

WORK ORDER AGREEMENT

This Work Order Agreement (the "Work Order"), is made this the _____ day of _____, 20____, ("Effective Date"), by and between Evergreen Solutions, LLC, a Florida limited liability company ("Evergreen"), and the City of Madison, Alabama, a municipal corporation ("Client") (collectively the "Parties").

WHEREAS, Evergreen Solutions and the Client previously entered into an agreement for Evergreen to provide certain management consulting services for the Client; and

WHEREAS, Client now desires that Evergreen Solutions provide additional services for the Client.

NOW, THEREFORE, in consideration of the mutual promised contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. Scope Of Work Order. Evergreen will provide Client with such additional services within the time set forth in Exhibit A attached hereto and incorporated by reference (the "Additional Services").

2. Price and Payment Terms. Client will pay Evergreen for the Additional Services in the amount and in accordance as provided on Exhibit C attached hereto and incorporated by reference.

3. Non-Exclusive Service. Client acknowledges that the services provided pursuant to this Work Order are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict Evergreen's ability to provide similar services to other parties.

4. Personal Data. Client hereby acknowledges and agrees that Evergreen's performance of this Work Order may require Evergreen to process, transmit and/or store Client's personal data or the personal data of Client's employees. By submitting personal data to Evergreen, Client agrees that Evergreen and its Affiliates may process, transmit and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling Evergreen to perform its obligations under this Work Order. In relation to all Personal Data provided by or through Client to Evergreen, Client will be responsible for complying with all applicable data protection or similar laws that regulate the processing of Personal Data. Client agrees to obtain all necessary consents and make all necessary disclosures before including Personal Data in Content and using the SaaS Services.

5. Assignment. Neither party may assign this Work Order or any right under this Work Order, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this Work Order to an acquirer of all or substantially all of the business of such party to which this Work Order relates, whether by merger, asset sale or otherwise. This Work Order shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this Work Order, provided, however, that such party shall not be relieved of any obligation under this Work Order.

6. Notices. Except as provided in any express provision of this Agreement, any notice, request, approval, authorization, consent, demand or other communication required or permitted to be given or made pursuant to this Agreement will be in writing (except where oral notice is specifically authorized in this Agreement) and will be deemed given upon actual receipt (or independent confirmation thereof) of notice by registered or certified United States mail, return receipt requested, postage prepaid and addressed as follows:

If to Client: HR Director
 100 Hughes Road
 Madison, AL 35758

With a copy to: City Attorney
 100 Hughes Road
 Madison, AL 35758

If to Evergreen: _____
 Evergreen Solutions, LLC
 2528 Barrington Circle, Unit #201
 Tallahassee, Florida 32308
 jeff@consultevergreen.com

A Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date, at least twenty (20) days from the date of the notice, upon which it will become effective.

7. Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.

8. Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Work Order shall not constitute a waiver of any other or subsequent breach.

9. Severability. If any term of this Work Order is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Work Order shall remain in full force.

10. Entire Work Order. This Work Order (including all Schedules and Exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this Work Order. This Work Order may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere

commencement of work or payment against such forms shall not be deemed acceptance of the terms.

11. Limitation of Liability. Neither party shall be liable for indirect, incidental, special or consequential damages, including, without limitation, damages for lost business, profits, data or use of any service, incurred by either party or any third party in connection with this Work Order regardless of the nature of the claim (including negligence), even if foreseeable or the other party has been advised of the possibility of such damages. Neither party's aggregate liability for damages under this Work Order, regardless of the nature of the claim (including negligence), shall exceed the fees paid or payable by Client under this Work Order.

12. No Third Party Beneficiaries. This Work Order is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of customers or upon any other person or entity.

13. Venue. Any claim, whether based on contract, tort or other legal theory including, but not limited to, any claim of fraud or misrepresentation), arising out or relating to this Work Order including its interpretation, performance, breach or termination, not resolved by good faith negotiations will be brought only in the United States District Court for the Northern District of Alabama or, if such court would not have jurisdiction over the matter, then only in the State courts located in Madison County, Alabama, and each of the Parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

14. Governing Law. This Work Order shall be governed by the laws of the State of Alabama.

Evergreen

Client

By: _____

By: _____

Print Name: _____

Print Name: Jeffrey Ling

Title: _____

Title: President

Date: _____

Date: May 6, 2025