SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is entered into this ____day of __________________, 2026 (the "**Effective Date**"), by and between the City of Wauchula, a Florida municipal entity (the "**MUNICIPALITY**") located at 126 South 7th Ave., Wauchula, FL 33873 and PropLogix, LLC d/b/a Orange Data Systems ("**ODS**"), a Florida limited liability company, located at 5901 N. Honore Ave., Ste. 200, Sarasota, FL 34243 (each a "**Party**" and collectively, the "**Parties**").

WHEREAS, ODS is engaged in the business of providing certain real estate-related software and services.

WHEREAS, the MUNICIPALITY is engaging ODS to provide the same, as further described herein.

NOW THEREFORE, in consideration of the foregoing recitals and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
SERVICES AND FEES

Section 1.1. Scope of Services. ODS shall provide the services and reports, as further described in any Statements of Work (SOWs) attached hereto (the "**Services**"). ODS shall provide the Services on a non-exclusive basis to the MUNICIPALITY. The Services shall be provided in a professional, workmanlike, and timely manner, by qualified personnel and in accordance with the terms of this Agreement.

Section 1.2. Fees; Invoicing. Payment for the services shall be made as described in any SOWs attached hereto.

ARTICLE II
PUBLIC RECORDS, TRADE SECRETS, INTELLECTUAL PROPERTY, AND COMPLIANCE WITH LAWS

Section 2.1 Public Records. The parties acknowledge and agree that the MUNICIPALITY is a public agency subject to Chapter 119, Florida Statutes. To the extent ODS is a company acting on behalf of the MUNICIPALITY pursuant to Section 119.0701, Florida Statutes, ODS must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, ODS agrees to:

(1) Keep and maintain all records that ordinarily and necessarily would be required by the MUNICIPALITY to perform the services under this Agreement.

(2) Upon request from the MUNICIPALITY, provide the MUNICIPALITY 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 costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt, or confidential and exempt, from public records disclosures are not disclosed as except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the ODS does not transfer the records to the MUNICIPALITY.

(4) Upon completion of the services under this Agreement, at no cost, either transfer to the MUNICIPALITY all public records in the ODS's possession or keep and maintain public records required by the MUNICIPALITY to perform the services. If ODS transfers all public records to the MUNICIPALITY upon completion of the services, ODS must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If ODS keeps and maintains public records upon completion of the services under this Agreement, ODS must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the MUNICIPALITY, upon request from the MUNICIPALITY, in a format that is compatible with the information technology systems of the MUNICIPALITY. Notwithstanding anything to the contrary contained herein, ODS does not provide document storage services and may not be relied upon for data or document backup, retention, or archive purposes.

(5) IF ODS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE MUNICIPALITY'S CUSTODIAN OF PUBLIC RECORDS AT: 863-773-3131.

If ODS does not comply with the provisions of this section, the MUNICIPALITY will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with Florida law.

Section 2.2 Trade Secrets and Proprietary Confidential Business Information. Documents submitted by ODS which it contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, or confidential and propriety business information when held by the MUNICIPALITY as a utility owner, consistent with Section 119.0713(5), Florida Statutes, and which are clearly marked or stamped as confidential by the ODS at the time of submission to the MUNICIPALITY, will not be subject to public access. However, should a requestor of public records challenge ODS's claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, ODS must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the MUNICIPALITY to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. ODS must demonstrate the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, ODS is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the MUNICIPALITY's release of the requested records.

Section 2.3. Intellectual Property. Each Party shall retain ownership of all of its: (a) patents, patent applications and disclosures, inventions and methods (whether patentable or unpatentable and whether or not reduced to practice), and related improvements, (b) trademarks, service marks, trade dress, logos, trade names, internet domain names, corporate names and telephone numbers containing or reflecting any of the foregoing, along with any associated goodwill, (c) software interfaces (e.g., APIs), programs and applications (including object code and source code), copyrights, copyrightable works, works of authorship (including advertisements, commercials and promotional materials), data, databases, articles, abstracts, graphics, photographs, programs and programming material, jingles, and slogans, (d) trade secrets or proprietary information, (e) internet websites, including all content and materials displayed on and/or accessible through such sites, (f) other intangible property, including the aesthetic design, format, and layout of the reports and any non-public data provided therein, (g) copies and tangible embodiments of and any documentation (e.g., user manuals) relating to any of the foregoing (in whatever form or medium), and (h) licenses granting any rights with respect to any of the foregoing (including, without limitation, software licenses) ("Intellectual Property"). Nothing in this Agreement creates, or is intended to create, any right, title or interest for the benefit of one Party in the Intellectual Property rights of the other Party.

