CITIBOT SUBSCRIPTION AGREEMENT

This Agreement is made and entered into this 16 day of 2025 by and between Citibot, Inc. ("Citibot"), a South Carolina Corporation authorized to business in the State of Florida, with its principal address at 656 Ellis Oak Avenue, James Island, South Carolina 29412 and the Village of Wellington ("Wellington" or "Subscriber"), a Florida municipal corporation, with its principal address at 12300 Forest Hill Blvd., Wellington, Florida 33414.

1. DEFINITIONS

"Authorized User" means each employee of Subscriber, citizens of Wellington, FL, agents and/ or contractors of Subscriber authorized to access and use the Service and the Content.

"Authorized User Personal Data" or "Customer Data" means any non-public, personal information provided by the Authorized User to **Citibot** to enable the provision of Services.

"***Citibot Content***" means all other Content of the Service.

"Content" collectively refers to any and all information, including any text, graphics, and and/or other materials, submitted to or made available through the Service.

"Services" collectively refers to the Citibot Multi Language, City website chatbot customer service platform, SMS chatbot customer service platform, software and/ or services made available to Subscriber. The features include (1) questions and search result answers; (2) service request submittal (a list of search requests is referenced below and would be a part of an integration into RockSolid), and (3) submission of a direct message pathway to the City.

"Software" means the proprietary web-based products, including, but not limited to, the source code, object code or underlying structure, ideas, know-how or algorithms, documentation, or data related to the Services provided by Citibot

"***Subscription***" refers to the rights granted by **Citibot** to **Subscriber** to access and use the Service and the Content, subject to the terms and conditions of the Subscription Agreement.

"User Content" means Content submitted to the Service by Subscriber or any Authorized User.

2. LICENSE

a. Citibot hereby grants to Wellington and to each Authorized User a limited, non-exclusive license ("License") to use and access the Citibot software in accordance with and for the purposes set forth in this Agreement beginning on the License Start Date until the License Expiration Date.

b. During the term of this Agreement, Citibot will provide Authorized Users access to, and use of, the Citibot software and Services, by enabling a portal for Authorized Users to access through a web browser, and through Wellington's CivicPlus Website.
c. Citibot will make available to Subscriber all updates and any documentation for such updates to the Services. Citibot will use commercially reasonable efforts to ensure that (i) new features or enhancements to existing features are synchronized with the previous version, and (ii) updates will not degrade the performance, functionality, or operation of the Services. General maintenance of the system is completed on a regular basis to ensure optimal performance of the Services.
d. Citibot will use commercially reasonable efforts to maintain the availability of the Services at a level of 99.5%.
e. All Authorized User Personal Data will be stored, processed, and maintained solely in data centers located in the United States.
f. Citibot is responsible for maintaining a backup of the Authorized User Personal Data and for an orderly and timely recovery. Citibot shall maintain a contemporaneous backup of such data that can be recovered within a reasonable period of time

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

a. In connection with the Agreement, Citibot, and its employees and agents, may have access to Authorized User Personal Data. To the extent permitted by law, Citibot shall, and shall ensure that its employees and agents shall, keep the Authorized User Personal Data of each discloser in strict confidence and use it only for the purpose of performing its duties under this Agreement. To the extent permitted by law, Citibot will not directly or indirectly disclose, publish, disseminate, make available or otherwise communicate in any way, to any third person not having a need to know in order to perform its duties under this Agreement, any Authorized User Personal Data without the discloser's prior written consent. Citibot will have appropriate safeguards in place within its organization to restrict access to Authorized User Personal Data to only those individuals as needed in connection with the performance of this Agreement. Citibot will take care of Authorized User Personal Data using at least the same standard of care it would use with its own confidential information, but in no event shall Citibot use less than reasonable care in protecting such Authorized User Personal Data.
b. In the event that Citibot is required by law or a binding order of a governmental agency or court of competent jurisdiction to disclose any Authorized User Personal Data of an Authorized User, Citibot shall, if legally permitted, provide the Authorized User with prompt written notice (via e-mail that is acknowledged as received) to allow the discloser an opportunity to appear and object prior to Citibot's compliance with requested disclosure. The written notice shall provide the Authorized User with sufficient information describing the content of the information to be disclosed. If such objection is unsuccessful, then Citibot shall produce only such Authorized User Personal Data as is required by law, the court order, or governmental action.
c. Subscriber shall own all right, title, and interest in and to the Authorized User Personal Data, as well as any data that is based on or derived from the Authorized User Personal Data and provided to Subscriber as part of the Services.

