

**LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND WFN HOLDINGS, INC.,
FOR THE OPERATION AND MAINTENANCE OF WEATHER STATIONS AT PORT EVERGLADES**

This License Agreement (“Agreement”) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and WFn Holdings, Inc., a California corporation authorized to transact business in the State of Florida (“Licensee”) (collectively referred to as the “Parties”), and shall be effective on the date last executed by the Parties.

RECITALS

A. County is the owner of that certain real property located in Port Everglades, Broward County, Florida, as more particularly described in **Exhibit A** (the “Property”).

B. County and Licensee (under its prior name, WeatherFlow, Inc.) entered into a License Agreement, dated April 22, 2014, establishing the terms and conditions upon which Licensee would install and thereafter maintain weather stations at Port Everglades for a term commencing on April 22, 2014, and ending on April 21, 2019, with one three-year renewal option (“Prior Agreement”). In lieu of payment to County, Licensee agreed to provide twelve (12) access codes to County for the data center (the web-based application that provides access to the weather data generated from the weather stations).

C. Licensee installed and thereafter maintained the weather stations referenced in the Prior Agreement.

D. The Prior Agreement was renewed for the three-year period referenced therein and expired on April 21, 2022.

E. The Parties desire to enter into a new license agreement, retroactive to April 22, 2022, so that Licensee may continue to access the Property to operate and maintain the weather stations installed thereon pursuant to the Prior Agreement. In return for the privileges provided to Licensee by this Agreement, in lieu of payment, Licensee shall continue to provide twelve (12) access codes to County as set forth in this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recital clauses are true and correct and are incorporated herein by reference.
2. Grant of License for Limited Purpose; Relocation. County grants to Licensee a nonexclusive, revocable license to enter the Property for the limited purpose of performing the Activities (as defined below) in accordance with the terms of this Agreement. Licensee acknowledges that Licensee has no exclusive rights to use the Property, and County, by its

officers, employees, agents, representatives, and contractors, shall have the right at all reasonable times to enter upon the Property for any reason whatsoever.

If County determines the Property is needed for another purpose, then upon written notice from the Chief Executive & Port Director, Licensee shall relocate and use such different, additional, or reduced areas, as the case may be and as directed by the Chief Executive & Port Director, and **Exhibit A** shall be automatically deemed amended by such notice. All expenses resulting from any change in the Property, including, but not limited to, relocation of the Weather Stations, will be borne by Licensee. For purposes of this Agreement, "Chief Executive & Port Director" means the Port Director of the Port Everglades Department, and "Port Everglades Department" means the County department established pursuant to Section 16.1 of the Broward County Administrative Code and responsible for administering and operating Port Everglades.

3. Term, Extension, and Termination. The term of this Agreement shall retroactively begin on April 22, 2022 ("Commencement Date"), and shall end on April 21, 2027, unless extended or earlier terminated as provided herein ("Initial Term"). County may extend this Agreement for up to one (1) additional three (3) year term ("Extension Term") on the same terms and conditions stated in this Agreement by sending notice to Licensee at least thirty (30) days prior to the expiration of the then-current term. The Chief Executive & Port Director is authorized to exercise the Extension Term, and notice of same to Licensee only by electronic mail shall be effective and sufficient. Either party may terminate this Agreement at any time for convenience and without cause by written notice to the other party as set forth in Section 19, with County acting through its Chief Executive & Port Director. Termination shall be effective upon the date stated in the written notice, which will not be less than ten (10) calendar days after the date of such written notice.

4. Activities. The "Activities" permitted by this Agreement will be limited to operating and maintaining the Weather Stations (hereinafter defined). For purposes of this Agreement, "Weather Stations" means the equipment and appurtenances installed pursuant to the Prior Agreement for the purpose of predicting, tracking, researching, and transmitting weather patterns and data at Port Everglades, and any alterations thereto approved pursuant to Section 18.

