

GDC Master Subscription Agreement

This GDC Master Subscription Agreement (this "**Agreement**") is by and between GovDollars Consulting LLC. ("**GDC**"), a North Carolina limited liability company, and the Client identified below ("**Client**") (each of GDC and Client, a "**Party**") and is effective as of the last date of signature below (the "**Effective Date**"). This Agreement incorporates the attached Master Terms and Conditions. The proposal attached hereto is the first "Order" as described in the Agreement.

CLIENT INFORMATION :

Name/Client : Town of Shallotte

Primary Contact Person : Isaac Norris Jr.

Address: 106 Cheers St.

Title: Finance Director

P.O. Box 2287

Phone: 910 754-4032 ext 1005

Shallotte NC 28459

Fax: 910 754-2740

Email Address: inorris@tosgov.org

Billing Contact: Cheryl Branning

Title: Accounting Tech II

Phone: 910 754-4032 ext 1003

Fax: 910 754-2740

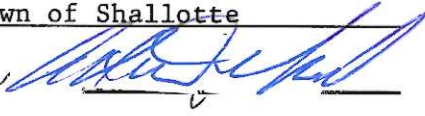
Client Tax ID Number: 56-6021447

Email Address: cbranning@tosgov.org

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

CLIENT: Town of Shallotte

GovDollars Consulting, LLC

By (Signature): 

By (Signature): Leah R. Patrick

Name (Printed): Art Dornfeld

Name (Printed): Leah R. Patrick

Title: Mayor

Title: President & Head of Product

Date: 07/21/2026

Date: 07/21/2026

This instrument has be preaudited
in the manner required by the Local
Government Budget and Fiscal Control Act.


Finance Officer

Master Terms and Conditions

1. DEFINITIONS.

- 1.1 “**Client Data**” means the information, data, media and content stored in the Lomali Service by Client.
- 1.2 “**Confidential Information**” means all confidential or proprietary information disclosed by one Party to the other in connection with this Agreement. Without limiting the generality of the foregoing, Confidential Information shall include: (a) Client Data (as defined herein) and non-public information, documentation, and materials, which may be disclosed or made available from any source or in any form relating to the Client’s financial information, employees, programs, and systems and (b) GDC’s Proprietary Items. Confidential Information shall include the terms and pricing in this Agreement, but not the fact that this Agreement has been signed, the identity of the Parties or the identity of the Services provided hereunder.
- 1.3 “**Documentation**” means GDC’s standard user guides and manuals relating to the Lomali Service, including on-line help, as updated from time to time.
- 1.4 “**Lomali Service**” means GDC’s internet-based service that provides various budget-related tools to local governments.
- 1.5 “**On-Boarding Service**” means the provision by GDC of services intended to configure an instance of the Lomali Services for Client and may include, among other things, identification of Client processes, configuration of the Lomali Services, conversion of Client Data, testing and training.
- 1.6 “**Order**” means any document or collection of related documents that references this Agreement, that sets forth as applicable the components of the Lomali Service to be provided, as well as associated fees and other agreed terms. An Order may be a separate Order Form describing such terms, or may be all of the ordering documents used by Client in ordering the Lomali Services (e.g. an RFP, GDC’s response to the RFP and a Purchase Order issued by Client.) If an Order conflicts with this Agreement, then the terms of this Agreement shall control. If an Order is in the form of a “Proposal,” then only such portions of the Order which describe the Lomali Service, On-Boarding Services and prices thereof shall form the Order.
- 1.7 “**Proprietary Items**” means, collectively, the Lomali Service and Documentation, the visual expressions, screen formats, report formats and other design features of the Lomali Service, all ideas, methods, algorithms, and concepts used in developing and/or incorporated into the Lomali Service or Documentation, all future modifications, revisions, updates, refinements, improvements and enhancements of the Lomali Service or Documentation as the same may be created or modified from time to time..
- 1.8 “**Subscription Term**” means the duration of Client’s right to receive, access, and use the Lomali Service, as set forth on an Order (the “*Initial Subscription Term*”) and any subsequent Renewal Subscription Terms. If such duration is not specified on the applicable Order, the Subscription Term shall be three (3) years. The Subscription Term shall automatically renew for successive annual renewal terms, unless one Party provides the other Party at least sixty (60) days written notice of its intent to not renew the Subscription Term (each, a “*Renewal Subscription Term*”).

