

## SNAPSEA TERMS OF USE AND SOFTWARE AGREEMENT

Please read the following terms of use (the “Terms”) carefully which govern your use of the SnapSea Visual Marketing Platform, and any related software (collectively the “Services”) made available by Avoy Technologies Limited (the “Company”, “SnapSea”, “we”, “us”) to The Florida Keys & Key West and its related parties (collectively the “Client”, “you”) who have entered into a software-as-a-service order with SnapSea and are subject to these Terms.

Together these Terms, and the SnapSea Privacy Policy constitute the “Agreement” between the Client and the Company.

IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE SERVICES. IF YOU ACCESS OR USE THE SERVICES, YOU WILL BE ACCEPTING THIS AGREEMENT, AND YOU WILL HAVE ACCEPTED AND AGREED TO THESE TERMS AND CONDITIONS WHICH FORM A LEGAL AGREEMENT BETWEEN YOU AND THE COMPANY AND ITS SUCCESSORS AND ASSIGNS.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY’S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

### 1. Software License

- 1.1. About the Visual Marketing Platform.** The Company owns and operates the SnapSea Visual Marketing Platform through which clients can discover user-generated content (“UGC”), manage, and organise existing content for use in their marketing materials, and digital applications. This content can be a combination of UGC and Client Content. The Client is responsible for such use, including but not limited to, use of UGC or other third-party content in accordance with the terms of use of the applicable social media sites and all applicable intellectual property, privacy and other laws.
- 1.2. License Grant.** Subject to the Agreement, the Company grants the Client a non-transferable, non-exclusive license to access and use the Visual Marketing Platform.
- 1.3. Agreement Duration.** This Agreement is valid for the period from December 1, 2025 (the “Contract Start Date”) to November 30, 2028 (the “Contract End Date”).
- 1.4. Restrictions.** The Client shall only use the Services solely as described in this Agreement and shall not resell, sell, transfer or assign any sublicense unless otherwise agreed upon in writing by the Company and the Client. The Client shall not reverse-engineer, modify or copy any methodologies, code or intellectual property made available via the Services offered by the Company.

- 1.5. **Service limitations.** The Company will maintain backup data in an additional server, but will not be responsible for any lost data due to server crashes or other events outside of the Company's reasonable control.
- 1.6. **Automatic Renewal.** This Agreement shall be automatically extended from year to year upon the expiration of the Contract End Date, unless terminated by either party by written notice given to each other at least two (2) months in advance (the "Notice Date") of the current Contract End Date. If any such notice is provided by either party, this Agreement shall terminate at the Contract End Date.

## 2. Intellectual Property Rights

- 2.1. **Retention of Intellectual Property.** The Client acknowledges that they acquire no rights to the Company's Intellectual Property ("IP") other than the limited right to use the Services offered by the Company in accordance with the Agreement.

## 3. Return of Data

- 3.1. **Return of Client Data.** Upon termination of this Agreement, the Client can request the full return of all Client content, including UGC and Client uploaded content. This data will be returned to the client at no cost within ninety (90) days of the receipt of the request.
- 3.2. **Retention of Client Data.** Upon termination of this Agreement, the Company may temporarily retain Client data unless otherwise requested in writing by the Client. The Company will not expose that data to any additional clients or third party.

## 4. Data Protection

- 4.1. **Compliance with Data Privacy Laws.** The Company's compliance with data privacy laws is outlined below in Schedule A: Privacy Policy.

## 5. Service Level Agreement

- 5.1. **Client Support.** The Company will provide a reasonable level of product and technical support for the Services and will make reasonable efforts to ensure that the Services are available to the Client at all times except for (a) planned maintenance or downtime, (b) any unavailability caused by circumstances beyond the Company's control, including but not limited to acts of God, acts of government, acts of terrorism or any outages caused by Internet Service providers.
- 5.2. **Maintenance Services.** The Company will provide updates and improvements to the technology underlying the Visual Marketing Platform from time to time to add new features and functionality. Bug fixes, improvements and enhancements will be made available to the Client.
- 5.3. **Product Suggestions.** The Company will consider all product suggestions and enhancements to the Services as provided by the Client. The Company will have a

royalty-free, worldwide non-exclusive license to incorporate any product or feature suggestions into the Services and distribute to other existing or future clients.

