the receiving party shall use the same degree of care it uses with respect to its own Confidential Information to prevent the unauthorized disclosure to a third party of any Confidential Information of the disclosing party, but in no event less than reasonable care. As used in this Agreement, "**Confidential Information**" shall mean non-public, proprietary information including, without limitation, any information, technical data or know-how relating to ideas, inventions, concepts, software, designs, specifications, processes, data, source code, object code, research and development, and information related to finances, costs, prices, vendors, customers and employees which is disclosed by a Party or on its behalf whether before, on or after the date hereof, directly or indirectly, in writing, orally or by visual inspection, to the other Party or any of its employees or agents. The obligations to protect Confidential Information under this section shall not apply to information which: (a) is or becomes publicly known through no act or failure to act on the part of the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) became rightfully known to the receiving party, without confidentiality restrictions, from a source other than the disclosing party; (d) is approved by the disclosing party for disclosure; (e) is or was developed independently by the receiving party without use of the Confidential Information and without violation of any confidentiality restriction; or (f) is required to be disclosed by law.

**5.2. Non-Solicitation.** The Parties recognize that their respective employees, contractors and consultants (and such persons' loyalty and services), constitute valuable assets of each Party. Accordingly, neither Party shall, during the Term and for a period of one (1) year thereafter, directly or indirectly solicit, employ, offer to employ, nor engage as a consultant, any employee, any sub-contractor or independent consultant of the other Party with whom such Party had contact pursuant to this Agreement, except that nothing herein shall prevent the hiring of a person who responds to a general advertisement or solicitation. The remedy at law for any breach of the foregoing provisions may be inadequate and, in addition to any other remedy it might have, the aggrieved Party shall be entitled to seek injunctive relief without proof of irreparable injury and without posting bond. This Section survives termination of this Agreement for any reason.

## **6. INTELLECTUAL PROPERTY.**

**6.1. ADASC Materials.** Except as provided herein, as between the Parties, ADASC shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or

proprietary rights (collectively, "IP") of ADASC used in or otherwise associated with the Services, Deliverables and Products provided to Customer hereunder, and (ii) all works, designs, trade secrets, technical specifications and data, know-how and show-how, inventions, concepts, ideas, and improvements which are authored, conceived, devised, developed, reduced to practice or otherwise obtained by ADASC which arise out of ADASC's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively "**ADASC Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive ADASC of any of its intellectual property or other proprietary interests associated therewith. Subject to the foregoing, ADASC grants Customer a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Products, Deliverables and the ADASC Materials in connection with the ordinary and intended use by Customer thereof as provided hereunder and in the applicable SOW, including viewing, downloading and printing the Deliverables for Customer's internal use without posting, distributing or modifying the same, and without in any case removing ADASC's copyright, trademark or other intellectual property ownership notices.

**6.2. Customer Materials; Publicity and Trademarks.** Except as provided herein, as between the Parties, Customer shall retain all right, title, and interest in and to all IP of Customer provided or made available to ADASC in connection with ADASC's Services (collectively "Customer Materials") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Customer of any of its intellectual property or other proprietary interests associated therewith. Subject to the foregoing, Customer grants ADASC a non-exclusive, non-transferable worldwide limited right and license to access and use such Customer Materials in connection with the provision of the Services, Products and Deliverables to Customer hereunder. Further, Customer permits ADASC to identify Customer as a customer of ADASC in ADASC's marketing materials (including using Customer's name and logo for such limited purposes).

**6.3 Right to Display ADASC Compliance Shield / Accessibility Policy.** If authorized by ADASC, Customer may display an ADASC-provided compliance shield and customized accessibility policy on its websites or web applications. The provided ADASC compliance shield and customized accessibility policy shall remain under the full ownership and control of ADASC. ADASC shall retain the right at any time and in its sole discretion to withdraw its authorization to display such compliance shield and customized accessibility policy. Customer is expressly prohibited from using an ADASC compliance shield and customized accessibility policy for any purpose not specifically authorized by this Agreement or by an applicable SOW, and in no event may use such shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

## **7. INDEMNITY.**

**7.1** ADASC will defend, indemnify and hold harmless Customer and all of Customer's elected officials, officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether joint, concurrent, or contributing), of ASDAC or its officers, agents or employees in performance or non-performance of its obligations under this Agreement. ASDAC recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to Customer when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by Customer in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve ASDAC of its liability and obligation to defend, hold harmless and indemnify Customer as set forth in this provision.

Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Fla. Stat. Nothing herein shall constitute a waiver of Customer's sovereign immunity beyond the limits of or provisions of such section 768.28. Fla. Stat.

## **8. LIMITATIONS OF LIABILITY.**

**8.1** Subject to the indemnification provisions set forth herein, in no event shall ADASC or Customer be liable to each other or any other party for any incidental, special, indirect, exemplary, or consequential damages of any kind, including, without limitation, lost profits, loss of time, money, data or goodwill, which may arise out of this Agreement (including any SOW) or the performance hereof, regardless of whether ADASC or Customer has been advised, has reason to know, or in fact knows of the possibility thereof. The Services in no event include ADASC acting as an expert witness on Client's behalf or otherwise providing litigation support services. In the event that ADASC is requested, pursuant to subpoena or order issued pursuant to a valid legal process, to provide testimony or produce documents relating to the Services in judicial or administrative proceedings to which ADASC is not a party or to which ADASC is named as a co-defendant with Customer, ADASC shall, unless expressly prohibited by law, notify Client of the request within a reasonable period of time under the circumstances and, to the extent practicable, prior to providing any response. Customer shall be permitted all reasonable opportunities under the circumstances to protect its privileges and interests at its own cost and expense, and ADASC shall take all steps reasonably necessary or appropriate under the circumstances to permit Customer to assert all applicable rights and privileges



with regard to the requested materials in the appropriate forums, and shall cooperate with Customer in a commercially reasonable manner in any proceeding relating to the disclosure sought.

**8.2** Customer acknowledges and agrees that for ADASC to perform the Services, it must, in some cases, give ADASC remote access to areas behind logins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, the "System"), and agrees that it will furnish to ADASC all necessary information and/or user names and passwords required to do so. ADASC agrees to follow commercially reasonable security policies for accessing Customer's System including any specific security procedures as may be communicated to ADASC by Customer in writing prior to ADASC accessing the System. Notwithstanding the foregoing, Customer acknowledges that access is given to ADASC at Customer's sole risk and peril. Customer acknowledges that it has created a backup copy of all data that may be affected by ADASC's access to the system. ADASC shall not be responsible for creating backup copies of such data and information, and in no event shall ADASC be responsible for any direct or indirect damage or other problems arising out of or caused by ADASC's access to customer's system to perform the Services.

## **9. GENERAL PROVISIONS.**

**9.1. Order of Precedence.** The terms of this Agreement and any SOW are intended to complement each other, and to the extent they conflict, the terms of any SOW shall supersede conflicting terms and conditions in this Agreement, but solely with respect to Services or Products provided pursuant to such SOW.

**9.2. Subcontractors.** Unless otherwise provided in a SOW, ADASC may provide Services hereunder through subcontractors and/or affiliates.

**9.3. Dispute Resolution.** Before initiating any legal claim or action (except with respect to equitable relief), the Parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, a "Dispute") through discussions which shall be initiated upon written notice of a Dispute by either Party to the other Party. The Parties hereby consent to the exclusive jurisdiction of the federal and state courts in Levy County, Florida for purposes of any claims for equitable relief related to this Agreement and waive any defense of inconvenient forum. Each party shall be responsible for its own costs in any litigation of any dispute pursuant to this agreement, including reasonable attorney fees, court and experts' costs and through all appeals.

**9.4. Status.** ADASC is an independent contractor and not an employee, agent or representative of Customer. Nothing in this Agreement shall be

construed as creating an employer-employee, partnership, joint venture or agency relationship.

