

GuideGeek Subscription and Services Agreement

- Overview.** This GuideGeek Subscription and Services Agreement (“Agreement”) is made and entered into as of _____ (the “Effective Date”) by and between Matador Ventures, Inc. (“Matador”), with an address of PO Box 7775 #40021 San Francisco, CA 94120, and Monroe County Board of County Commissioners (“Client”), with an address of 1100 Simonton St, Key West, FL 33040 (each separately a “Party” and together, “Parties”), for the purpose of customizing, installing and administering a Client-specific GuideGeek program (“Client’s GuideGeek”) for visitors to Client’s sites (“User(s)”).

Client	Monroe County Board of County Commissioners
Matador	Matador Ventures, Inc. dba Matador Network
Subscription Period	12 months
Subscription Start Date	August 11, 2025
Subscription Renewal Date	August 11, 2026
Set-Up Fee	\$5,000
Annual Subscription Fee	\$10,000
Other Fee(s)	Site Indexing Service - \$10,000
Fee Total	\$25,000

- License and Use:** Matador hereby grants to Client a non-exclusive, worldwide, revocable, limited license for the installation and use of Client’s GuideGeek, only during the Subscription Period, including any Subscription renewals. Client and Matador will retain access to Client Data in perpetuity to the extent allowed by law. Client may not charge a fee or otherwise receive any remuneration from Users for use of GuideGeek. Client’s rights under this License will terminate automatically if Client fails to comply with any term(s) of this Agreement.
- Services:** Only those Services specifically enumerated in **Exhibit A** shall be included under this Agreement.
- Fees & Payment Terms:** Client will pay Matador a total of \$ 25,000 (“Fee Total”) for the Services described on Exhibit A. Payment shall be received by Matador no later than 30 days after Client’s receipt of invoice;
 - The Fee Total will be invoiced by Matador to Client upon execution of this Agreement;
 - WhatsApp and any other platform through which GuideGeek operates may charge usage fees. Client acknowledges and agrees that any such third-party fees will be Client’s sole responsibility and will be charged by the third parties directly to Client.
- Installation, Removal and Termination:**
 - Set-Up Period:** The Set-Up Period begins on the Effective Date of this Agreement and runs for 10 weeks. Client’s Subscription Period begins immediately upon the conclusion of the Set-Up Period. The following criteria must be completed prior to GuideGeek going live:

- i. Upon execution of this Agreement and any attachments, exhibits, addendums and schedules, Client will provide Matador with access to Client's Meta business account to begin the set-up process;
 - ii. Matador will create an original WhatsApp number from which Client's GuideGeek will operate;
 - iii. Client and Matador will work together to create one (1) unique Introductory Message to be displayed to all Users of Client's GuideGeek;
 - iv. Client and Matador will work together to make adjustments to the Global Prompt in order to cater to Client's specific needs, including but not limited to preferred destinations, local culture, and local rules;
 - v. Once Matador and Client have tested Client's GuideGeek and are satisfied with the results, Matador will provide Client with access to the GuideGeek Admin which will allow the Client access to conversations and User information (altogether, "Client Data") and Client's GuideGeek will go live.
- b. Subscription Period:
 - i. The Subscription Period shall run for 12 months and will begin immediately upon completion of the Set-Up Period (for clarity, Subscription Period begins 10 weeks following the Effective Date of this Agreement);
 - 1. The Subscription Period will always begin 10 weeks after the Effective Date of this Agreement regardless of when Client's GuideGeek actually goes live.
 - ii. Client's right to use and operate Client's GuideGeek is limited to the number of Seats provided by Client's Subscription; Client may not authorize more workers to access Client's GuideGeek than the number of Seats listed in Exhibit A
- c. Termination and Subscription Renewal:
 - i. Parties may terminate this Agreement only for a material breach of this Agreement, bankruptcy, insolvency or corporate merger. In the event of termination, all fees paid are considered wholly earned and will not be refunded to Client;
 - ii. The Subscription will automatically renew under the same terms of this Agreement, with the exception of the Annual Fee which may be increased in the sole discretion of Matador, unless Client notifies Matador of its non-renewal within thirty (30) days of the Subscription Renewal Date. Matador will notify Client of the upcoming subscription renewal and Annual Subscription prior to Client's 30-day termination notice period;
 - iii. Client will continue to have access to all Client Data after expiration of the Subscription and removal of Client's GuideGeek, only to the extent that Client has exported Client Data.
- d. Removal:
 - i. Upon expiration of the Subscription or termination of this Agreement per Section 5(d)(i), Client may not use, nor authorize others to use, Client's GuideGeek, and Matador will uninstall and terminate Client's GuideGeek;