## 6. Exclusive Rights, and Content Moderation

- 6.1. Exclusive Rights.** The Services and IP provided by the Company are proprietary to the Company and are protected by copyright and intellectual property laws. Except for the rights and licenses granted in this Agreement, the Client agrees that all intellectual property arising from the Services are and shall remain the exclusive property of the Company. Nothing in this Agreement is intended to transfer ownership of the intellectual property to the Client.
- 6.2. Client Data.** The Client retains ownership of all content stored in the Visual Marketing Platform. This hereby grants the Company a worldwide, royalty-free, non-exclusive license during this Agreement in order to access that content for purposes of providing Services including hosting, storing and transmitting content via the Visual Marketing Platform. Any data gathered from Client queries, patterns or usage may be collected and stored without any personally identifiable data in order to improve the Services. This data will be wholly owned by the Company.
- 6.3. Client Content Moderation.** The Client will have the sole responsibility of ensuring accuracy, quality, appropriateness and integrity of all Client Content. The Client will also have sole responsibility for ensuring that the use of that content complies with all local and applicable laws.
- 6.4. Content Disclaimers.** The Company does not guarantee the accuracy, quality, appropriateness or suitability of any content transmitted through the Services. The Client acknowledges that the Services act as a channel to enhance the Client's ability to market their destination, and/or attraction. Therefore the Client agrees that there is no guarantee on the quantity or quality of UGC available to the Client, however, the Company will make reasonable efforts to identify and source UGC of the highest quality available.  
The Company does not control or is not responsible for the UGC or Client Content available via the Services.  
The Company reserves the right to delete any content (UGC or Client Content) at our sole discretion if we believe that it violates this Agreement, appropriate laws or any third party agreements.
- 6.5. Content Removal.** The Client may remove any UGC or Client Content at any time. The Company may, but has no obligation to, retain a copy of that content temporarily in our backup servers.
- 6.6. Revocation of Rights.** If the rights to UGC Content are revoked for any reason, the Client must remove any Content from use in accordance with copyright laws.

## 7. Payment, Refunds and Taxes

- 7.1. Initial Payment Terms.** The Client will pay \$23,870 (the "License Cost"), a one-time setup fee of \$0 (the "Setup Fee") plus any applicable taxes within thirty (30) days of the Contract Start Date.

- 7.2. Annual Payment.** The Client will pay the License Cost plus any applicable taxes within thirty (30) days of the second and third anniversary of the Contract Start Date.
- 7.3. Agreement Coverage.** The Agreement will provide the Client with access to the SnapSea Visual Marketing Platform from the Contract Start Date to the Contract End Date.

More details surrounding the Services offered and the accompanying cost structure are covered in Schedule B: Description of Services Provided.

- 7.4. Suspension of Services.** If a Client does not pay a properly rendered and undisputed invoice within thirty (30) days of receipt of a written invoice from the Company that an amount is overdue, the Company reserves the right to suspend access to the Services until that amount is paid in full.
- 7.5. Taxes.** All costs provided for in this Agreement are exclusive of and do not include any foreign or domestic government taxes of any kind imposed by any federal or local government on the transaction contemplated by this Agreement, including without limitation excise, sales, use, property, license, value-added taxes, goods and services, harmonized, franchise, withholding or similar taxes, customs or other import duties or other taxes tariffs or duties. Any such taxes that are imposed shall be the sole responsibility of the Client.
- 7.6. Overdue Payments.** Any undisputed amounts overdue and not paid by the Client by the due date will accrue late charges each month at the rate of one and a quarter percent (1.25%.) of the undisputed outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.
- 7.7. Payment Details.** Payment of the License Cost should be made to the Company's domestic bank account. Payment by Credit Card is acceptable and can be issued upon request.

Company's USD Bank Details:

Account Name: Avoy Technologies Limited  
ACH and Routing No: 084009519  
Account No: 9600006346513223  
Account Type: Checking  
Bank Address: 30 W. 26th Street, Sixth Floor New York NY 10010 United States

Payment is to be received in United States Dollars ("USD", "\$").

Alternatively, payment can be received in Pound Sterling (£), or Euros (€).

