

TECHNOLOGY PRODUCTS AGREEMENT BETWEEN BROWARD COUNTY AND M2MOBI LLC FOR M2MOBI MOBILE APPLICATION SUPPORT AND MAINTENANCE

This Technology Products Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and M2Mobi LLC, an Amsterdam corporation (“Contractor”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. On or about January 26, 2022, the Broward County Aviation Division (“BCAD”), as part of the ArcGIS Indoors project (Contract No. R1137002P1), acquired the M2Mobi Digital Airport Platform (“DAP”).

B. The DAP provides essential passenger facing services and allows for enhancements and integrations with airport systems including wayfinding, blue dot point to point navigation, security line wait times, and parking reservations.

C. The Parties desire to enter into this Agreement to provide County with continued use and support of the DAP.

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

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Business hours** or **business day** means 7 a.m. to 7 p.m. Eastern Time during weekdays that are not County holidays or on which County has not otherwise declared its offices closed.

1.4. **Code** means the Broward County Code of Ordinances.

1.5. **Contract Administrator** means the Director of Broward County Aviation Department, or such other person designated by same in writing.

1.6. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

1.7. **Documentation** means all manuals, user documentation, specifications, and other related materials pertaining to the Software that Contractor customarily furnishes to licensees of the Software or purchasers of the services covered by this Agreement.

1.8. **Equipment** means the hardware and other property listed in Exhibit A being provided to County pursuant to this Agreement, including any embedded software and firmware incorporated therein or customarily provided to purchasers of such hardware or other property.

1.9. **Hosted Service** or **Subscription** means any cloud or subscription-based service or solution provided to County by Contractor (including Software as a Service (“SaaS”) or Platform as a Service (“PaaS”)), as further described in Exhibit A.

1.10. **License Fee, Subscription Fee, or Support and Maintenance Fee** means the fee associated with use or support of the applicable Products, as outlined in Exhibit B.

1.11. **Notice to Proceed** means a written authorization to proceed with a project, phase, or task, issued by the Contract Administrator.

1.12. **Products** means all Software, Equipment, Hosted Service, and Services provided or required to be provided by Contractor, as further specified in Exhibit A.

1.13. **Purchasing Director** means County’s Director of Purchasing.

1.14. **Services** means all required installation, integration, programming, configuration, customization, operation, and enhancements of the Products, together with necessary and appropriate consulting, training, and project management services, to meet County’s ongoing needs in connection with the Products, as further specified in the Statement of Work attached as Exhibit A, as well as any Optional Services procured under this Agreement.

1.15. **Software** means all proprietary or third-party software listed in Exhibit A or other intellectual property rights provided or licensed to County or third-party users pursuant to this Agreement, including the computer programs (in machine readable object code form) and any subsequent updates, upgrades, releases, or enhancements thereto developed by Contractor during the term of this Agreement.

1.16. **Subcontractor** means an entity or individual providing Services to County through Contractor. The term “Subcontractor” includes all subconsultants.

1.17. **Support and Maintenance** means the support and maintenance required for County to achieve and maintain optimal performance of Products or the System, including as further described in Exhibit D.

1.18. **System** means the complete system provided by Contractor pursuant to this Agreement as part of its Services hereunder, including all Products listed on Exhibit A and any other Products that Contractor will make available to County and third-party users as part of its Services under this Agreement.

ARTICLE 2. EXHIBITS

Exhibit A	Statement of Work
Exhibit B	Payment Schedule
Exhibit C	Security Requirements
Exhibit D	Service Level Agreement
Exhibit E	Minimum Insurance Coverages
Exhibit F	Work Authorization Form
Exhibit G	Non-functional Requirements

ARTICLE 3. SCOPE OF SERVICES & TERMS OF USE

3.1. Scope of Services. Contractor shall perform all work identified in this Agreement including, without limitation, the work specified in Exhibit A (the “Statement of Work”). The Statement of Work is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

3.2. Software and Subscriptions Rights.

3.2.1. Software License. Contractor grants to County for the duration of the Agreement and subject to the timely payment of the applicable license fees a limited, non-transferable, non-sublicensable, nonexclusive license to the Software, with no geographical limitations, for the number of users stated in Exhibit A (if none is stated, then an unlimited number of users), including to any embedded third-party software within the Software). This license is granted solely for County purposes, including on and off-site access, and for the benefit of and use by all agencies within County, including the offices of the County constitutional officers if elected by County. The Software rights granted to County in this Agreement shall not require or otherwise be contingent upon the continuance of Support and Maintenance.

