



Agreement

CUSTOMER ORDER INFORMATION	
Legal Name	Monroe County Board of County Commissioners
Address	1100 Simonton Street, Key West, FL 33040
Main Contact (name, title, email)	Kelli Fountain, Director of Market Research, kelli@fla-keys.com
Billing Contact	
Billing email or address	
Tax ID Number	
Initial Term	12 Months
Payment Terms	<p>The Annual License and Subscription Fee shall be charged to Customer immediately upon execution of this Agreement. Access to the Key Data Services and KD Data Set will be provided upon the processing of payment hereunder.</p> <p>All fees must be paid by electronic check or credit card, and Customer hereby authorizes Key Data to automatically process the fees set forth herein on a recurring basis, such authorization is to remain in full force and effect until the termination of this Agreement. Payments will increase by 7.5% on an annual basis. If Customer fails to pay any charges when due, Key Data may charge interest at 1.5% per month on any outstanding balance.</p>

Product	Start Date	Fee
<p><u>Destination Data Dashboard for Direct & OTA Data</u></p> <ul style="list-style-type: none"> • Frequency: Unlimited Dashboard Access • Scope: the markets identified on <i>Exhibit A</i>. • Format: data delivery as identified on <i>Exhibit B</i>. 	Effective Date	\$25,000

Additional Terms

Effective Date: The Order Form is effective upon the date of the signature of Key Data Dashboard below.

Data License and Service Agreement - This Order Form has been executed as of the Order Form Effective Date above and is governed by the Key Data License and Service Agreement attached hereto as Exhibit C (the "Agreement") and the Republication Rights and Restrictions attached hereto as Exhibit D, which sets forth the terms and conditions pursuant to which Licensee will access and use the Key Data Services and data licensed hereunder. In the event of a conflict between this Order Form and the Agreement, this Order Form shall take precedence. Any acceptance of this Order Form is expressly conditioned on acceptance of the terms herein and the Agreement.

Agreed and Accepted:

CUSTOMER

By:

Name:

Title:

Date:

KEY DATA DASHBOARD, INC.

By:

Name: **Katie Barnes**

Title: **Destination Partner Success
Manager**

Date:

EXHIBIT A

SCOPE OF MARKETS

Monroe County + Unlimited Submarkets (that meet benchmarking thresholds for Direct Data)

EXHIBIT B

DATA DELIVERY FORMAT

Unlimited Data Dashboard Access

EXHIBIT C

KEY DATA LICENSE AND SERVICE AGREEMENT

This Data License and Service Agreement (“Agreement”) is entered into by and between Customer (as listed on the Order Form) and Key Data Dashboard, Inc., a Delaware corporation with a mailing address of P.O. Box 1652 Santa Rosa Beach, FL 32459 (“Key Data”). “You” and “Customer” shall mean the party listed on the Order Form as Licensee. The person signing on behalf of Customer represents he or she has the authority to agree to this Agreement for Customer. This Agreement is effective as of the date executed by Key Data as indicated on the signature page below (“Effective Date”). The parties hereby agree and acknowledge:

1. Definitions.

“Authorized Internal Users” shall mean employees, officers, and directors of Customer or independent contractor accountants, attorneys, marketing professionals, research professionals, or other professional consultants or advisors of Customer who have been issued a User ID by Customer and have accepted the Terms & Conditions.

“KD Data Set” shall mean the information, data, and reports compiled, analyzed, calculated, organized, and published by Key Data for a particular geographic area made available through the Key Data Services and licensed to Customer as defined on the Order Form.

“Key Data Data” shall mean the information, data, and reports compiled, analyzed, calculated, organized, and published by Key Data made available through the Key Data Services. Key Data Data specifically includes, but is not limited to, the KD Data Set.

“Key Data Services” shall mean the services and software provided by Key Data for business intelligence, analytics, and benchmarking of key performance indicators and marketing data, including access to and use of Key Data’s website <https://data.keydatadashboard.com/> and any other linked pages, features, content, or application services or mobile applications offered.

“Reporting Parties” shall mean lodging providers that provide raw reservation and guest data to Key Data for use in calculating, aggregating, and compiling the Key Data Data provided as part of Key Data Services.