**9.5. Notices.** Any notice required or permitted hereunder shall be in writing and shall be deemed duly given if delivered to a Party at its address set forth in the signature block of the latest SOW (or the most recent address provided by such Party for notice purposes) by (i) hand delivery, (ii) certified mail, postage prepaid, return receipt requested, or (iii) recognized overnight delivery service. A notice shall be deemed received on date of delivery, if hand delivered or delivered by overnight delivery service (as reflected in the carrier's records), or five (5) days from date of mailing, if mailed by certified mail.

**9.6. Entire Agreement; Severability.** This Agreement, together with any SOWs, sets forth the entire agreement of the Parties, and supersedes any prior agreements or statements with respect to the subject matter hereof. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement will remain in full force and effect and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

**9.7. Assignment.** This Agreement may not be assigned by Customer except with the prior written consent of ADASC. ADASC may assign this Agreement without Customer's consent to the purchaser in connection with a sale of ADASC's business, provided the purchaser agrees to assume all obligations of ADASC hereunder, and provided further that ADASC has provided prior written notice to Customer of such assignment. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and lawful permitted assigns.

**9.8. Amendments and Waivers.** This Agreement may be amended or modified only by a written instrument duly executed by each Party. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the Party who might assert such breach. Any failure or delay by either Party to exercise any right, power, or privilege under the Agreement shall not be deemed a waiver of any such right, power, or privilege under the Agreement on that or any subsequent occasion.

**9.9. Governing Law.** This Agreement shall be governed by the laws of the State of Florida, without reference to conflicts of law principles that would cause the application of the law of any other jurisdiction.

**9.10. Force Majeure.** If either Party is prevented from performing any of its obligations under this Agreement due to any cause beyond the Party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or

omissions of transmitters, utilities, providers or hackers, the time for that Party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

**9.11. Survival.** In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 4 (Representations, Warranties & Covenants), Section 5 (Confidentiality & Non-Solicitation), Section 6 (Intellectual Property), Section 7 (Indemnity), Section 8 (Limitation of Liability), and Section 9 (General Provisions) shall survive any termination or expiration of this Agreement.

**9.12 Waiver** Any waiver by either Party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such Party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

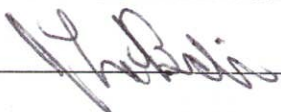
**9.13 Counterparts.** By using ADASC's Services, Customer consents to have this Agreement provided in electronic/digital form. Please print a copy of this document for your records. This Agreement and any modification may be executed and delivered (including by facsimile, portable document format (.pdf) transmission, or via any online e-signature platform) in one or more counterparts, and by each Party in separate counterparts, each of which when executed will be deemed to be an original, and all of which taken together will constitute one and the same Agreement.

**9.14 No Construction Against the Drafter.** In the interpretation of this Agreement, the '*contra proferentem*' rule of contract construction shall not apply, this Agreement being the product of negotiations between commercially sophisticated Parties, and therefore shall not be interpreted in favor of or against any Party by the sole reason of the extent to which such Party or its professional advisors participated or did not participate in the drafting of this Agreement.

**9.15 Headings.** Headings included herein are for convenience only, and shall not be used to construe or interpret this Agreement.

In witness whereof, the Parties have, by their duly authorized representatives, executed this Master Services Agreement as of the date first set forth above.

**ADA SITE COMPLIANCE LLC**


By:  \_\_\_\_\_

Name: Joshua LaBadie

Title: Relationship Manager

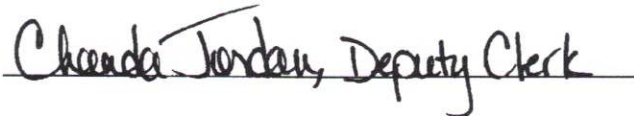
BOARD OF COUNTY COMMISSIONERS

OF LEVY COUNTY, FLORIDA



John Meeks, Chair

ATTEST:



for Danny J. Shipp, Clerk

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:



Anne Bast Brown, County Attorney