3.2.2. Subscription Rights. Contractor grants to County a royalty-free, nonexclusive right to use the Hosted Service for the duration of this Agreement, with no geographical limitations, for the number of users stated in Exhibit A (if none is stated, then for an unlimited number of users), including the right to use any third-party software or technology embedded in or otherwise required to operate or allow access to the Hosted Service. This right to use is granted solely for County purposes, including on- and off-site access, and for the benefit of and use by all agencies within the County, including the offices of the County constitutional officers if elected by County.

3.2.3. Authorized Users and Additional Licenses. Unless otherwise stated in Exhibit A (Statement of Work), County and any of its employees, agents, contractors, suppliers, and other third parties authorized by County may concurrently operate and use the Products for County purposes. If additional licenses or users are requested by County, the Purchasing Director is

authorized to execute a Work Authorization (in substantially the form of Exhibit F) to purchase additional licenses or users for the fee specified in Exhibit B.

3.2.4. Permitted Hardware and Environments. Unless otherwise stated in Exhibit A, County may install, use, and operate the Software, and access the Hosted Service, on any hardware.

3.2.5. Prohibited Uses. Except as otherwise provided in this Agreement or required under Florida law, County shall not reproduce, publish, or license the Software or Hosted Service to others. County shall not modify, reverse engineer, disassemble, or decompile the Software or the Hosted Service, or any portion thereof, except (a) to the extent expressly authorized in Exhibit A, in which event such authorized actions shall be deemed within the license grant of Section 3.2, or (b) to the extent permitted under any applicable open source license.

3.3. Hosting. All costs to County for the Hosted Service are included within the Subscription Fee listed on the Payment Schedule (Exhibit B) and will be provided at no additional cost to County, unless otherwise expressly stated in Exhibit B. Contractor, the Hosted Service, and the System shall comply for the duration of this Agreement with the Service Level Agreement set forth in Exhibit D, unless otherwise expressly approved in writing by the County's Chief Information Officer or their designee.

3.4. Support and Maintenance. For the duration of this Agreement and for all Products, Contractor shall provide County with Support and Maintenance for the Products and the System as set forth in Exhibit D. Contractor shall provide County with Support and Maintenance for the Hosted Service so long as County pays the Subscription Fee for the Hosted Service stated in Exhibit B. Contractor shall provide County with Support and Maintenance for the Hosted Service so long as County pays the Subscription Fee stated in Exhibit B. Support and Maintenance shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B.

3.5. Updates, Upgrades, and Releases. For the duration of this Agreement, Contractor shall promptly provide to County, with advance notice and at no additional cost, any and all software and firmware updates (including error corrections, bug fixes, security updates, and patches), upgrades, and new releases to the Products, including all that Contractor makes available at no additional cost to other licensees of the applicable Products or users of all or part of the System. All such updates, upgrades, and new releases shall remain the sole property of Contractor and shall be deemed to be included within the scope of the licenses and subscriptions for Products granted under this Agreement.

3.6. Compatibility. For the duration of this Agreement, Contractor, upon the request of County, will ensure the continued compatibility of the Products with all major releases, updates, or upgrades of any third-party software used by County for access or operation of the System, including without limitation Active Directory (AD) and Geographic Information System Mapping (GIS). In the event Contractor is not able to support any third-party software update, upgrade, or new release that changes major functionality and is not compatible with the Products, Contractor shall use all reasonable efforts to resolve such issues and to provide optimal functionality of the

Software or the Hosted Service in accordance with this Agreement. All work required pursuant to this section shall be subject to the Optional Service rates stated in Exhibit B and any purchase order or Work Authorization, as applicable. If Contractor is unable to provide continued optimal functionality of the Products in accordance with this Agreement due to any third-party software release, update, or upgrade, County shall be entitled to a refund of any Support and Maintenance Fee or Subscription Fee paid for the affected time period and affected Products and may, at County's sole election, terminate the Agreement upon written notice with no further obligation to Contractor.

3.7. Optional Services. If any goods or services under this Agreement, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of Optional Services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit F executed by Contractor and County pursuant to this section. Any Optional Services procured, when combined with the required goods or services under this Agreement, shall not result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total aggregate cost to County is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total aggregate cost to County is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Contractor shall not commence work on any Work Authorization until receipt of a purchase order and issuance of a Notice to Proceed by the Contract Administrator.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and shall expire one (1) year after the Effective Date ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension as defined in this article are collectively referred to as the "Term."

4.2. Extensions. County may extend this Agreement for up to four (4) additional one (1) year terms (each an "Extension Term") on the same rates, terms, and conditions stated in this Agreement by sending notice to Contractor at least three (3) months prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise any Extension Term(s), and notice of same to Contractor only by electronic mail shall be effective and sufficient.