2. SUBSCRIPTION RIGHTS AND OBLIGATIONS

- 2.1 **Lomali Service.** During the Subscription Term GDC will provide Client with access to the Lomali Service, in accordance with the Documentation and the applicable Order(s).
- 2.2 **Authorized Access.** Unless otherwise specified in the applicable Order, (a) the Lomali Service is purchased for the use of Client and Client’s employees and other service providers provided that (a) each user shall have his/her own user account, and (b) each user shall be an employee of Client or a contractor to Client involved in Client’s budget operations,
- 2.3 **Client Responsibilities.** Client shall (a) be responsible for connecting to and using the Lomali Service made available to it in accordance with this Agreement, (b) be responsible for all users acts and omissions in connection with their use of the Lomali Service, (d) be responsible for the accuracy, quality, integrity and legality of Client Data, (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Lomali Service, and notify GDC promptly of any such unauthorized access or use, (f) use the Lomali Service only in accordance with this Agreement, the Documentation and applicable laws and regulations, and (g) reasonably cooperate with GDC as necessary for GDC to perform its obligations.

Client shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all data, materials and information supplied by Client.

2.4 Restrictions. Client shall not (and shall not permit any authorized user to): (a) make the Lomali Service available to any third party other than authorized users associated with Client, (b) resell, lease, distribute, transfer or otherwise make available the Lomali Service on a time-sharing or service bureau basis to a third party, (c) use the Lomali Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Lomali Service to store or transmit malicious code, (e) use or access the Lomali Service in any way that threatens the integrity, performance, or availability of the Lomali Service or any data therein, (f) attempt to gain unauthorized access to the Lomali Service,; or (g) decompile, disassemble, reverse engineer or otherwise attempt to access or modify the source code to the Lomali Service, in whole or in part. GDC may restrict or prohibit access to Client if GDC reasonably suspects Client is breaching its obligations under this Section.

2.5 Support and Maintenance. During the Subscription Term, GDC shall provide a mechanism for Client to report errors in the Lomali Service to GDC. GDC shall take commercially reasonable efforts to correct all errors reported by Client which have a material impact on Client's ability to use the Lomali Service, in accordance with the severity of the error. Client acknowledges that not all errors will necessarily be corrected and that, in particular, minor errors, requests for additional features and/or general questions may not be addressed in any specific timeframe (or at all). GDC shall take commercially reasonable efforts to ensure that the Lomali Service is available for Client's use on a 24x7 basis, provided, however, that GDC shall not be responsible for any downtime or inaccessibility of the Lomali Service outside of its reasonable control. GDC may cause the Lomali Service to be unavailable in order to perform maintenance functions (including, but not limited to, error corrections or adding additional features to the Lomali Service), provided that it shall take reasonable measures to perform such maintenance outside of Client's normal business hours and, except in emergency situations, shall provide at least five (5) business days notice of such maintenance. GDC does not guarantee that "look and feel, interface to the Lomali Service or functionality shall remain constant during the Subscription Term.

3. ON-BOARDING SERVICES

3.1 On-Boarding Services. If an Order provides for On-Boarding Services, then GDC shall provide the On-Boarding Services described in the Order in a commercially reasonable manner, and shall ensure that such On-Boarding Services are provided by personnel who are qualified by training, experience or education to provide them. Schedules listed in an Order are for planning purposes only and depend on the availability of appropriate Client personnel and information and the date of final Client approval for the Order. Correspondingly, the actual implementation schedule may vary. GDC shall take commercially reasonable measures to minimize schedule changes.

3.2 Training. If On-Boarding Services include training, then such training shall be provided for the time period specified in the Order. Client shall be responsible for identifying its end-users and making such end-users available for training. Depending on Client's training requirements and the number of end-users, training may occur one-on-one, in a group setting, and/or remotely. After the On-Boarding services have been completed, GDC may, in its discretion, impose a reasonable charge for additional training.

4. CLIENT DATA

4.1 Data Ownership. All Client Data shall be considered proprietary to Client. GDC will only use Client Data for performing Services, and as authorized under this Agreement. In the course of providing the Lomali Service, GDC may collect data regarding how Client's users use the Lomali Service ("**Usage Data**") and use such information to improve the Lomali Service, to develop new features of the Lomali Service, and to provide support for the Lomali Service. Usage Data is not Client Data, and Usage Data shall be owned by GDC.