d. Citibot shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements, or modifications thereto, (b) any software, applications, inventions, or other technology developed in connection with implementation of services or support, and (c) all intellectual property rights related to any of the foregoing.
e. Notwithstanding anything to the contrary, Citibot shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Authorized User Personal Data and data derived therefrom), and Citibot will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

4. TERM AND TERMINATION

a. Subject to earlier termination as provided below, the initial term of this Subscription Agreement shall commence on the date this Agreement is executed by the Parties and continue in effect for one year at the rates specified in the post installation maintenance, hosting, support, and software as a service section as described below. Wellington will have the option to renew for an additional one year or multi-year term and will be presented with options and pricing by Citibot ahead of the end of the contracted term.
b. Either party may terminate this Agreement for convenience by providing thirty (30) days written notice to the other party. The Customer shall not be entitled to any refund for any unused portion of the Term if the Customer terminates the Agreement in accordance with this subsection.
c. Upon termination of this Agreement, Citibot shall disable the website portal, and the Subscription and all rights to use the Services granted to Subscriber and to Authorized Users shall cease. Citibot shall provide Wellington with a final extract of the Content and Authorized User Personal Data via Secure File Transfer Protocol (SFTP), within a reasonable time, not to exceed thirty (30) days from the date of the termination. The extraction and transfer of the Content and Authorized User Personal Data will be provided without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Citibot). Citibot shall have the right to retain Citibot Content.

5. INSTALLATION FEE; SUBSCRIPTION FEE; PAYMENT

a. Wellington is responsible for payment of the fees set forth below, which fees shall be due and payable to Citibot within thirty (30) days of receipt of invoice.
b. The following fees shall apply to the Initial Term of this Agreement:

PRICING	YEAR 1
Implementation Fees*, including RockSolid Integration	$9,000
Annual Subscription – Web Chat**	$9,000

Annual Subscription – SMS Chat***	$7,900
Annual Subscription—Multi-Language Translation API****	$2,500
TOTAL ANNUAL COSTS	**$28,400**

* Implementation Fee means the upfront development and installation costs, including software costs, initial configuration and setup costs, initial license costs, training, implementation, and RockSolid integration.

** Web Chat Annual Subscription includes post-installation maintenance, hosting, support, and software as a service costs. Citibot will invoice this payment on the earlier of the launch date or three months after the date of execution of this Agreement.

*** SMS Chat Annual Subscription includes post-installation maintenance, hosting, support and software as a service costs. Citibot will invoice this payment on the earlier of the launch date or three months after the date of execution of this Agreement.

**** Multi-Language Translation API includes post-installation maintenance, hosting, support, and software as a service costs. Citibot will invoice this payment on the earlier of the launch date or three months after the date of execution of this Agreement.

c. The following categories and/or such other categories as the Parties may agree will be integrated with the RockSolid software to provide AI conversational chat capability. Such AI conversational chat capability will be available during the life of this Agreement and includes post-installation maintenance, hosting, support, and software as a service costs.