4.3. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no Extension Term remains available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in Services deemed necessary by County, then the Purchasing Director may extend this Agreement for period(s) not to exceed three (3) months in the aggregate ("Additional Extension") on the same rates, terms, and conditions as existed at the end of the then-current term. The Purchasing Director may exercise the Additional Extension by written notice to Contractor at least three (3) months prior to the end of the then-current term

stating the duration of the Additional Extension. The Additional Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.

4.4. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all goods and Services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

Services/Goods	Term	Not-To-Exceed Amount
Software License Fees and Subscription Fees	Initial Term	\$85,000
Software License Fees and Subscription Fees	Extension Term(s)	\$130,000 per Extension Term (\$520,000 all Extension Terms)
Optional Services	Duration of Agreement	\$3,520,000
TOTAL NOT TO EXCEED		\$4,125,000

Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County’s obligation to compensate Contractor for goods and Services. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor’s obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Unless otherwise stated in Exhibit B, Contractor must submit invoices no more often than once monthly, but only after the Services invoiced have been completed. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Unless otherwise stated in Exhibit B or the applicable Work Authorization, any Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. Contractor shall submit a Certification of Payments to Subcontractors and Suppliers in the form provided by County with each invoice that includes Services performed by a Subcontractor. The certification shall be accompanied by a copy of the notification sent to each unpaid

Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Invoices shall be in the amounts set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced upon completion of all Services, unless otherwise stated in Exhibit B.

5.2.3. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

5.2.4. Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, Contractor agrees to comply with Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides otherwise. County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.

5.4. Subcontractors. Contractor shall invoice Subcontractor fees only in the actual amount paid by Contractor, without markup or other adjustment.

5.5. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Contractor's failure to comply with any provision of this Agreement, after giving written notice of the withholding and provided the amount withheld does not exceed the value of the work or performance at issue. The amount withheld shall not be subject to payment of interest by County. If an audit reveals overcharges of any nature by

Contractor in excess of ten percent (10%) of the total amount billed in the invoice where the overcharge occurred, Contractor must refund the overbilled amount and pay liquidated damages in the amount of fifteen percent (15%) of the overbilled amount within forty-five (45) days after demand by County as just compensation for damages incurred by County due to the overbilling, including, but not limited to, County's administrative costs, loss of potential investment returns, and interest.

5.6. Fixed Pricing. Unless otherwise stated in Exhibit B, prices shall remain firm and fixed for the duration of the Term, including any extension terms. However, Contractor may offer incentive or volume discounts to County at any time.

5.7. Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Contractor shall provide County a copy of Contractor's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

ARTICLE 6. DELIVERY, TESTING, AND ACCEPTANCE

6.1. Delivery. Unless otherwise stated in Exhibit A, Contractor shall, within seven (7) days after the Effective Date, make the Software and the Hosted Service available electronically to County. All County license keys, usernames, and passwords shall be authenticated by Contractor and perform according to Exhibit A (Statement of Work).

6.2. Final Acceptance Testing. Broward County Administrative Code Section 22.148 requires that all applicable software purchases be inspected and tested by County, including verification by its Enterprise Technology Services ("ETS"), prior to final written acceptance of the software and software-related services. Within thirty (30) days following completion of all Services stated in Exhibit A relating to the installation, implementation, and integration of the Products and System provided under this Agreement, County shall conduct testing to determine whether the System: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in this Agreement and the Documentation; and (iii) if applicable, meets the acceptance criteria stated in the Statement of Work (the criteria referenced in (i), (ii), and (iii) are collectively referred to as the "Final Acceptance Criteria"). In the event of a conflict between the Documentation and the acceptance criteria stated in the Statement of Work, the Statement of Work shall prevail. Final payment shall not be made to Contractor prior to the written confirmation by the County's Chief Information Officer or his or her designee that the Products and System have successfully passed the Final Acceptance Criteria, and such written confirmation shall constitute "Final Acceptance."

6.2.1. The testing period shall commence on the first business day after Contractor informs County in writing that it has completed the Services required to be performed prior to testing and that the System is ready for testing, and shall continue for a period of up to thirty (30) days. During the testing period, County may notify Contractor in writing of any error or defect in the System so that Contractor may make any needed modifications or repairs. If Contractor so elects in writing, testing will cease until Contractor resubmits for Final Acceptance testing, at which time the testing period shall be reset to that of a first submission for testing.