- ii. Client is solely responsible for exporting Client Data from Client's GuideGeek and saving Client Data to Client's servers. Matador is not responsible for and will not provide support for the exporting and saving of Client Data.
- 6. **Sublicense, Transfers and Assignments:** Client may not rent, lease, sublicense, lend, redistribute or assign GuideGeek to any other entity.
- 7. **No Reverse Engineering:** Client may not, and Client agrees not to or enable others to, copy (except as expressly permitted by this License), decompile, reverse engineer, disassemble, attempt to derive the source code or design of, decrypt, modify, or create derivative works of GuideGeek or any software, code, data or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or by licensing terms governing use of Open-Sourced Components that may be included GuideGeek).
- 8. **Open Source:** Certain components of GuideGeek may contain third party open source programs. Matador is not obligated to provide any maintenance, technical or other support for open source material.
- 9. **Data, Privacy and GDPR:** All data derived from GuideGeek will remain on Matador's servers only, with the exception of the Client Data; Client will not have access to GuideGeek data. To the extent Matador is a processor or subprocessor of Personal Data in connection with GuideGeek, Matador makes the commitments in the Privacy Policy, as well as any other requirements under GDPR, the California Consumer Privacy Act ("CCPA") and any other relevant laws and regulations, including for any processing for business operations incident to providing GuideGeek. Client agrees to follow all privacy and data laws, rules and regulations, including GDPR and the CCPA, including but not limited to deleting any User Data upon request by the User.
- 10. **Diagnostic, Usage and Client Data:** Client agrees that Matador and its agents may collect, maintain, process and use diagnostic, technical, usage and related information, including User information and Client Data, that is gathered periodically to provide and improve GuideGeek, facilitate the provision of updates, product support and other services to Client and Users related to GuideGeek, and to verify compliance with the terms of this License.
- 11. **Confidential Matters and Proprietary Information:** Confidential Information and/or proprietary or trade secret information includes but is not limited to components of GuideGeek (such components include but are not limited to: code, pricing, user data, Client Data, performance and maintenance). During the term of this Agreement and at all times thereafter, Client and its employees, subcontractors, officers, affiliates, agents and any other person or entity that obtains information from Client will (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted or required by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining Matador's express prior written consent on a case-by-case basis.

Client's obligations under this Section will terminate with respect to any particular information that Client can prove, by clear and convincing evidence, (a) Client lawfully knew prior to Matador's first disclosure to Client, (b) a third party rightfully disclosed to Client free of any confidentiality duties or obligations, or (c) is, or through no fault of Client has become, generally available to the public. Additionally, Client will be permitted to disclose Confidential Information to the extent that such disclosure is expressly approved in writing by Matador, or is required by law or court order, provided that Client immediately notifies Matador in writing of such required disclosure and cooperates with Matador, at Matador's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure, including filing motions and otherwise making appearances before a court. Client will not remove any tangible embodiment of any Confidential Information from Matador without Matador's express prior written consent. Upon Matador's request and upon any termination or expiration of this Agreement, Client will promptly (a) return to Matador or, if so directed by Matador, destroy all tangible embodiments of the Confidential Information (in every form and medium), (b) permanently erase all electronic files containing or summarizing any Confidential Information, and (c) certify to Matador in writing that Client has fully complied with the foregoing obligations.

12. **Disclaimer of Warranties:** You expressly acknowledge and agree that, to the extent permitted by applicable law, use of GuideGeek and any services performed by or accessed through GuideGeek is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, GuideGeek and related services are provided "as is" and "as available", with all faults and without warranty of any kind, and Matador hereby disclaims all warranties and conditions with respect to GuideGeek, either express, implied or statutory, including but not limited to, the implied warranties and/or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy and quiet enjoyment. Client further acknowledges that GuideGeek is not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by GuideGeek could lead to death, personal injury or severe physical or environmental damage.
13. **Limitation of Liability:** To the extent not prohibited by applicable law, in no event shall Matador or any of Matador's agents, employees, contractors, officers, subsidiaries or parent companies be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including without limitation, damages for loss of profits, corruption or loss of data, failure to transmit or receive any data or information, business interruption or any other commercial damages or losses arising out of or related to your use or inability to use GuideGeek, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if Matador has been advised of the possibility of such damages.
14. **Representations and Indemnity:** The Parties represent and warrant that each Party has all necessary rights to grant the rights set forth in this Agreement, including all necessary consents from any third parties holding intellectual property rights in the licensed content, and (b) the content does not infringe or violate any third party's rights. Each Party shall indemnify and hold the other harmless from and against any and all claims, costs and expenses, including