Pothole
Missed Trash Pickup
Trash Can Repair
Missed Recycling Pickup
Recycling Can Repair
Flooding
Lost Dog
Dead/Stray Animal
Broken Street Sign
Broken Traffic Light
Broken Street Light
Fallen Tree

Broken Pavement/Sidewalk
Noise issue (Barking Dog, for example)
Tall Grass/Weeds
Abandoned Vehicle
Unlicensed Business Operating in Home
Graffiti
Hazardous Materials
Illegal Dumping
Mosquitos
Prohibited Outside Storage
Sewage
Yard Upkeep
Zoning Infractions
Cave In
Snow/Ice removal
Traffic
Direct Message Submittal

Other Service requests can be added to the AI conversation flow for $75/hour and not to exceed 7 hours per service request.

6. WARRANTY AND DISCLAIMER

a. Citibot represents and warrants the following: (a) this Agreement sufficiently describes the features, functionality, and operation of the software and Services; (b) the software is free from defects in material and workmanship; (c) the Software does not contain any viruses or other malicious threats, programs, features, or devices ("Viruses") that could harm Wellington, and Citibot uses commercially reasonable efforts to prevent and eradicate such Viruses. Furthermore, consistent with prevailing industry standards, Citibot shall maintain the software in a manner which minimizes errors and interruptions and shall perform the Services in a professional and workmanlike manner. Notwithstanding the foregoing, the software may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Citibot's reasonable control, but Citibot shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

b. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Authorized User Personal Data or the physical, technical, administrative, or organizational safeguards put in place by Citibot that relate to the protection of the security, confidentiality, or integrity of Authorized User Personal Data, Citibot shall, as applicable: (i) notify Wellington as soon as practicable but no later than twenty-four (24) hours after becoming aware of such occurrence; (ii) cooperate with Wellington in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Wellington; and (iii) in the case of Personally Identifiable Information (PII), at

Wellington's sole election, notify the individuals whose PII was compromised as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legal requirement, within five (5) calendar days of the occurrence; and/or (iv) perform or take any other actions required to comply with applicable State law as a result of the occurrence.

c. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND CITIBOT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CITIBOT DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE AND SERVICES. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SOFTWARE AND SERVICES.

7. INDEMNITY

a. Citibot will indemnify, defend, and hold harmless Wellington against all claims, suits and actions asserted by an unaffiliated third party against the Wellington for liabilities, damages and costs, including reasonable attorneys' fees, incurred in the defense of any claim brought against Wellington alleging that any software or the Services infringe or misappropriate a third-party's U.S. registered patent right, trademark, or copyright (an "Infringement Claim"), provided Citibot is promptly notified of any and all threats, claims, and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Wellington shall not settle or compromise such Infringement Claim without the express written consent of the Citibot.

b. Citibot's indemnity obligation under this Section shall not extend to claims that arise from:

   i. An unauthorized modification of the software or Services by Wellington where the software or Services would not be infringing without such modifications;

   ii. Customized portions of the Services designed in accordance with written specifications provided by Wellington where the software or Services would not be infringing but for Citibot's compliance with such written specifications;

   iii. The failure of Wellington to install an update to the software or Services provided by Citibot that would have avoided the actual or alleged infringement;

   iv. The combined use by Wellington of the software or Services with other components, products, or services not provided by Citibot where the software or Services would not be infringing but for such combination; and/or

   v. Workflows, analytic applications, algorithms, or other applications or programming built by Wellington or created by or on behalf of Wellington without Citibot's approval.

8. LIMITATION OF LIABILITY

a. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LEGAL FEES AND EXPENSES), WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, BREACH OF WARRANTY, OR NEGLIGENCE, EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN PARAGRAPH 3; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN PARAGRAPH 7; (3) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, OR (4) A DATA BREACH (WHICH SHALL BE SUBJECT TO A SUPER CAP IDENTIFIED BELOW). OTHER THAN THE FOREGOING EXCEPTIONS, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY EXCEED THE GREATEST AMOUNT OF THE FEES PAID OR OWED BY EITHER PARTY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. CITIBOT'S LIABILITY TO WELLINGTON FOR DAMAGES ARISING OUT OF ANY DATA BREACH WILL BE LIMITED TO $100,000.00. IN NO EVENT SHALL WELLINGTON'S LIABILITY UNDER THIS AGREEMENT EXCEED THE LIMITATIONS SET FORTH IN SECTION 768.28, FLORIDA STATUTES. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIBVER OF WELLINGTON'S SOVEREIGN IMMUNITY OR CONSENT TO BE SUED BY THIRD PARTIES.