6.2.2. County shall notify Contractor in writing of its Final Acceptance or rejection of the System, or any part thereof, within fifteen (15) days after the end of the testing period, as same may be extended or reset. If County rejects the System, or any part thereof, County shall provide notice identifying the criteria for Final Acceptance that the System failed to meet. Following such notice, Contractor shall have thirty (30) days to (a) modify, repair, or replace the System or any portion thereof, or (b) otherwise respond to County's notice. If Contractor modifies, repairs, or replaces the System or portion thereof, the testing period shall re-commence consistent with the procedures set forth above in this Section 6.2.

6.2.3. In the event Contractor fails to remedy the reason(s) for County's rejection of the System, or any part thereof, within ninety (90) days after County's initial notice of rejection, County may elect, in writing, to either accept the System as it then exists or to reject the Software and terminate the Agreement or applicable Work Authorization. If County elects to reject the System and terminate the Agreement or applicable Work Authorization, all sums paid by County for the rejected portion of the System shall be reimbursed to County by Contractor within fifteen (15) days after such election is made. If County elects to accept the System as it then exists (partial acceptance), Contractor shall continue to use its best efforts to remedy the items identified in the applicable notice of rejection. If, despite such continuing best efforts, Contractor fails to remedy the issue(s) identified by County within a reasonable time as determined by County, then County shall be entitled to deduct from future sums due under the Agreement the value of the rejected portion of the System as mutually determined by the Parties.

ARTICLE 7. CONFIDENTIAL INFORMATION, PROPRIETARY RIGHTS, SECURITY REQUIREMENTS

7.1. Contractor Confidential Information. Contractor represents that the Software and the Hosted Service contain proprietary products and trade secrets of Contractor. Accordingly, to the full extent permissible under Applicable Law, County agrees to treat intellectual property within the Software or the Hosted Service as confidential in accordance with this article. For any other material submitted to County, Contractor must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Contractor contends, constitutes, or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor 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, Contractor 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, Contractor 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 Contractor as Restricted Material or for trade secret material in the Software or the Hosted Service, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor's waiver of County's obligation to treat the records as Restricted Material. Contractor 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 or materials relating to the Software or the Hosted Service in response to a third-party request.

7.2. County Confidential Information. All materials, data, transactions of all forms, financial information, documentation, inventions, designs, and methods that Contractor obtains from County in connection with this Agreement, that are made or developed by Contractor in the course of the performance of the Agreement, or in which County holds proprietary rights, constitute "County Confidential Information." All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under Applicable Law) also constitute "County Confidential Information."

7.2.1. County Confidential Information may not, without the prior written consent of County, or as otherwise required by Applicable Law, be used by Contractor or its employees, agents, Subcontractors, or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license, or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County.

7.2.2. Contractor expressly agrees to be bound by and to defend, indemnify, and hold harmless County and its officers and employees from the breach of Applicable Law by Contractor or its employees, agents, Subcontractors, or suppliers regarding the unlawful use or disclosure of County Confidential Information.

7.2.3. Upon expiration or termination of this Agreement, or as otherwise demanded by County, Contractor shall immediately turn over to County all County Confidential Information, in any form, tangible or intangible, possessed by Contractor or its employees, agents, Subcontractors, or suppliers.

7.3. Maintenance of Confidential Information. Each Party shall advise its employees, agents, Subcontractors, and suppliers who receive or otherwise have access to the other Party's Confidential Information (as described in Section 7.1 or Section 7.2, as applicable) of their obligation to keep such information confidential, and shall promptly advise the other Party in writing if it learns of any unauthorized use or disclosure of said Confidential Information. In addition, the Parties agree to cooperate fully and provide all reasonable assistance to ensure the confidentiality of the other Party's Confidential Information as described in this article.

7.4. County Proprietary Rights. Contractor acknowledges and agrees that County retains all rights, title, and interest in and to all materials, data, documentation, and copies thereof furnished by County to Contractor under this Agreement, including all copyright and other proprietary rights therein, which Contractor as well as its employees, agents, Subcontractors, and suppliers may use only in connection with the performance of this Agreement.

7.5. Contractor Proprietary Rights. Except for custom work products, if any, County acknowledges that all copies of the Software (in any form) and the Hosted Service are the sole property of Contractor or third-party licensor. County shall not have any right, title, or interest to any such Software or Hosted Service except as expressly provided in this Agreement and shall take reasonable steps to secure and protect the Software and the Hosted Service consistent with maintenance of Contractor's proprietary rights therein.

7.6. Data and Privacy. Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Section 501.171, Florida Statutes, and shall ensure that County data processed, transmitted, or stored by Contractor or in the System is not accessed, transmitted, or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Sections 501.171, 817.568, or 817.5685, Florida Statutes, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

7.7. Security Requirements. Contractor, the Products, and the System must meet or exceed all security requirements set forth in Exhibit C at all times throughout the duration of the Term, unless otherwise expressly approved in writing by the County's Chief Information Officer or their designee. Contractor will cooperate with County and provide any and all information that County may reasonably request to determine appropriate security and network access restrictions and verify Contractor compliance with County security requirements, including as stated in this section.