4.2 Data Safeguards. GDC shall maintain reasonable and appropriate data safeguards and procedures designed to prevent the unauthorized use or disclosure of Client Data ("**Data Safeguards**"). For cloud services, GDC uses industry standard TLS/SSL based encryption technologies intended to ensure the data transmitted cannot be observed by third parties. GDC will periodically maintain archives and back-ups of Client Data.

4.3 End of Subscription Term. No earlier than 30 days after termination of the applicable Order (unless a different data retention period has been agreed in the Order or Client enters into a new Order before or during such period), GDC may destroy all Client Data. Upon Client's request made prior to the end of the data retention period, GDC will provide Client with a copy of Client Data in a commercially supported format.

5. PAYMENTS

5.1 Fees and Expenses. In consideration for the subscriptions granted to Client and the performance of GDC's other obligations under this Agreement, Client shall pay to GDC, without offset or deduction, the fees and expenses as determined under the Orders and this Agreement. GDC may increase its fees, effective upon the anniversary of the relevant Order, but must provide notification of such increases at least thirty (30) days in advance. No such increase shall be greater than two percent (2%) over the corresponding increase in the consumer price index for all urban consumers (CPI-U) as reported by the bureau of labor statistics. Unless otherwise provided in an Order, all such fees shall be due and payable within thirty (30) calendar days after an invoice is issued by GDC.

5.2 Taxes. The fees and other amounts payable by Client to GDC do not include any taxes of any jurisdiction that may be assessed or imposed upon the Lomali Service, Documentation, or otherwise, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon GDC's net income. If the provision of the Lomali Services to Client incurs any such taxes, then Client shall directly pay any such taxes assessed. Client shall promptly reimburse GDC for any taxes payable or collectable by GDC (other than taxes based upon GDC's net income).

5.3 Payment Terms. Fees and expenses shall be invoiced by GDC as set forth in the Order. If not specified in an Order, fees shall be payable in advance upon execution of the Order. All invoices shall be sent to Client's address for invoices as designated by Client or, if not designated, then the address printed on this Agreement. If any Client payment is more than thirty (30) days past due, interest at the rate of one percent (1%) per month (or, if lower, the maximum rate permitted by applicable law) shall accrue, unless the non-payment is subject to a Good Faith Dispute. All fees and other amounts paid by Client under this Agreement are non-refundable. All dollar amounts referred to in this Agreement are in United States Dollars. "Good Faith Dispute" means a good faith dispute by Client of certain amounts invoiced under this Agreement. A Good Faith Dispute will be deemed to exist only if (a) Client has given written notice of the dispute to GDC promptly after receiving the invoice and (b) the notice explains Client's position in reasonable detail. A Good Faith Dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice have been disputed.

5.4 Suspension. If Client's account is more than thirty (30) days overdue, GDC shall have the right, in addition to its remedies under this Agreement or pursuant to applicable law, to suspend Client's use of the Lomali Service until Client has paid the full balance owed, plus any interest due.

6. WARRANTIES AND LIMITATIONS

6.1 Performance Warranties. GDC warrants that the Lomali Service shall perform as described in the then current Documentation in all material respects. GDC's only obligation under these warranties is to correct any failure to so perform, or if such correction is not possible in a commercially reasonable timeframe, refund the fees paid for the specific non-conforming services during the periods of non-conformance (or portion thereof reflecting the diminution in value of such services).

6.2 Exclusion for Unauthorized Actions and Results of Use. GDC shall have no liability under any provision of this Agreement with respect to any performance problem, delay, or other matter to the extent attributable to any unauthorized or improper use or modification of the Lomali Service any unauthorized combination with other services, deliverables, platforms, software, hardware, or technology, or any act or omission by Client, its affiliates, or other authorized users or other representatives or contractors. Client is solely responsible for the results obtained from the use of the Lomali Service and Documentation.

6.3 Disclaimer. EXCEPT AS EXPRESSLY STATED ABOVE IN THIS SECTION 6, ON-BOARDING SERVICES, THE LOMALI SERVICE AND DOCUMENTATION ARE PROVIDED "AS IS" AND GDC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT.

6.4 Damage Limitation. In no event will GDC be liable for any indirect, incidental, special, exemplary, or consequential damages, or for any loss of revenue, loss of profit, savings or data, arising in connection with this agreement or the use of the Lomali Service or Documentation based on any theory of contract, tort, strict liability, negligence, or otherwise, even if advised of the possibility of such damages. GDC's total liability under this Agreement and all Orders shall under no circumstances exceed the fees actually paid by the Client to GDC under the applicable Order giving rise to the claim or this Agreement if such claim does not relate to a specific Order.