9. INSURANCE

a. During the course of performing its duties under this Agreement, Citibot agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least $2,000,000 in aggregate and $1,000,000 each occurrence; (b) Cyber Liability of at least $2,000,000; and (c) Workers' Compensation complying with applicable statutory requirements. Citibot will provide Customer with copies of certificates of insurance upon Customer's written request.

10. DATA SECURITY, CUSTOMER DATA, AND CYBER INSURANCE

a. Citibot will implement commercially reasonable administrative, technical, and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Citibot will review and test such safeguards on no less than an annual basis.

b. Wellington shall maintain, in connection with the operation or use of the products or services set forth in this Agreement, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, and non-repudiation and virus detection and eradication.

c. Each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of Customer Data or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the Customer Data and the nature of the Customer Data being protected. If necessary, the parties will cooperate to document these measures taken.

d. Citibot's cyber liability coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Citibot in this Agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

e. Village of Wellington shall be added as an additional insured on all required insurance policies.

11. ASSIGNMENT

This Agreement may not be assigned by either party unless prior written approval is granted by the non-assigning party.

12. BINDING EFFECT

This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective successors and assigns.

13. COMPLIANCE WITH LAWS.

Citibot agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances, including Wellington policies, now in effect or hereafter enacted that are applicable in any way to the performance of Citibot's obligations under this Agreement.

14. CONSTRUCTION AND SEVERABILITY

This Agreement shall not be construed against the party who drafted it, as each party to this Agreement has had the opportunity to have their business and legal experts review the adequacy of the same. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed stricken and the remaining provisions will remain valid and shall continue in full force and effect.

15. COOPERATION WITH INSPECTOR GENERAL

Pursuant to Ordinance No. 2011-009, Palm Beach County has established the Office of the Inspector General, which is authorized to review Wellington contracts and records. Citibot shall fully cooperate with the Inspector General and shall provide access to the records in the manner provided herein for Wellington to inspect such records. Failure to cooperate with the Inspector General, or interfering with or impeding any investigation of the Inspector General, shall be a violation of County Ordinance 2011-009 and shall be

punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

16. COUNTERPARTS

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

17. DRUGS AND ALCOHOL

The illegal use, possession, sale, manufacture, or distribution of drugs or alcohol is prohibited on Wellington property. Any misuse of drugs or alcohol by Citibot, its employees, officers, agents, or representatives in connection with this Agreement is prohibited and may be reported to the appropriate authorities.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between Wellington and Citibot pertaining to the subject matter of this Agreement, whether oral or written.

19. E-VERIFY - COMPLIANCE WITH F.S. 448.095

Wellington requires all contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

20. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any legal action relating to this Agreement, venue shall lie in Palm Beach County, Florida.

21. INDEPENDENT CONTRACTOR

Citibot and Wellington shall each be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between Citibot and Wellington. Each party acknowledges and agrees that it neither has nor shall give the appearance or impression of having legal authority to bind or commit the other party in any way.

22. LEGAL AUTHORITY

Each Party to this Agreement represents, warrants, and covenants as follows:

a. They have the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.
b. This Agreement, when executed and delivered shall be a legal, valid, and binding obligation enforceable against the other Party in accordance with its terms, except to

the extent that enforcement may be limited by bankruptcy, insolvency, or other similar laws affecting creditors' rights generally.

c. The execution, delivery, and performance of this Agreement by each Party does not violate or cause a breach of any other agreements or obligations to which the Parties are bound, and no approval or other action by any governmental entity or agency is required in connection herewith.

d. Each of the foregoing representations, warranties, and covenants shall be true at all times during the term hereof. The Parties acknowledge that each of such representations, warranties, and covenants are deemed to be material; and have been relied upon by the other Party.