- a. The Weather Stations shall be used solely for the purposes of predicting, tracking, and researching weather patterns.
- b. Licensee shall be responsible for ensuring that the Weather Stations are used in a legal manner and for legal purposes at all times. Licensee shall obtain and keep in full force and effect all applicable governmental licenses and permits required in connection with Licensee's operation and maintenance of the Weather Stations. Upon request by the Chief Executive & Port Director, Licensee shall provide to County all applicable certificates, permits, licenses, and similar documents needed to verify the legal compliance of the Weather Stations.

- c. The Weather Stations shall not interfere in any way with the operations of Port Everglades or use of the Port Everglades Operations building. Any such interference shall be deemed a material breach of this Agreement by Licensee. If the interference does not cease promptly upon notice by County, the Parties acknowledge that continuing interference may cause irreparable injury, and, therefore, County shall have the right, in addition to any other rights and remedies that it may have at law or in equity, to bring action to enjoin such interference.

5. Prohibited Use(s) of Property. Licensee will not use, or allow or permit others to use, any portion of the Property: (a) for any purpose whatsoever other than the Activities, without the prior written consent of the Chief Executive & Port Director; (b) in competition with any business conducted by County; (c) in any way that may unreasonably annoy, disturb (whether via vibrations, noise, or otherwise), endanger, or be offensive to any other user or tenant at Port Everglades; (d) in any way that may commit waste or cause injury on or about the Property; or (e) in any way that may cause the creation of any nuisance from dust, smoke, obnoxious odors, fumes, vapors, noise, or otherwise.

6. License Fee – Data Access. In lieu of payment to County for the privileges granted to Licensee by this Agreement, Licensee shall provide twelve (12) access codes to County for the Data Center, which shall provide unlimited access for twelve (12) users (as designated by County, which may vary from time to time) to the Data Center at no cost to County for as long as this Agreement remains in full force and effect. For purposes of this Agreement, “Data Center” means the web-based application that provides access to data from the Weather Stations. Licensee shall pay all applicable sales and use taxes relating to its occupation and use of the Property and Data Center-related transactions and activities.

7. Terms of Access. Prior to accessing the Property or performing any Activities, Licensee must receive written permission from the Port Everglades Department authorizing such access or Activities, except that in the case of an emergency such permission by the Port Everglades Department may be verbal and then must be memorialized in writing immediately following the end of such emergency. County will have the right to have a County representative present during the performance of all Activities. Licensee shall perform the Activities in such a manner and at such times so as not to (i) interfere with the operations of County; or (ii) materially interfere with the use of and access to the Property by the public or, unless consented to in writing in advance by County’s Port Everglades Department, close any lanes of traffic.

8. Utilities. The Weather Stations shall be completely self-contained and shall not require County to provide any utilities or other infrastructure services (e.g., electricity, water, etc.).

9. Maintenance/Repair. Licensee shall maintain the Weather Stations in good operating condition at all times, and shall repair the Weather Stations and appurtenances, if and as may be needed. If any of the Weather Stations become inoperable, Licensee shall, at its sole cost and expense, make all the necessary repairs as quickly as possible.

10. Standard of Activities; Compliance with Laws. Licensee must take all steps necessary to conduct the Activities in accordance with best practices and in compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations of all governmental entities and agencies having jurisdiction over Licensee, the Property, or the Activities of Licensee under this Agreement, at the sole expense of Licensee.

11. Surrender and Condition. Upon the expiration or earlier termination of this Agreement, Licensee shall surrender its use of the Property in the same condition as it was received on the first day of use under the Prior Agreement, less reasonable wear and tear. All personal property and other improvements, as applicable, including the Weather Stations, shall be removed by Licensee. Prior to surrender, a final exit walkthrough inspection shall be conducted by Licensee and the Port Everglades Department to determine compliance with this provision and the Port Everglades Department's acceptance of the condition of the Property. If Licensee fails to comply with the terms of this section, County reserves the right to perform all necessary work to bring the Property to the required condition and Licensee shall be required to reimburse County for all reasonable expenses incurred. The provisions of this section shall survive the expiration or other termination of this Agreement.