Section 2.4. Brand Usage. Each Party agrees that it shall not use the names, including registered and fictitious names, trademarks, branding, logos, etc. of the other Party in its promotional activities without the prior written consent of the other Party. The MUNICIPALITY hereby gives authorization for ODS to utilize its name, logos, and branding on the ODS public-facing website to identify the MUNICIPALITY as a municipal entity which utilizes the ODS services.

Section 2.5. Injunctive Relief. Each Party acknowledges that its breach of any of the provisions of this Article 2 would cause irreparable injury to the other which cannot be reasonably or adequately compensated by monetary damages. Accordingly, either Party will be entitled to seek injunctive relief and other equitable remedies in the event of such a breach by the other. The right of each of the Parties to seek injunctive relief shall not limit in any manner their respective rights to seek other and/or additional remedies at law or in equity.

Section 2.6 Public Entity Crimes. Pursuant to Section 287.133(2)(a), Florida Statutes, ODS hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, ODS must notify the MUNICIPALITY immediately and 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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Section 2.7 Scrutinized Companies List. ODS hereby certifies that it: (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria. If MUNICIPALITY determines ODS has falsely certified facts under this Paragraph or if ODS is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, MUNICIPALITY will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes.

Section 2.8 Antitrust Violator Vendor List. ODS has a continuous duty, throughout the entire Term of this Agreement, and any renewal, to disclose to the MUNICIPALITY if ODS or any of its affiliates, as defined by section 287.137(1), Fla. Stat., are placed on the Antitrust Violator Vendor List. Pursuant to section 287.137, Fla. Stat., "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."

Section 2.9 Discriminatory Vendor List. ODS hereby acknowledges its continuous duty to disclose to the MUNICIPALITY if ODS or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, has been placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list 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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

ARTICLE III
TERM AND TERMINATION

Section 3.1. Term. Unless terminated earlier as provided below, this Agreement shall commence on the Effective Date and shall continue for three (3) years thereafter ("**Term**"). This Agreement will automatically renew for successive two (2) year terms unless written notice of nonrenewal is received by the other Party at least thirty (30) days prior to the expiration date. Termination of an SOW shall not result in termination of this master Services Agreement unless such SOW is the only one pursuant to which services are being provided.

Section 3.2. Termination. This Agreement may be terminated by either Party (i) as provided in Section 3.1, (ii) in the event that the other Party materially breaches this Agreement, so long as the non-breaching Party provides the breaching Party with written notice of the subject breach and a ten (10) business day opportunity to cure the same, or (iii) upon thirty (30) days' prior written notice of termination. Termination for breach does not constitute waiver of any other rights or remedies that the non-breaching Party may have for such breach of this Agreement.

In the event of termination of this Agreement, ODS retains the right to pursue payment of outstanding Fees and any other amounts to which it may be entitled pursuant to this Agreement.

ARTICLE IV
LIABILITY AND INDEMNIFICATION

Section 4.1. Services Warranty. ODS hereby agrees to use commercially reasonable efforts to correct any reproducible and correctable error in the Services, to the extent that the MUNICIPALITY advises ODS of such error in writing during the term of this Agreement.

Section 4.2. Limitation of Liability.