reasonable attorneys' fees, which either Party may incur as a result of claims made by third parties arising from a breach of this Agreement. The cumulative liability for either Party under this Section is limited to the Fee paid under this Agreement.

15. **Controlling Law and Severability:** This License will be governed by and construed in accordance with the laws of the State of California. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

16. **Survival:** Sections 5, 6, 7, 9, 11, 12, 13, 14, 15 and 16 shall survive termination of this Agreement

The authorized representatives of the parties hereto have caused this Agreement to be executed as of the date written below:

MATADOR VENTURES, INC.

CLIENT

By:  _____

By: _____

Ross Borden, CEO, Matador Ventures

Printed Name: _____

Subscription Agreement - Exhibit A



Campaign Information:

Campaign Title: FL Keys GuideGeek Proposal
Proposed Campaign Dates: Aug 11, 2025 - Aug 10, 2026
Service Provider: Matador Ventures, Inc. (DBA Matador Network)
Agency: N/A
Client: Monroe County Board of County Commissioners

Matador Contact information:

Ad Ops: Hal Amen; Hal@MatadorNetwork.com; 207.347.9887
Billing: Kelly Faddis; Kelly@MatadorNetwork.com; 415.244.1194
Sales: AJ Kinney; AJ.Kinney@MatadorNetwork.com; 651.249.6341

SERVICES (all prices in USD \$\$)

Category	Product	Quantity	Per Unit (rate card)	Per Unit (discounted)	Cost Type	TOTAL COST	Notes
1	GuideGeek	Setup Fee	1 \$ 25,000	\$ 5,000	One-Time Fee	\$ 5,000	Setup Fee includes: - Up to ten (10) user seats / logins - One (1) custom WhatsApp number + WhatsApp setup - One (1) hour-long training session - Tracking asset packet, including custom QR codes - Global prompt customizations - Promotional advisory service + user acquisition best practices guide
2	GuideGeek	Subscription Fee	1 \$ 10,000	\$ 10,000	Annual Fee	\$ 10,000	Subscription Fee includes: - Unlimited tokens for AI requests - Unlimited user logs - Custom human takeover tool
3	GuideGeek	Site Indexing Service	1 \$ 50,000	\$ 10,000	Annual Fee	\$ 10,000	Site Indexing Service includes: - GuideGeek's software to crawl and index Client's website to prioritize Client data as "first answer" before fetching answers from OpenAI Large Language Model (LLM)
4	GuideGeek	Website Chatbot Integration	1 \$ 10,000	\$ -	AV	\$ -	Matador to integrate GuideGeek technology into chatbot interface on Client's primary website
5	GuideGeek	Social Channel Integration	1 \$ 10,000	\$ -	AV	\$ -	Matador to integrate GuideGeek technology into Client's social channels (e.g., IG, FB, etc.) as desired
6	GuideGeek	Promotional Signage Asset Kit	1 \$ 15,000	\$ -	AV	\$ -	Matador to provide asset kit for custom design of promotional signage, including QR codes for download, for in-market promotion of Client's GuideGeek
						\$ 25,000	

Note: This proposal and pricing structure will remain valid for two months from the date contained in the file name.

<i>Total Program Value:</i>	\$120,000	<i>Total Program Discount:</i>	\$95,000
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Addendum

Monroe County Contract

Terms and Conditions

The Monroe County Board of County Commissioners (herein after "County" or "Customer") and Matador Ventures, Inc. d/b/a Matador Network (herein after "Company") agree as set forth below.