12. Obligation to Restore. If the Property or any County property is damaged in any manner by Licensee or any of its contractors, subcontractors (of any tier), agents, representatives, consultants, or employees, as a result of (i) entry upon, use, or occupancy of the Property; or (ii) performance of any Activities, then Licensee shall, at its own expense, promptly and with due diligence fully restore and repair the Property or County property, as applicable, to the same condition as existed prior to such entry, use, or occupancy, or the performance of the Activities; provided, however, that Licensee will not be obligated to restore and repair any such damage if County's Chief Executive & Port Director has granted Licensee approval in writing to not undertake such restoration and repair.

13. Performance. Licensee covenants and agrees that any person or entity that performs any portion of the Activities will (i) possess all necessary licenses, certifications, insurance, and permits required by applicable law to perform the Activities in question; and (ii) be qualified and skilled with respect to the Activities to be performed by such person or entity.

14. Risk of Loss. The risk of loss of or damage to Licensee's personal property that has been stored at or moved on or near the Property or any portion of Port Everglades, including, but not limited to, the Weather Stations, shall be borne solely by Licensee. Licensee hereby waives all claims and demands against County and County's employees for any losses (including on account of lost or anticipated profits), costs, expenses, or other damages, including, but not limited to, direct, indirect, consequential, or otherwise, caused by injury to or loss of Licensee's personal property on or near the Property or any portion of Port Everglades.

15. Hazardous Substances. Licensee must comply with all laws, codes, rules, and regulations relating to the environment, or to emissions, discharges, or releases of Hazardous Substances

(defined below) into the environment, including, without limitation, ambient air, soil, surface water, and ground water. "Hazardous Substances" shall mean any chemical or other hazardous or toxic substances or materials, including pollutants and other petroleum products, asbestos, radioactive materials, and any regulated substances under applicable environmental laws. Any emissions, discharges, or releases of Hazardous Substances shall be immediately reported by Licensee to County.

16. Indemnification. Licensee shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including reasonable attorney's fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Licensee, or by any intentional, reckless, or negligent act or omission of Licensee, its officers, employees, or agents (including subcontractors), arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Licensee shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section will survive the expiration or earlier termination of this Agreement. Licensee's indemnity obligations under this Agreement are exclusive of, and in addition to, any and all insurance obligations of Licensee under this Agreement.

17. Insurance. For the duration of the Agreement, Licensee shall, at its sole expense, maintain the minimum insurance coverages stated in **Exhibit B** in accordance with the terms and conditions of this section. Licensee shall maintain insurance coverage against claims relating to any act or omission by Licensee, its agents, representatives, employees, or subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this section.

17.1. Licensee shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in **Exhibit B** on all policies required under this section.

17.2. On or before the Effective Date, Licensee shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this section. If and to the extent requested by County, Licensee shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

17.3. Licensee shall ensure that all insurance coverages required by this section shall remain in full force and effect for the duration of this Agreement and until all performance required by Licensee has been completed, as determined by the Port Everglades Department. Licensee or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of

cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Licensee shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this section.

17.4. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

17.5. If Licensee maintains broader coverage or higher limits than the minimum insurance requirements stated in **Exhibit B**, County shall be entitled to any such broader coverage and higher limits maintained by Licensee. All required insurance coverages under this section shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Licensee.

17.6. Licensee shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in **Exhibit B** and submit to County for approval at least fifteen (15) days prior to the Effective Date. Licensee shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Licensee agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Licensee agrees to obtain same in endorsements to the required policies.

17.7. Unless prohibited by the applicable policy, Licensee waives any right to subrogation that any of Licensee's insurer may acquire against County, and agrees to obtain same in an endorsement of Licensee's insurance policies.

17.8. Licensee shall require that each subcontractor maintains insurance coverage that adequately covers the Activities provided by that subcontractor on substantially the same insurance terms and conditions required of Licensee under this section. Licensee shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies.

17.9. If Licensee or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and require payment from Licensee or the subcontractor, as applicable. Licensee shall not permit any subcontractor to provide Activities unless and until the requirements of

this section are satisfied. If requested by County, Licensee shall provide, within one (1) business day, evidence of each subcontractor's compliance with this section.

17.10. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in **Exhibit B**, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Licensee must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in **Exhibit B**.