7.8. Custom Work Products. To the extent this Agreement (including the Statement of Work, any subsequent Work Authorization, any amendment, or the procurement documents relating to this Agreement) identifies deliverables that constitute custom work products that Contractor

is required to develop and furnish specifically and solely for County (“Custom Work Product”), the Parties agree that County, upon payment in full of the relevant invoices by County, shall own all rights, title, and interest in and to all such Custom Work Products and that they shall be deemed to constitute “works made for hire” under the United States Copyright Act, 17 U.S.C. § 101. If, for any reason, a Custom Work Product would not be considered a “work made for hire” under Applicable Law, Contractor hereby exclusively and irrevocably sells, assigns, and transfers to County, after said payment in full of the relevant invoices by County, all of Contractor’s rights, title, and interest in and to such Custom Work Product and in and to any copyright or copyright application(s) related thereto. Contractor agrees that neither it nor its agents shall use or disclose any Custom Work Product except for County’s benefit as required in connection with Contractor’s performance under this Agreement, unless Contractor has obtained County’s prior written consent to such use or disclosure. Custom Work Product shall not include any software, copyrighted material, or other proprietary material developed by Contractor or any third party prior to the Effective Date, but shall include any modification(s) thereof developed specifically and solely for County pursuant to this Agreement. To the full extent applicable, Contractor shall provide County upon request with the source code and object code for all Custom Work Products upon Final Acceptance of the Software or System, or within thirty (30) calendar days after written request by the Contract Administrator, whichever occurs first.

7.9. Injunctive Relief; Survival. The Parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach. The obligations under this article shall survive the termination of this Agreement or of any license granted under this Agreement.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

8.1. Ownership. Contractor represents and warrants that it is the owner of all right, title, and interest in and to the Software and the Hosted Service, or that it has the right to grant to County the rights and the licenses granted under this Agreement, and that Contractor has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein.

8.2. Limited Warranty. For the full term of this Agreement, Contractor represents and warrants to County that the Products and System will perform substantially as described in the Documentation and in the Statement of Work (Exhibit A). This warranty does not cover any failure of the Products resulting from: (a) use of the Products in a manner other than that for which they were intended; (b) any modification of the Products by County that is not authorized by Contractor; or (c) County’s provision of improperly formatted data to be processed through the System.

8.3. Warranty Regarding Viruses and PCI Compliance. Contractor further represents, warrants, and agrees that the Products are free from currently-known viruses or malicious software (at the time the Products and any subsequent versions thereof are provided to County), and that Contractor has and will continue, for the full term of this Agreement, to use

commercially reasonable security measures to ensure the integrity of the Products from data leaks, hackers, denial of service attacks, and other unauthorized intrusions. If the Products accept, transmit, or store any credit cardholder data, Contractor represents and warrants that the Products comply with the most recent Security Standards Council's Payment Card Industry ("PCI") Payment Application Data Security Standard ("DSS").

8.4. ADA Compliance. Contractor represents and warrants that the Products and System are, and for the duration of the Agreement will remain, fully accessible and compliant with the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and all other Applicable Law, and that the Products and System meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as may be adopted by the International Organization for Standardization. Upon request, Contractor will provide County with any accessibility testing results and written documentation verifying accessibility, as well as promptly respond to and resolve accessibility complaints.

8.5. Intellectual Property Warranty. Contractor represents and warrants that at the time of entering into this Agreement, no claims have been asserted against Contractor (whether or not any action or proceeding has been brought) that allege that any part of the Products or System infringes or misappropriates any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party, and that Contractor is unaware of any such potential claim. Contractor also agrees, represents, and warrants that the Products, System, Services, and Support and Maintenance to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party.

8.6. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

8.7. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

8.8. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

8.9. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement.

8.10. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, 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 Contractor has been placed on the convicted vendor list.

8.11. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

8.12. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

8.13. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

8.14. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such

Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

8.15. Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

8.16. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the Term.