2. Term. This Agreement begins on the Effective Date and shall continue for the initial term set forth in the Order Form (“Initial Term”). Thereafter, this Agreement shall automatically renew upon the expiration of the Initial Term for successive twelve (12) month terms (“Renewal Terms” and, collectively with the Initial Term, “Term”), unless either party terminates the Agreement by written notice at least ninety (90) days before expiration of the then-existing Term.

3. Privacy. Key Data respects the privacy of our customers’ information and will follow the terms of our Privacy Policy, as the same may be modified from time to time, as set forth at: <https://pm.keydatadashboard.com/privacy>.

4. Terms and Conditions to Use. The Key Data Services and Key Data Data are owned and operated by Key Data. The Key Data Services and Key Data Data may only be used in accordance with the terms of this Agreement.

5. License. Key Data hereby grants to Customer, during the Term of this Agreement, a revocable, non-exclusive, non-transferable, non-sublicensable license to allow its Authorized Internal Users to use and access the KD Data Set identified on the Order Form and the Key Data Services subject to and in accordance with the terms of this Agreement and our Terms & Conditions. Key Data may revoke the license if Customer or any of its Authorized Internal Users is in breach of this Agreement or the Terms & Conditions. In addition to the foregoing license, Key Data hereby grants Customer a fully paid up, irrevocable, non-exclusive, and royalty-free license to use, modify, publish, and include the ‘PM Master List’ data in Customer’s tools, products, and services. Nothing in this Agreement shall be interpreted to give Customer or any of its Authorized Internal Users any right to access or use any Key Data Data other than the KD Data Set identified on the Order Form for which Customer has paid.

6. Authorized Internal Users and Users IDs. Key Data will issue Customer unique administrative log-in credentials (“Admin ID”) to gain and control access to the Key Data Services and Key Data Data by its Authorized Internal Users. Using its Admin ID, Customer will issue a unique User ID for each Authorized Internal User it desires to have access to the Key Data Services and Key Data Data after determining such user qualifies as an Authorized Internal User. Customer will: (a) not allow any non-employee of Customer to use its Admin ID; (b) not allow any Authorized Internal User to use another’s User ID; (c) protect the confidentiality of the Admin ID and notify Key Data if the security or integrity of the Admin ID or any User ID has been compromised; (d) remain responsible for all obligations under this Agreement arising in connection with its Authorized Internal Users’ use of the Key Data Service and Key Data Data; and (e) be liable for any act or omission by any of its Authorized Internal Users, which, if performed or omitted by Customer, would be a breach of this Agreement.

7. Limitations on Use of Key Data Data. **Except as expressly permitted in writing by Key Data, the Key Data Services and Key Data Data may only be accessed, used, downloaded, manipulated, extracted, republished, or distributed for Customer’s internal business use by Authorized Internal Users.** Customer’s stakeholders, partners, and members, including member lodging partners, are NOT considered Authorized Internal Users. Customer shall be liable for any breach of this Agreement or the Terms & Conditions by its Authorized Internal Users. If Customer republishes any Key Data Data in any form, internally or subject to an additional written agreement with Key Data, Key Data must be clearly and conspicuously identified as the source of such data by means of the following notation: SOURCE: COPYRIGHT KEY DATA, LLC (year). REPLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF KEY DATA IS STRICTLY PROHIBITED. The notation shall appear immediately below or in conjunction with all graphs, charts or tables derived from Key Data Data. Any other use, distribution, or republication of the Key Data Data is strictly prohibited.

8. Billing Information. Customer shall provide Key Data with accurate and complete billing information. Customer acknowledges and agrees that any bank account, credit card, or related billing payment information provided to Key Data will be used by our payment processors and/or credit agencies solely for the purpose of effecting payment to Key Data and servicing your account. Key Data is not responsible for any additional charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Key Data.

9. Termination. If Customer fails to make payments when due under this Agreement, Key Data may terminate this Agreement twenty (20) days after payment was due with written notice to Customer. Key Data may terminate this Agreement immediately with written notice to Customer if Customer or any Authorized Internal User violates the scope of or any restriction on the license under this Agreement, the Terms & Conditions, or Customer’s obligations hereunder with respect to Confidential Information. Customer may terminate this Agreement immediately if Key Data is in breach of any term of this Agreement and fails to cure such breach after ten days’ written notice from Customer.