18. Alterations. Neither Licensee nor any of its contractors, subcontractors (of any tier), agents, representatives, consultants, or employees are permitted to alter the Property or the Weather Stations in any manner without obtaining the written consent of the Chief Executive & Port Director. All requests by Licensee shall be in writing and shall contain all pertinent plans and specifications. All such alterations or improvements shall be made at the sole cost and expense of Licensee.

19. Notices. Unless otherwise stated herein, in order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and will be effective upon mailing or hand delivery. The addresses for notice will remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Broward County Port Everglades Department
Attn: Chief Executive & Port Director
1850 Eller Drive
Fort Lauderdale, FL 33316
E-mail address: jdaniels@broward.org

For Licensee:

WFn Holdings, Inc.
108 Whispering Pines Dr., Suite 245
Scotts Valley, California 95066
E-mail address: lrobinson@weatherflow.com

20. No Limitation on Governmental Function; No Waiver of Immunity. The Parties hereto acknowledge that no representation, warranty, consent, approval, or agreement in this Agreement by County will be binding upon, constitute a waiver by, or estop County from exercising any of its rights, powers, or duties in connection with its governmental functions. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor

will anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

21. Law, Jurisdiction, Venue, and Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, LICENSEE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

22. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.

23. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

24. Survival. Upon termination or expiration of this Agreement, Licensee shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration. Notwithstanding any provision of this Agreement to the contrary, no obligation that accrued but has not been satisfied under any prior agreement between the Parties, including the Prior Agreement, shall terminate or be considered canceled upon execution of this Agreement. Rather, such obligation shall continue as if it had accrued under this Agreement until the obligation is satisfied.

25. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Each party's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement.

26. Relationship of the Parties. The relationship of County and Licensee under this Agreement is that of independent parties, each acting in its own best interests, and nothing contained in this Agreement will be deemed or construed by the Parties hereto or by any third party to create the relationship of landlord and tenant, principal and agent, partnership, joint venture, or any association between Licensee and County, nor to grant any property interest in or to the Property to Licensee.

27. Third-Party Beneficiaries. Neither County nor Licensee intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a right or claim against either of them based upon this Agreement.

28. Assignments. All subcontractors must be approved in advance and in writing by the Port Everglades Department. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Licensee without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

29. Security. Licensee, at its sole cost, shall comply with Section 311.12, Florida Statutes, Seaport Security, as same may be amended from time to time, relating to security regulations for seaports, and shall obtain all necessary security clearances, including criminal background checks for Licensee's employees, agents, contractors, or subcontractors, that may be required pursuant to County's security plan for the Port.

In addition, Licensee and County acknowledge that security measures at the Port may be increased and that such efforts will likely impact the Property. In this regard, Licensee agrees to cooperate with County's efforts to increase security and agrees to comply with all security rules and regulations, whether imposed by federal agencies, including, but not limited to, the United States Custom and Border Protection, the United States Coast Guard, the state of Florida, or County. Licensee, at its sole cost, shall be responsible for complying with all security-related measures that impact the Property, Licensee and its employees, agents, representatives, contractors, guests, and invitees.

30. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

31. Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

32. Time. Times set forth in this Agreement for the performance of obligations will be strictly construed, time being of the essence of this Agreement.

33. Public Records. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Licensee is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Licensee shall:

33.1. Keep and maintain public records required by County to perform the services under this Agreement;

33.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

33.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

33.4. Upon expiration of the term or termination of this Agreement, transfer to County, at no cost, all public records in possession of Licensee or keep and maintain public records required by County to perform the services. If Licensee transfers the records to County, Licensee shall destroy any duplicate public records that are exempt or confidential and exempt. If Licensee keeps and maintains the public records, Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Licensee receives a request for public records regarding this Agreement, Licensee must immediately notify the Port Everglades Department in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Licensee must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Licensee contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Licensee asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Licensee must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim.