8.17. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Contractor certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

8.18. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 9. INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1. Indemnification. Contractor 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 attorneys' 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 the Agreement, alleging that the use of the Products constitutes an infringement of any patent, trade secret, trademark, service mark, copyright, or other intellectual property or proprietary information infringement by Contractor, or alleging personal injury or death, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County. The obligations of this section shall survive the expiration or earlier termination of this

Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

9.2. Infringement Remedy. If the Products or any portion thereof are finally adjudged to infringe, or in Contractor's opinion are likely to become the subject of such a Claim, Contractor shall, at Contractor's option, either: (i) procure for County the right to continue using the Products; (ii) modify or replace the Products to make them noninfringing; or (iii) refund to County all fees paid under this Agreement. Contractor shall have no liability regarding any infringement claim caused by any County modification of the Products not specifically authorized in writing by Contractor.

9.3. Limitation of Liability. Neither Contractor nor County shall be liable to the other party for any damages under this Agreement that exceed the largest of the following amounts: (a) \$100,000; (b) twice the compensation Contractor received for the Services provided in the twelve (12) months preceding the date the Claim arose. Neither party shall be liable for the other party's special, indirect, punitive, or consequential damages (including damages resulting from lost data or records other than costs incurred in the recovery thereof), even if the party has been advised that such damages are possible, or for the other party's lost profits, lost revenue, or lost institutional operating savings. These limitations of liability shall not apply to (i) any Claim resulting from Contractor's actual or alleged disclosure of County Confidential Information or resulting from an actual or alleged data breach in violation of Applicable Law, (ii) any Claim resulting from an actual or alleged infringement of any interest in any Product, or (iii) any indemnification obligation under this Agreement. If liability arises from the cause set out in (i) above, neither Contractor nor County shall be liable to the other for any damages under this Agreement that exceed \$1,000,000.

ARTICLE 10. INSURANCE

10.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit E in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, 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 article.

10.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

10.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall

provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

10.4. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor 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).

10.5. 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.

10.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit E, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

10.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor 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 Contractor 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. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

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

10.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor 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. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

10.10. If Contractor 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 deduct such costs from any payment otherwise due to Contractor. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

10.11. 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 E; 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, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

ARTICLE 11. TERMINATION

11.1. Termination for Cause. This Agreement may be terminated for cause in case of a material breach by the aggrieved Party if the Party in breach has not corrected the material breach within fifteen (15) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

11.1.1. Contractor's substantial failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; or

11.1.2. By the County Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81 of the Code.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 11.2 effective thirty (30) days after such notice was provided and Contractor shall be eligible for the compensation provided in Section 11.2 as its sole remedy.

11.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least ninety (90) days advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient

consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Contractor of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Contractor for Services under this Agreement.

11.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

12.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.2. By January 1 of each year, Contractor must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

ARTICLE 13. MISCELLANEOUS

13.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the scope of services to be provided under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications

to the scope of Services that do not increase the total cost to County or waive any rights of County.

13.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Contractor specifically and solely for County in connection with performing Services, whether finished or unfinished (“Documents and Work”), upon payment in full of the relevant invoices by County, shall be owned by County, and Contractor, hereby transfers to County, subject to payment in full of the relevant invoices by County, all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall upon payment in full of the relevant invoices by County become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after expiration or termination. Contractor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

13.3. 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 Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

13.3.1. Keep and maintain public records required by County to perform the Services;

13.3.2. 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 Applicable Law;

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

13.3.4. Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law 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 Contractor receives a request for public records regarding this Agreement or the Services, Contractor must immediately notify the Contract Administrator 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.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-6166, ASCOTT@BROWARD.ORG, 320 TERMINAL DRIVE, FORT LAUDERDALE, FLORIDA 33315.

13.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and all Subcontractors that are related to this Agreement. Contractor and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor and all Subcontractors shall make same available in written form at no cost to County. Contractor shall provide County with reasonable access to Contractor's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Contractor and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section reveals overpricing or overcharges to County of any nature by Contractor in excess of ten percent (10%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Contractor shall pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

13.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers,

employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

13.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

13.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

13.8. Third-Party Beneficiaries. Neither Contractor nor County 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 shall be entitled to assert a right or claim against either of them based upon this Agreement.

13.9. Notice and Payment Address. Unless otherwise stated herein, for 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 email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Contractor. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Aviation Department
Attn: Angela Scott
320 Terminal Drive
Fort Lauderdale, Florida 33315
Email address: ascott@broward.org

FOR CONTRACTOR:

M2Mobi, LLC
Moemanskkade 313
Amsterdam, The Netherlands
Email address: finance-amsterdam@moveagency.com

13.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor 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. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

13.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

13.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

13.13. Compliance with Laws. Contractor, the Products, the System, the Services, and Support and Maintenance must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

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

13.15. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

13.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

13.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

13.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall 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 shall 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 shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

13.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

13.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

13.21. HIPAA Compliance. County has access to protected health information (“PHI”) that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act (“HITECH”), Contractor shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required,

Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with Subcontractors.