10. Confidential Information. “Confidential Information” means: (i) information of or relating to Customer or Key Data, that is competitively sensitive material not generally known to the public, including without limitation, information that relates to past, present or future research and development, trade secrets, products and services, pricing, marketing, financial matters, or business affairs, systems, networks, computer equipment and software proprietary to or licensed by a party, including without limitation, object or source code, custom software modifications, software documentation and training aids, and all data, code, techniques, algorithms, methods, logic, architecture, and designs embodied or incorporated therein; (ii) the Key Data Service and Key Data Data; and (iii) the terms and content of this Agreement, including without limitation, pricing. Confidential Information shall not be disclosed to any third parties unless expressly permitted in this Agreement or by written consent of the non-disclosing party. Neither party obtains title to or an ownership interest in the other party’s Confidential Information. Confidential Information shall be confidential, irrespective of whether it is expressly designated as confidential. Each party will use the same means to protect Confidential Information as it uses to protect its own confidential information, but in any event no less than reasonable means. Nothing stated in this Agreement will prevent either party from disclosing the other party’s Confidential Information which is: (i) already known by the recipient party without violating an obligation of confidentiality; (ii) publicly known or becomes publicly known through no unauthorized act of the recipient party; (iii) received from a third party not subject to an obligation of confidentiality; (iv) independently developed; (v) approved in writing by the other party for disclosure; or (vi) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the party being compelled to disclose notifies the other party within a time period reasonable enough to allow the other Party an opportunity to object to the disclosure. These confidentiality provisions set forth in this agreement shall survive termination of this Agreement.

11. Warranties and Disclaimers. Customer acknowledges the Key Data Data is generated from information received from Reporting Parties and/or via an API from their software providers. Key Data uses its best efforts to ensure the information provided to Customer, including the aggregated data therein, is accurate and complete. However, Key Data does not have control over and takes no responsibility for the accuracy and validity of the “raw” data provided by Reporting Parties. Customer also acknowledges the Key Data Services may be temporarily unavailable from time to time due to required maintenance, telecommunications interruptions, data hosting interruptions, or other disruptions. THE KEY DATA SERVICES AND KEY DATA DATA ARE PROVIDED TO CUSTOMER “AS IS” WITHOUT ANY WARRANTY. ALL WARRANTIES ARE DISCLAIMED EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR RESULT, AND NON-INFRINGEMENT. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES TO ACHIEVE CUSTOMER’S INTENDED RESULTS AND FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES OR DATA. KEY DATA DOES NOT WARRANT THE SERVICES OR DATA WILL MEET CUSTOMER’S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE

12. Limitations of Liability. 12. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES OR DATA PROVIDED BY KEY DATA HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR DATA. THE TOTAL LIABILITY, IF ANY, OF EITHER PARTY IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICES AND DATA PROVIDED HEREUNDER, SHALL BE LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES, ACTUALLY INCURRED, OR (B) THE TOTAL FEES PAID BY CUSTOMER TO KEY DATA IN THE MOST RECENT TWELVE (12) MONTH PERIOD.

13. Proprietary Software Restrictions. Customer agrees and acknowledges the Key Data Services and Key Data Data are proprietary to Key Data. Key Data will remain the sole owner of all right, title, and interest in the Key Data Services and Key Data Data. Except as specifically permitted herein Customer will not, in whole or in part, (a) copy the Key Data Services; (b) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the Key Data Services except as otherwise permitted by law; (c) rent, loan, sub-license, lease, distribute or attempt to grant any rights to the Key Data Services or Key Data Data to third parties; or (d) permit access to the Key Data Services or Key Data Data to anyone other than Authorized Internal Users.

14. Governing Law, Forum Selection, Attorneys Fees, and Waiver of Jury Trial. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to the principles of conflicts of laws. The United States District Court for the Northern District of Florida, Pensacola Division, and the County and Circuit Courts in and for Walton County, Florida shall have exclusive jurisdiction and be the exclusive venue for any dispute arising out of this Agreement or the course of conduct between the parties. The parties hereby submit to the personal jurisdiction of these Courts. If any legal proceeding is commenced to interpret or enforce this Agreement, the prevailing party therein shall be entitled to an award of reasonable attorneys’ fees and costs, including the fees and costs expended in determining entitlement to and the amount of such fees and costs. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL AS TO ANY CLAIMS A PARTY MAY CLAIM TO HAVE AGAINST THE OTHER WHICH ARISES OUT OF THIS AGREEMENT OR THE COURSE OF DEALINGS BETWEEN THE PARTIES.**