6.5 Other Limitations. The warranties made by GDC in this Agreement, and the obligations of GDC under this Agreement, run only to Client and not to any third party. There are no third-party beneficiaries of this Agreement. No action or claim of any type relating to this Agreement may be brought or made by Client more than one (1) year after Client first has knowledge of the basis for the action or claim. The Client and GDC have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability is to be limited in accordance with the provisions of this Agreement.

7. Confidentiality

7.1 General Confidentiality Provisions. All Confidential Information of a Party ("*Disclosing Party*") in the possession of the other ("*Receiving Party*"), whether or not authorized, shall be held in strict confidence, and the Receiving Party shall take all steps reasonably necessary to preserve the confidentiality of the Confidential Information. Information will not constitute the other Party's Confidential Information if it (a) is already known by the Receiving Party without obligation of confidentiality; (b) is independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information; (c) is or becomes available to the public without breach of this Agreement; or (d) is lawfully received from a third party without obligation of confidentiality. The Receiving Party will not use or disclose any Confidential Information except as expressly authorized by this Agreement and will protect the Disclosing Party's Confidential Information using the same degree of care that it uses with respect to its own confidential information, but in no event with safeguards less than a reasonable level of care under similar circumstances. The Receiving Party will take prompt and appropriate action to prevent unauthorized use or disclosure of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Receiving Party will not be in violation of this Section 7 with regard to a disclosure that was in response to a valid order or requirement by a court or other governmental body or otherwise required by law, provided that unless prohibited by law the Receiving Party gives the Disclosing Party prior written notice of such disclosure in order to permit the Disclosing Party to seek an appropriate protective order. Information that is disclosed pursuant to a valid court or governmental order shall not lose its status as Confidential Information.

8. OWNERSHIP OF PROPRIETARY ITEMS

8.1 General. All Proprietary Items provided to or accessed by Client under this Agreement are being made available on a strictly confidential and limited use basis in accordance with this Agreement and have great commercial value to GDC. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property or other ownership rights to any Proprietary Items are transferred to Client under this Agreement. GDC reserves all rights not expressly granted by this Agreement.

8.2 Title and Ownership. All right, title, and interest in and to the Proprietary Items (including all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights) are and will remain the sole and exclusive property of GDC. Any derivative works, modifications, or enhancements relating to the Proprietary Items (whether created alone by either Party or jointly by or on behalf of both Parties or their representatives through Professional Services or otherwise) will be solely and exclusively owned by GDC. Client hereby assigns to GDC any rights, title and interest, including all intellectual property rights in any feedback, suggestions, ideas, derivative works, modifications, enhancements, or improvements related to the Proprietary Items that Client or any of its authorized users or representatives provide, propose, create, conceive, author or develop relating to this Agreement or their use of the Subscription Service or Lomali Service. Client will execute and deliver (or cause its representatives to execute and deliver) any additional documents deemed reasonably necessary or appropriate to perfect, maintain, protect, or enforce GDC's rights described above and the intent of this Section.

9. TERMINATION

9.1 Either Party may terminate this Agreement or an Order immediately on giving notice in writing to the other Party if the other Party:

(a) commits a material breach (including any non-payment of fees due other than fees subject to a Good Faith Dispute) and, in the case of a material breach capable of being cured, failed to cure that breach within sixty (60) days after the receipt of a request in writing to cure such breach; or

(b) files for bankruptcy;

(c) becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it;

(d) makes an assignment for the benefit of all or substantially all of its creditors; or

(e) enters into an agreement for the cancellation, extension, or readjustment of substantially all of its obligations; provided, however, if the non-terminating party provides adequate assurances regarding its ability to continue performing the other Party may not terminate.

9.2 GDC may terminate this Agreement or the applicable Order if Client fails to remit payment (other than fees subject to a Good Faith Dispute) and does not cure such payment discrepancy within thirty (30) days of the provision of notice.

9.3 Client may terminate this Agreement or the applicable Order effective on June 30th of the Client's fiscal year if its approved and adopted annual operating budget for the subsequent fiscal year does not appropriate funds which would otherwise be payable under this Agreement or the applicable Order for such subsequent fiscal year. If the Client exercises its right to terminate pursuant to this Section 9.3, then Client shall provide written notice to GDC as soon as practicable after the adoption of such annual budget. This Section 9.3 permits termination notwithstanding (a) any required performance or payment after June 30th of the then-current year or in future calendar years, (b) any automatic renewal otherwise applicable to this Agreement or the relevant Order; or (c) any provision in this Agreement or the applicable Order specifying that its term extends for multiple years.