THE PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) SUFFERED BY THE OTHER PARTY ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE, OMISSION OF PERFORMANCE, OR TERMINATION THEREOF, WITHOUT REGARD TO THE NATURE OF THE CLAIM (E.G., BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE), EVEN IF ODS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 4.3. Maximum Liability. THE PARTIES' TOTAL LIABILITY AND THEIR EXCLUSIVE REMEDY FOR ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING ANY INDEMNIFICATION OR DEFENSE OBLIGATIONS HEREUNDER, SHALL BE LIMITED TO THE DIRECT MONEY DAMAGES INCURRED BY THE PARTY ASSERTING A CLAIM, NOT TO EXCEED THE AMOUNT OF $300,000.00 IN THE AGGREGATE.

Section 4.4. Indemnity.

ODS, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to MUNICIPALITY), protect, and hold MUNICIPALITY, and its officers, City Commissioners, employees, and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses, (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), including but not limited to, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses arising out of or related to any actual or alleged injury, or any other damage or loss arising out of or resulting from (i) the failure of ODS to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by ODS of its obligations under this Agreement, or (iii) the negligent act, errors or omissions, or intentional or willful misconduct, of ODS, its officers, agents, or employees; provided, however, that ODS shall not be obligated to defend or indemnify MUNICIPALITY with respect to any such claims or damages arising out of the MUNICIPALITY's negligence, or the negligence of its agents or subcontractors.

MUNICIPALITY, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to ODS), protect, and hold ODS, and its officers, employees, and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses, (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), including but not limited to, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses arising out of or related to any actual or alleged injury, or any other damage or loss arising out of or resulting from (i) the failure of MUNICIPALITY to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by MUNICIPALITY of its obligations under this Agreement, or (iii) the negligent act, errors or omissions, or intentional or willful misconduct, of MUNICIPALITY, its officers, agents, or employees; provided, however, that MUNICIPALITY shall not be obligated to defend or indemnify ODS with respect to any such claims or damages arising out of the ODS's negligence, or the negligence of its agents or subcontractors.

The foregoing indemnification shall not constitute a waiver of the MUNICIPALITY's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. This indemnification shall survive the termination of this Agreement.

Section 4.5 Insurance. ODS shall maintain Errors and Omissions Insurance applicable to the services provided hereunder with a coverage limit of liability of no less than Five Hundred Thousand Dollars ($500,000).

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.1. Independent Relationship. It is intended that each Party shall at all times be completely independent of the other Party. Nothing contained herein shall constitute a partnership, joint venture, employment, agency, or any other similar relationship by or between the Parties.

Section 5.2 Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Except as expressly stated, the remedies provided herein are in addition to, and not exclusive of, any other remedies at law or in equity.

Section 5.3. Severability and Joint Drafting. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable. Each of the Parties hereto acknowledge such participation and negotiation in order to avoid the application of any rule construing contractual language against the drafter and agree that the provisions of this Agreement shall be construed without prejudice to either Party to this Agreement.

Section 5.4. Applicable Law and Waiver of Jury Trial. If any legal action is brought by either Party relating to this Agreement, the prevailing Party shall be entitled to the recovery of reasonable attorneys' fees, costs and expenses, including appellate fees. This Agreement will be construed, interpreted and the rights of the Parties determined in accordance with the laws of the State of Florida, without regard to conflict of law principles, and the Parties hereby consent to the exclusive jurisdiction and venue of the courts of Hardee County, Florida.

WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, ODS AND THE MUNICIPALITY HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Section 5.5. Successors and Assigns. All of the terms and provisions of this Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither Party is permitted to assign this Agreement and/or the rights and obligations hereunder, unless approved in writing by the other Party; provided, however, that ODS may assign all or any portion of its rights and obligations hereunder to the purchaser of all or substantially all its assets or stock (by merger or otherwise).

Section 5.6. Notices. All notices, consents, and similar communications to any Party shall be deemed to be sufficient if in writing, delivered in person, by electronic mail, an overnight courier, or first class registered or certified mail, in all cases evidence of receipt or return receipt required, postage prepaid, addressed to such Party at the address first set forth above or such other address as may hereafter be designated in writing by such Party. Notice to ODS shall be addressed to the attention of General Counsel with copy to legal@proplogix.com.