Upon request by County, Licensee must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Licensee as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Licensee, or the claimed exemption is waived. Any failure by Licensee to strictly comply with the requirements of this section shall constitute Licensee's waiver of County's obligation to treat the records as Restricted Material. Licensee must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 468-3508, EKENNEDY@BROWARD.ORG, 1850 ELLER DRIVE, SUITE 603, FORT LAUDERDALE, FLORIDA 33316.

34. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

35. Use of County Name or Logo. Licensee shall not use County's or Port Everglades' name or logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of the Chief Executive & Port Director.

REMAINDER INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2023, and WFn Holdings, Inc., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST: BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 302
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404

CARLOS A. RODRIGUEZ-CABARROCAS
By _____
Digitally signed by CARLOS A. RODRIGUEZ-CABARROCAS
Date: 2023.02.22 17:12:04 -05'00'
Carlos Rodriguez-Cabarrocas (Date)
Senior Assistant County Attorney

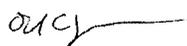
CRC:cr
License for Weather Stations_WFN HOLDINGS
2/22/2023
80040-1029

License for Weather Stations_WFN HOLDINGS

**LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND WFN HOLDINGS, INC.,
FOR THE OPERATION AND MAINTENANCE OF WEATHER STATIONS AT PORT EVERGLADES**

LICENSEE

WFN HOLDINGS, INC.