9.4 Termination of this Agreement shall terminate all Orders then in effect. Upon any termination or expiration of this Agreement, whether under this Section 9 or otherwise, GDC shall perform its data transfer and destruction obligations under Section 4.3 of the Agreement and Client shall: (a) discontinue all access and use of all Proprietary Items and Confidential Information, (b) promptly return to GDC all copies of the Documentation and any other Proprietary Items then in Client's possession or control, and (c) certify in writing that all copies of the GDC Proprietary Information and Confidential Information have been permanently deleted. Client is expressly prohibited from retaining any Confidential Information or Proprietary Items of GDC past the term of this Agreement. Client shall remain liable for all payments due to GDC with respect to the period ending on the date of termination. For any termination other than a termination for cause by Client in accordance with Section 9.1(a), the balance of all remaining subscription fees relating to the then current Subscription Term will be due and payable. The provisions of Sections 6.3, 7, 8, 9, and 10 shall survive any termination or expiration of this Agreement.

10. OTHER PROVISIONS

10.1 **Compliance with Various State Laws.** GDC represents and covenants that it shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes ("NCGS"). GDC acknowledges that, in entering this Agreement, Client is relying on GDC's compliance with such requirements. GDC represents, covenants and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by NCGS § 147-86.58. GDC represents, covenants and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by NCGS § 147-86.81

10.2 **Non-Solicitation.** Client shall not directly or indirectly solicit for employment any employee of GDC for the duration of the Agreement and for twelve (12) months after the termination or expiration of the Agreement; provided, however, that there shall be no prohibition on Client from employing such a person who, without any solicitation or encouragement: (i) responds to an employment opportunity advertised or posted on a company website, in a newspaper, or any hard copy or electronic advertisement or (ii) attends a job fair.

10.3 **Compliance with Laws.** Each Party shall keep informed of and comply with all applicable federal, state and local laws and regulations in connection with their business, operations, and obligations under this Agreement.

10.4 **Notice.** All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt or the first business day after being sent by a reputable overnight delivery service. Either Party may change its address for notices by giving written notice of the new address to the other Party.

10.5 **Parties in Interest.** This Agreement shall bind, benefit and be enforceable by and against GDC and Client and, to the extent permitted hereby, their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the other Party's prior written consent, which consent will not be unreasonably withheld, provided however that GDC may assign this Agreement in connection with a sale or all or substantially all of its assets.

10.6 Entire Understanding. This Agreement, which includes and incorporates Orders, attachments, and any other schedules, exhibits and addenda attached to it, states the entire understanding between the Parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the Parties with respect to the subject matter of this Agreement. In the event of any conflict between these Terms and Conditions and an Order, the Order shall govern.

10.7 Modification and Waiver. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of both Parties. This Agreement may not be modified or amended without written agreement of the Parties. No waiver of any breach of this Agreement, and no course of dealing between the Parties, shall be construed as a waiver of any subsequent breach of this Agreement.

10.8 Severability. If any portion of any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, (a) such unenforceable portion of the provision will be deemed severed from this Agreement, (b) the validity and enforceability of the remaining portion of the provision and the other provisions of this Agreement will not be affected or impaired, and (c) this Agreement will be amended in order to effect, to the maximum extent allowable by law, the original intent of such provision.

10.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.10 Governing Law. This Agreement shall be construed and enforced in accordance with North Carolina substantive law. Any disputes arising from or related to this Agreement shall be heard in the state or federal courts located in Raleigh, North Carolina.

10.11 Force Majeure. Except with respect to Client's payment obligations, neither Party shall be liable for, nor shall either Party be considered in breach of this Agreement due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm, sickness, pandemic, epidemic, quarantine restriction, disruption or outage of communications (including the Internet or other networked environment), power or other utility, labor problem, unavailability of supplies or any other cause which could not have been prevented by the non-performing Party with reasonable care.

10.12 Government End-Users. The Lomali Service and Documentation are intended to be "commercial items" to the maximum extent permitted under the US Code of Federal Regulations and any similar laws. All government end users only have the rights set forth herein.

[END OF MASTER TERMS AND CONDITIONS]