All such notices, requests, consent, and other communications shall be deemed to have been given when actually received or delivery refused by the applicable Party.

Operational and regular course of dealings communications with ODS should be directed to David Harrington (david@orangedata.com) and Stewart Holley (stewart@orangedata.com).

Section 5.7. Force Majeure. ODS shall be excused from performance and shall not be held liable in any way for any delay, failure in performance, loss, or damage arising out of or relating to any cause beyond its reasonable control, including but not limited to (i) any act of God, war, act of a public enemy, riot or other civil disorder, act of any government body, labor dispute, shortage of fuel or power, explosion, epidemic, fire, flood, earthquake, windstorm, or other unusually severe weather, or (ii) any interruptions, omissions, malfunctions, delays, or errors of any third party communication system, telecommunication or similar carrier, operational or computer system, or access thereto which would have an impact on the Services.

Section 5.8. Entire Agreement; Counterparts; Amendment. This Agreement contains the entire agreement between the Parties, and supersedes all prior and collateral representations, promises, and agreements. Any representation, promise, or agreement not incorporated in this Agreement shall not be binding on either Party. This Agreement may be executed in several counterparts, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement. This Agreement may be amended at any time only by the signed, written agreement of the Parties. Electronic execution of this Agreement shall be deemed effective and legally binding.

Section 5.9. No Third-Party Beneficiaries. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the Parties to this Agreement

Section 5.10. Survival. The rights and obligations of the Parties which by their nature must survive termination or expiration of this Agreement in order to achieve their fundamental purpose shall survive in perpetuity any termination or expiration of this Agreement.

Section 5.11. Authority to Execute. Each Party has full power and authority to enter into this Agreement. The signatory for each Party, respectively, has the authority to legally bind the Party for which it executes this Agreement. Neither Party is bound by any other agreement, whether written or oral, which would preclude it from entering into this Agreement and/or undertaking the responsibilities and obligations contained herein.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date set forth above.

PROPLOGIX, LLC D/B/A
ORANGE DATA SYSTEMS

By: _______________________________

Date: __________________

THE CITY OF WAUCHULA, FLORIDA

ATTEST:

____
Print Name:
Title:

By: ______________________________
Print Name: Richard K. Nadaskay
Title: Mayor

Date: __________________

Approved as to form and legality:

____
Print Name:
Title:

STATEMENT OF WORK I
LIEN SERVICES

1. Services Description. ODS shall generate a report in response to requests from third parties made to the MUNICIPALITY for information related to fees and debts owed to the MUNICIPALITY in connection with real property records pertaining to code enforcement, utilities, and their related lien status (if any). The MUNICIPALITY shall automatically provide such information and records to ODS electronically on a mutually agreed basis.

2. Fees; Invoicing. ODS shall collect payment in the total amount of Fifty Dollars and no cents ($50.00) from the third-party requestor for each Report completed (the "**LS Fees**"). Payment of the LS Fees shall be required upon order submission, except for requestors that maintain an established credit account with ODS. For each report, ODS shall retain Twenty Dollars and no cents ($20.00) of the LS Fees as compensation for the Services, and shall remit the balance of Thirty Dollars and no cents ($30.00) to the MUNICIPALITY on a monthly basis for those LS Fees collected in the prior month. For clarity, it is understood and agreed that the MUNICIPALITY shall not be responsible for payment of the Fees.

Any invoice for LS Fees not paid by the third-party requestor within thirty (30) days shall be deemed past due and shall incur interest at the lesser of (i) one and one-half percent (1.5%) per month or (ii) the highest rate permitted by applicable law. Such interest and any reimbursement of fees related to its collection efforts shall be retained by ODS as a reasonable estimate of its damages. ODS shall extend the foregoing Fees and payment terms provided in this Statement of Work to any city or similar municipal entity whose boundaries are entirely within the jurisdiction of the MUNICIPALITY. Any such city or similar municipal entity shall be required to execute a separate agreement with ODS.

STATEMENT OF WORK ACKNOWLEDGEMENT (Initial):

ODS: _______ MUNICIPALITY _______