By: 
Authorized Signer

Daniel C. Lyons, CEO
Print Name and Title

22 day of February, 20 23

EXHIBIT A

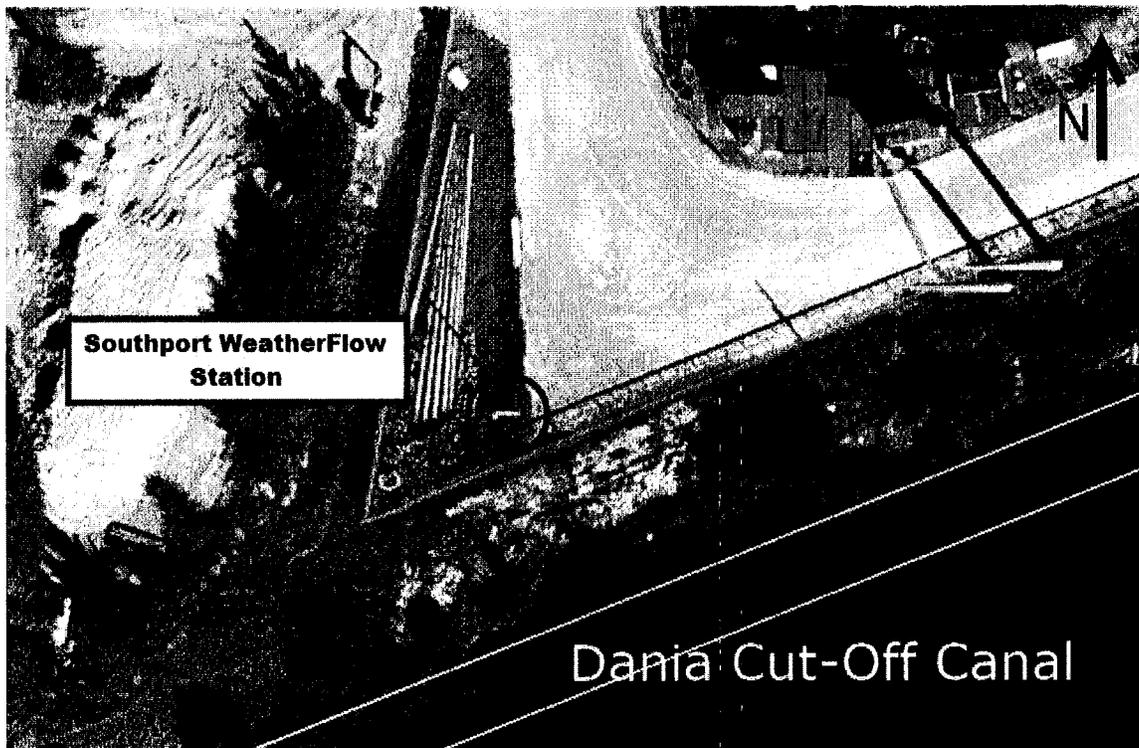
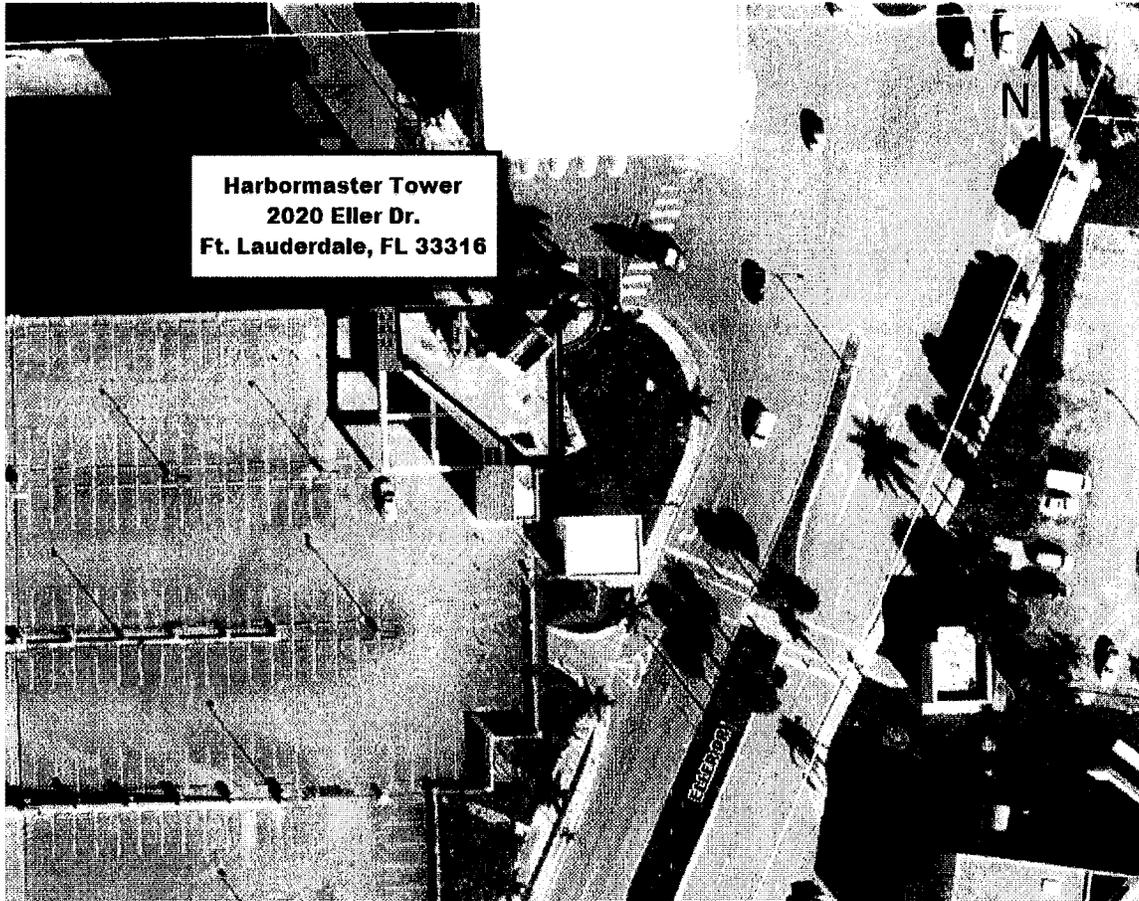


EXHIBIT B
INSURANCE REQUIREMENTS

License Agreement: WFn Holdings, Inc.

TYPE OF INSURANCE	ADD L INSR	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input checked="" type="checkbox"/> Other Protection & Indemnity_	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input type="checkbox"/> POLLUTION / ENVIRONMENTAL LIABILITY			If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.			If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible:	\$10 k	
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Licensee insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Licensee is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:
 Broward County
 1850 Eller Drive
 Ft. Lauderdale, FL 33316

Norma Dmytriw
 Digitally signed by Norma Dmytriw
 Date: 2023.01.24 16:08:48 -05'00'