23. LICENSES AND APPROVALS

Citibot represents that it has all required local, state, and federal permits, licenses, and approvals necessary or required for Citibot to perform the work or services contemplated herein.

24. MODIFICATION OF AGREEMENT

This Agreement may be modified only by a written amendment executed by both parties to the Agreement.

25. NON-DISCRIMINATION

Citibot shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Citibot shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Citibot shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility. Citibot's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

26. NOTICE

Whenever any notice is required to be given under this Agreement, such notice shall be in writing and addressed as set forth in this section. Notice shall be either (a) hand delivered or (b) mailed by registered or certified mail (postage prepaid), return receipt requested. Notice shall be deemed to have been duly delivered when personally delivered, or when delivered by U.S. Mail or courier service, as shown by the return receipt.

If to Wellington: Village of Wellington
12300 Forest Hill Boulevard

Wellington, FL 33414
Attn: Chief Information Officer

With a copy to:

Village of Wellington
12300 Forest Hill Boulevard
Attn: Village Attorney

If to Citibot:

Citibot, Inc.
656 Ellis Oak Avenue
James Island, South Carolina 29412
Attn: W. Bratton Riley

27. PARAGRAPH HEADINGS

The headings in this Agreement are solely for convenience of reference and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

28. PUBLIC RECORDS

Citibot shall comply with all requirements of Florida's public records law, Chapter 119, Florida Statutes. Specifically, Citibot shall:

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

If Citibot fails to abide by the requirements of this section or the provisions of Chapter 119, Florida Statutes, Wellington may, without prejudice to any other right or remedy, terminate this Agreement immediately, without further notice.

IF CITIBOT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITIBOT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-791-4000, or publicrecords@wellingtonfl.gov, or Clerk's Office, 12300 Forest Hill Blvd., Wellington, FL 33414.

29. SCRUTINIZED COMPANIES

If Citibot is a corporate entity, by entering into this Agreement, Citibot certifies pursuant to sections 215.4725 and 287.135 of the Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than $1 million, Citibot further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If Wellington determines, using credible information available to the public, that Citibot has submitted a false certification or otherwise engaged in any of the activities prohibited by this paragraph or the applicable Florida Statutes, Wellington may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

30. SEXUAL ABUSE AND HARASSMENT

Wellington prohibits sexual abuse and harassment of any kind. Anyone who engages in abusive or harassing conduct will be immediately removed from the premises and reported to the appropriate authorities.

31. TAXES

Citibot is solely responsible for the payment of any and all pertinent federal, state or local business, employment, self-employment, workers' compensation or income taxes or other assessments levied by governmental authorities on any monies earned as a result of their contractual relationship with Wellington. Citibot agrees to reimburse Wellington for any claim or assessment, including interest and penalties, by any taxing authority arising from this paragraph. Additionally, Citibot is not eligible to benefit from Wellington's Tax Exempt Status. As such, Citibot is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of Citibot's obligations under this Agreement.

32. THIRD PARTY BENEFICIARIES. No provision of this Agreement is intended to, or shall be construed to create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of Wellington or Citibot.

33. USE OF TRADEMARKS OR SERVICE MARKS

Except as expressly provided herein, neither party shall have the right to use in any way the corporate or trade name, trademark(s), service mark(s), logo(s), or other identification of the other party without its prior written consent.