## 8. Changes to Services and Agreement

- 8.1. Changes to Terms.** The Company reserves the right to update the Terms at any time which will become effective within ten (10) business days of receipt from the Client unless the Client accepts the updated Terms in writing in advance of the ten (10)

business days. The Client's continued use of the service or the express acceptance of the updated Terms shall constitute the Client to be bound by the updated Agreement.

- 8.2. Changes to Services.** The Company reserves the right to update, enhance and alter the Services that they offer at any time with reasonable notice given to the Client. The Company will notify the Client in any such case via email. The Client's continued use of the Services will constitute acceptance of the updated Services and an expression of acceptance of the updated changes.

## 9. General Terms

- 9.1. Force Majeure.** Except for each party's obligation to pay money, neither party should be in breach of this Agreement for any failure or delay in performance as a result of an act of God, an act of government, an act of terrorism or natural disaster.
- 9.2. Annual Payment.** The Client will pay the License Cost plus any applicable taxes within thirty (30) days of the second and third anniversary of the Contract Start Date.
- 9.3. Publicity.** The Client grants the Company the right to use the Client's logo, name and website in any promotional materials on our website, presentations or social media channels for the purpose of promoting the Company's business activities.
- 9.4. Applicable Laws and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom without giving effect to any conflict of laws provisions that would require the application of the laws of a different jurisdiction, whether contained in the laws of the United Kingdom or the laws of Client's current state or country of residence. Any legal proceedings arising out of or relating to this Agreement will be subject to the jurisdiction of the courts of the United Kingdom. Each party hereby waives any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.
- 9.5. Assignment.** The Client is not allowed to assign this Agreement or any rights hereunder without the prior written consent of the Company.
- 9.6. Entire Agreement.** The terms and conditions of this Agreement, together with any documents or terms incorporated herein by reference, constitute the entire agreement between Client and the Company with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter.
- 9.7. Effective Date.** This agreement shall become effective immediately upon signature by both parties and shall remain in full force and effective in accordance with its terms.

## 10. Contact

- 10.1. Contact Information.** The Client should contact the Company with any questions, comments, concerns or suggestions at [team@snapsea.io](mailto:team@snapsea.io).

**Avoy Technologies Limited**

\_\_\_\_\_  
Cody Dillabough  
Managing Director

\_\_\_\_\_  
Date

**The Florida Keys & Key West**

(SEAL)  
Attest: Kevin Madok, Clerk

Board of County Commissioners  
of Monroe County

\_\_\_\_\_  
As Deputy Clerk

\_\_\_\_\_  
Mayor/Chairman

## **Schedule A**

### **Privacy Policy**

#### **Introduction**

Avoy Technologies Limited (the “Company”, “SnapSea”, “we”, “us”) is committed to maintaining the accuracy, confidentiality, and security of your personal information.

#### **Changes to this Privacy Policy**

The Company may make changes to this Privacy Policy from time to time to reflect changes in its regulatory or legal obligations.

If we make any material changes we will notify you as required by law, but encourage you to check back often for updates. Your continued use of the Services after an update or amendment to this Privacy Policy means that you consent to the collection, use, and disclosure of your personal information as described in the updated Privacy Policy.

This Privacy Policy was last updated in October 2024

#### **Full Privacy Policy**

Please read our Privacy Policy at the below link:

**<https://www.snapsea.io/privacy>**

## Schedule B

### Description of Services Provided

The Services included in this Agreement are as follows:

- 1. SnapSea Enterprise**  
*(December 1, 2025 - November 30, 2028)*

Accounts for:

- The Florida Keys & Key West

Total Licence Cost: \$71,610

*Three (3) Annual Payments: \$23,870*

# Addendum

## Monroe County Contract

### Terms and Conditions

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The Monroe County Board of County Commissioners (herein after "County", "Customer", "Client" or "you") and Avoy Technologies Limited (herein after "Company", "SnapSea", "we" or "us") agree as set forth below.

The County and Company hereby enter into this addendum to the SnapSea Terms of Use and Software Agreement ("Agreement"). and agrees to the following:

The Agreement includes and incorporates the SnapSea Terms of Use and Software Agreement 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 \$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-pre 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](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.

**Avoy Technologies Limited**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date