13.22. Payable Interest

13.22.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

13.22.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

13.23. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

13.24. 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 shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

13.25. Use of County Name or Logo. Contractor shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

13.26. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.

13.27. Living Wage Requirement. If Contractor is a "covered employer" within the meaning of the "Broward County Living Wage Ordinance," Sections 26-100 through 26-105 of the Code, Contractor shall fully comply with the requirements of such ordinance and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as defined therein. Contractor shall ensure all Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

13.28. 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.

(The remainder of this page is intentionally left 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
_____, 20__, and Contractor, 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
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By Sara Cohen Digitally signed by Sara Cohen
Date: 2023.01.30 12:03:08 -05'00'
Sara F. Cohen (Date)
Assistant County Attorney

By  Digitally signed by René D. Harrod
Reason: Approved as to form
Date: 2023.01.30 16:02:02 -05'00'
René D. Harrod (Date)
Chief Deputy County Attorney

SC
M2Mobi Agreement
11/30/2022

**TECHNOLOGY PRODUCTS AGREEMENT BETWEEN BROWARD COUNTY AND M2MOBI LLC FOR
M2MOBI MOBILE APPLICATION SUPPORT AND MAINTENANCE**

CONTRACTOR

M2Mobi LLC

By: _____

Authorized Signer

Stephan van Leeuwen, CFO

Print Name and Title

30 day of January, 2023

Exhibit A Statement of Work

Contractor shall provide the following Services as stated in this Exhibit A. The Services provided include uninterrupted interim Services from January 26, 2023, to the Effective Date (“Interim Services”). Contractor shall invoice for Interim Services during the first invoicing period of the Initial Term (as shown on Exhibit B), prorated to the extent applicable.

1. Project Request

Contractor shall provide the Software listed in Section 2 below.

2. Software

Contractor shall provide the following Software under this Agreement:

Software Suite, Version & Module	Quantity & Type of License <i>(e.g., Enterprise, User, Third-Party)</i>	Describe Purpose, Functionality & Expected Operation of Software
Digital Airport Platform	Enterprise	Utilization of Digital Airport Platform

Third-Party Software provided by Contractor	Quantity & Type of License <i>(e.g., Enterprise, User)</i>	Purpose, Functionality & Expected Operation of Software
Contentful	10 Users	Content management system for mobile application
Phrase	5 Users	Localization translation software for mobile application
Open Weather	Enterprise	Destination weather forecast for mobile application

3. Managerial Approach

Contractor will ensure that the persons responsible for Contractor’s performance of the Services and, to the extent applicable, identified below (collectively “Key Personnel”) are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. If Contractor seeks or is required to make any change to the composition of the Key Personnel, Contractor will provide County with thirty (30) days’ advance written notice (or as much advance notice as is possible if thirty (30) days’ notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

The Key Personnel shall be as follows:

Contractor Participants:	Title	Email
Dylan Albers	Project Manager	Dylan.albers@moveagency.com
Bas Kerhoven	Developer (iOS)	Bas.kerhoven@moveagency.com
Abir Hasan Shawon	Developer (Android)	Abir.shawon@moveagency.com
Mark Boon	Tester	Mark.boon@moveagency.com
Sean Molenaar	Backend Developer	Sean.molenaar@moveagency.com
Danilo Merea	Visual Designer	Danilo.merea@moveagency.com

4. Final Acceptance

The Software was previously accepted by County and therefore the current release and version of the Software is not subject to acceptance testing. County reserves the right to require acceptance testing for any subsequent upgrade, update, or release, or if any new software is purchased.

5. Security Requirements

Contractor, the Products, and the System must meet or exceed the non-functional requirements set forth in Exhibit G at all times throughout the duration of the Term, unless otherwise expressly approved in writing by the Contract Administrator.

6. Optional Services, Additional Software/Licenses

a. Transition & Disentanglement Services

The Parties acknowledge and agree that upon the expiration or termination of this Agreement, the good faith efforts of Contractor to facilitate the smooth, efficient, and secure transition of data and services to another provider (or to County, to the extent applicable) without any unnecessary interruption or adverse impact on County operations (“Disentanglement”) is a critical objective of the Parties and a material obligation of Contractor under this Agreement. All obligations of Contractor under this Agreement shall be construed consistent with this objective.