The County and Company hereby enter into this addendum to the Subscription and Services Agreement" ("Agreement"). and agrees to the following:

The Agreement includes and incorporates the Quote, Terms and Conditions and this Addendum. Where the terms " FL Keys & Keys West" or " The Florida Keys & Key West" or "Visit Florida Keys" is it shall mean the County. To the extent that any terms conflict, the language as set forth in this Addendum shall supersede any other terms and shall be binding.

The Agreement is a Public Record under Chapter 119, Florida Statutes. The parties agree to comply with Chapter 119, Florida Statutes.

Payment will be made in accordance with the Local Government Prompt Payment Act, 218.70, Florida Statutes. Payments due and unpaid under the Agreement shall bear interest pursuant to the Local Government Prompt Payment Act. Company shall submit to the County invoices with Supporting documentation that are acceptable to the Monroe County Clerk of Court and Comptroller (Clerk). Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursement of funds.

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

The County's indemnification is limited and subject to the sovereign immunity provisions of Sec. 768.28, Florida Statutes.

This Agreement shall not exceed \$150,000.00. Any automatic renewal is subject to this not to exceed amount of \$150,000.00

Maintenance of Records: Company shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives, shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for five years following the termination of this Agreement. If an auditor employed by the County or the determines that monies paid to Company pursuant to this Agreement were spent for purposes not authorized by this Agreement, Company shall repay the monies together with interest calculated pursuant to Sec. 55.03; FS, running from the date the monies were paid to Company.

Governing Law, Venue, Interpretation, Costs, and Fees: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the Customer and Company agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This Agreement shall not be subject to arbitration.

Attorney's Fees and Costs: The Parties agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, as an award against the non-prevailing party, and shall include attorney's fees and courts costs in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

Nondiscrimination: The Parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The Parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss.1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Public Records Compliance. Company must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Company shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Customer and Company in conjunction with this contract and related to contract performance. The Customer shall have the right to unilaterally cancel this contract upon violation of this provision by Company. Failure of Company to abide by the terms of this provision shall be deemed a material breach of this contract and the Customer may

enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract. Company is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Non-Waiver of Immunity: Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the Customer and Company in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

Non-Reliance by Non-Parties: No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Company agree that neither the Customer nor the Company or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

No Personal Liability: No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

E-Verify System - In accordance with F.S. 448.095, Any Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Company during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Agreement term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Company shall comply with and be subject to the provisions of F.S. 448.095

COUNTY FORMS. By signing this Agreement, Company has sworn or affirmed to the following requirements as set forth in the Public Entity Crime Statement, Ethics Statement, Drug-Free Workplace Statement, Vendor Certification Regarding Scrutinized Companies List and Affidavit Attesting To Noncoercive Conduct For Labor Or Services as set forth in more detail in this Agreement.

Public Entity Crime Statement

Company certifies and agrees that Company nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal or reply on contracts 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, Company or subcontractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this Agreement, Company represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from Customer's competitive procurement activities.

In addition to the foregoing, Company further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Company has been placed on the convicted vendor list.

Company will promptly notify the Customer if it or any subcontractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

Ethics Clause

By signing this Agreement, Company warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the Customer may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Company agrees and certifies compliance with the following:

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Company, I hereby certify that the company identified above

is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of \$1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism List or been engaged in business operations in Cuba or Syria.

Note: The List are available at the following Department of Management Services Site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

Non-Collusion Affidavit

Company by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of Company, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

COMPANY is required to provide an affidavit under penalty of perjury attesting that COMPANY does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;

6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of COMPANY, I certify under penalties of perjury that COMPANY does not use coercion for labor or services in accordance with Section 787.06. Additionally, COMPANY has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

INSURANCE: The Company shall maintain the following required insurance throughout the entire term of this Agreement and any extensions. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend any deadlines specified in this Agreement and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for Company's failure to maintain the required insurance.

Commercial General Liability Insurance with minimum limits of \$500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be \$250,000 per Person \$500,000 per occurrence \$50,000 property damage.

The Monroe County BOCC shall be named as Additional Insured as their interests may appear on all insurance policies issued to satisfy the above requirements.

Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR
- Certified copy of the actual insurance policy, OR
- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Galen Jones at (305) 292-3470 for details (Certificates can be e-mailed directly from the insurance agency to: Jones-Gaelan@MonroeCounty-Fl.gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Ammie Machan at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC is the Certificate Holder and additional Insured for this contract.

Matador Ventures, Inc d/b/a Matador Network

Signature

Title

Date