15. Miscellaneous. All notices in connection with this Agreement shall be in writing and deemed given when delivered to the email addresses below, or the next business day after deposit for overnight delivery with a nationally recognized overnight carrier, or three (3) business days after being sent by certified U.S. mail, postage prepaid, return receipt requested, and addressed to the address below or such other address as such party last provided to the other by written notice. Each party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other. This Agreement and the rights, obligations and licenses herein, shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, permitted assigns, and personal representatives. Neither party shall assign this Agreement in whole or part without

the prior written consent of the other party. This Agreement (including the attached Order Form) contains the entire understanding of the parties regarding the subject matter hereof and supersedes all other agreements and understandings, whether oral or written. This Agreement may not be amended except in a writing signed by both parties, except that Key Data may amend this Agreement by providing written notice to Customer, provided that if such amendment adversely affects Customer under this Agreement, Customer may terminate this Agreement by providing written notice to Key Data within 15 days of the notice of such amendment. Any waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of and without fault or negligence by, such party or its officers, directors, employees, agents or contractors.

16. Counterparts and Signatures. This Agreement may be signed in counterparts with the same effect as if the signatures were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, an electronic copy of a party's signature or an electronic signature of a party shall be sufficient to bind such party.

EXHIBIT D

REPUBLICATION RIGHTS AND RESTRICTIONS

1. General Restrictions. Except as specifically permitted in this Order Form, the Key Data Services and Key Data Data may only be accessed, used, downloaded, manipulated, extracted, republished, or distributed for Customer's internal business use by Authorized Internal Users. "Authorized Internal Users" are defined as employees, officers, and directors of Customer or independent contractor accountants, attorneys, marketing professionals, research professionals, or other professional consultants or advisors of Customer who have been issued a User ID by Customer and have accepted the Terms & Conditions. Customer's stakeholders, partners, and members, including member lodging partners, are NOT considered Authorized Internal Users.

2. Permitted Exceptions. During the Term of this Agreement, Customer is specifically authorized to republish the Key Data Data on Customer's website and in emails and newsletters subject to the following restrictions:

- a. Published data may include Occupancy, ADR, and RevPar reported by month for the historical 12 months;
- b. Customer shall update the data each month; old data shall be replaced with new figures for the previously reported twelve months. For example, published data showing performance for the months of October '17 to October '18, would be replaced with data showing same figures for the months of November '17 to November '18;
- c. Customer shall NOT archive the old data or otherwise make it available to the public once it has been removed from the website; and
- d. All forecasts or projections that include or are derived from Key Data Data shall be clearly and conspicuously identified as forecasts or projections of Customer, and not Key Data.

3. Acknowledgment and Restriction on Downstream Use.

a. Prior to using any Key Data Data in its publications, advertising, or marketing efforts as authorized herein, Customer agrees to provide Key Data with a copy of the proposed publication for approval by Key Data. Copies of all publications, whether they be electronic or hard copy, containing Key Data Data must be emailed to info@keydatadashboard.com. Key Data and Customer further agree that Key Data has the right to amend or change the publication to the extent Key Data believes it is reasonably necessary to comply with the terms and conditions hereof.

b. If Customer republishes any Key Data Data in any form, Key Data must be clearly and conspicuously identified as the source of such data by means of the following notation: SOURCE: COPYRIGHT KEY DATA, LLC (year). REPUBLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF KEY DATA IS STRICTLY PROHIBITED. The notation shall appear immediately below or in conjunction with all graphs, charts or tables derived from Key Data Data.

Addendum

Monroe County

Terms and Conditions

The Monroe County Board of County Commissioners (herein after County or Customer) and Key Data Dashboard, Inc. (herein after Company) agree as set forth below.

The County and Company hereby enter into this addendum to the License and Service Agreement (Agreement), and agrees to the following: The Agreement includes and incorporates the License and Service Agreement and this Addendum. 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 \$100,000.00. Any automatic renewal is subject to this not to exceed amount of \$100,000.00

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 court 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 S-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 S-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.

Key Data Dashboard, Inc.

Signature

Title

Date

*** END OF DOCUMENT ***