34. WAIVER

The failure of Wellington at any time to require performance by Citibot of any term of this Agreement shall in no way affect the right of Wellington thereafter to enforce same. Nor shall waiver by Wellington of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by Wellington. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

35. AVAILABILITY OF FUNDS

Notwithstanding anything in this Agreement to the contrary, Wellington's obligations hereunder are subject to the availability of funds lawfully appropriated by Wellington's Council for such purpose and if such funds are not so appropriated, this Agreement shall terminate immediately without liability for damages, penalties or charges to Wellington except those incurred up to the date of termination.

CITIBOT, INC.

By: _____

W. Bratton Riley
President and CEO

VILLAGE OF WELLINGTON, FL

By: _____

TanyaQuickel
Deputy Village Manager

Doc ID: d5f1095d10e0c037a79593419fb9e7391abd73cc

Dropbox Sign

Audit trail

Title	Wellington - Citibot Service Agreement
File name	CITIBOTSUBSCRIPTIONAGREEMENT.docx
Document ID	d5f1095d10e0c037a79593419fb9e7391abd73cc
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**03 / 31 / 2025** 17:05:24 UTC	Sent for signature to Bratton Riley (bratton@citibot.io) from chelsey@citibot.io IP: 216.122.157.107
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SIGNED	**04 / 14 / 2025** 16:11:33 UTC	Signed by Bratton Riley (bratton@citibot.io) IP: 174.224.154.163
COMPLETED	**04 / 14 / 2025** 16:11:33 UTC	The document has been completed.

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT
(Pursuant to Section 287.138, Florida Statutes)

STATE OF Kansas)
COUNTY OF Pottawatomie

BEFORE ME, the undersigned, personally appeared Chelsey Boss (Name of Affiant) of Citibot, Inc. (name of entity), who, first being duly sworn, deposes and says:

1. I have personal knowledge of the facts in this affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.

2. I am the officer or agent of the business entity named below and make this affidavit to comply with section 287.138, Florida Statutes.

3. I certify that the business entity named below does not provide access to an individual's personal identifying information to any entity that:
   a) is owned by the government of a foreign country of concern;
   b) has provided a foreign country of concern a controlling interest; or
   c) is organized under the laws of or has its principal place of business in a foreign country of concern.

4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

5. Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

Affiant Name: Chelsey Boss
Signature: CB
Title: Sales Director
Business Entity Name: Citibot, Inc.
Date: April 14, 2025

SWORN TO AND SUBSCRIBED before me by means of ☑ physical presence or ☐ online notarization, this 14 day of April, 2025, by Chelsey Boss (Name of Affiant), as Sales director (Title) of Citibot, Inc. (Name of Business Entity), who is personally known to me or who has produced _____, as identification.

KELLY LINNEMANN
My Appointment Expires
December 15, 2026

NOTARY PUBLIC, State of: Kansas
Printed Notary Name: Kelly Linnemann
My Commission Expires 12-15-26

Scanned with CamScanner

AFFIDAVIT OF VENDOR/CONTRACTOR

STATE OF Kansas)

COUNTY OF Pottawatomie

BEFORE ME, the undersigned, personally appeared Chelsey Bass (Name of Affiant), who, first being duly sworn, deposes and says:

1. I have personal knowledge of the facts in this affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.

2. I am the officer or agent of the business entity named below and make this affidavit to comply with section 787.06, Florida Statutes.

3. The business entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

5. Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

Affiant Name: Chelsey Bass
Signature: CB
Title: Sales Director
Business Entity Name: Citibot, Inc.
Date: April 14, 2025

SWORN TO AND SUBSCRIBED before me by means of ☑ physical presence or ☐ online notarization, this 14 day of April, 2025, by Chelsey Bass (Name of Affiant), as Sales Director (Title) of Citibot, Inc. (Name of Business Entity), who is personally known to me or who has produced _____, as identification.

Kelly Linnemann
NOTARY PUBLIC, State of: Kansas
Printed Notary Name: Kelly Linnemann
My Commission Expires: 12-15-26

KELLY LINNEMANN
My Appointment Expires
December 16, 2026

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