At request of County and upon payment of all outstanding invoices, Contractor shall provide prompt, good faith, and reasonable assistance to County in disentangling County data, business, and operations from the Products and/or System and, to the extent applicable, transitioning to a new software, system, or provider against the agreed rates and actual costs.

b. Additional Products and Support and Maintenance

County may from time to time purchase from Contractor any additional products, including without limitation software licenses or subscriptions, firmware, modules, equipment, and/or support and maintenance. If and to the extent County so elects to purchase such Optional Services via a purchase order or a Work Authorization (with an accompanying Statement of Work,

if applicable), as County determines appropriate, the Optional Services shall be subject to any applicable not-to-exceed amounts otherwise set forth in this Agreement.

**Exhibit B
Payment Schedule**

The rates specified below shall be in effect for the entire Term, unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Software Subscription Fees (Inclusive of Fees for Hosted Services)

Software Description	License Term	Invoicing	Annual Fees
Subscription Fee	Initial Term, inclusive of Interim Services	Monthly in arrears, prorated to the extent applicable	\$85,000 annually
Subscription Fee	First Extension Term	Monthly in arrears	\$100,000 annually
Subscription Fee	Second Extension Term	Monthly in arrears	\$120,000 annually
Subscription Fee	Third Extension Term	Monthly in arrears	\$125,000 annually
Subscription Fee	Fourth Extension Term	Monthly in arrears	\$130,000 annually

Any travel expenses or fees incurred by Contractor under this Agreement shall be the sole responsibility of Contractor, unless otherwise expressly stated in this Agreement or applicable Work Authorization.

Optional Services (unless otherwise stated in applicable Work Authorization)

Description	Unit/Term	Invoicing	Fee
Developer Services (iOS, Android, and Web)	Hourly	As stated in applicable Work Authorization	\$130/hour
Backend Developer	Hourly	As stated in applicable Work Authorization	\$140/hour
Designer Services (UX and Interaction)	Hourly	As stated in applicable Work Authorization	\$130/hour
Art Director	Hourly	As stated in applicable Work Authorization	\$180/hour

Description	Unit/Term	Invoicing	Fee
Tester	Hourly	As stated in applicable Work Authorization	\$140/hour
Product Owner	Hourly	As stated in applicable Work Authorization	\$150/hour
Scrum Master	Hourly	As stated in applicable Work Authorization	\$150/hour
Project Manager	Hourly	As stated in applicable Work Authorization	\$150/hour
Information Analyst	Hourly	As stated in applicable Work Authorization	\$160/hour
Mobile Marketing Consultant	Hourly	As stated in applicable Work Authorization	\$190/hour
Technology Lead	Hourly	As stated in applicable Work Authorization	\$190/hour
Solution Architect	Hourly	As stated in applicable Work Authorization	\$250/hour
Additional Contentful (CMS) Users	Annually	As stated in applicable Work Authorization	\$240/annually per user

Exhibit C
Enterprise Technology Services Security Requirements Exhibit – High Risk

Definitions.

“County Data” means the data and information (including text, pictures, sound, graphics, video and other data) relating to County or its employees or agents, or made available or provided by County or its agents to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of the Contractor’s services, whether or not electronically retained, and regardless of the retention media.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

Security and Access. If Contractor will have access to any aspect of County’s network via an Active Directory account, onsite access, remote access, or otherwise, Contractor must:

- (a) comply at all times with all provided applicable County access and security standards, policies, and procedures related to County’s network, as well as any other or additional restrictions or standards for which County provides written notice to Contractor;
- (b) provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor’s compliance with County security standards;
- (c) provide privacy and information security training to its employees with access to County’s network upon hire and at least once annually; and
- (d) notify County of any terminations or separations of Contractor’s employees who had access to County’s network.

In addition, for any remote access to County’s network, Contractor must:

- (a) utilize secure, strictly-controlled industry standards for encryption (e.g., Virtual Private Networks) and passphrases and safeguard County Data that resides in or transits through Contractor’s internal network from unauthorized access and disclosure;
- (b) ensure the remote host device used for access is not connected to any other network, including an unencrypted third party public WiFi network, while connected to County’s network, with the exception of networks that are under Contractor’s complete control or under the complete control of a person or entity authorized in advance by County in writing;
- (c) enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure;
- (d) utilize equipment that contains antivirus protection software, an updated operating system, firmware, and third party-application patches, and that is configured for least privileged access;
- (e) utilize, at a minimum, industry standard security measures, as determined in County’s sole discretion, to safeguard County Data that resides in or transits through Contractor’s internal network from unauthorized access and disclosure; and

- (f) activate remote access from Contractor and its approved subcontractors into the County network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use.

If at any point in time County, in the sole discretion of its Chief Information Officer (CIO), determines that Contractor's access to any aspect of County's network presents an unacceptable security risk, or if Contractor exceeds the scope of access required to perform the required services under the Agreement, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's CIO, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to County network to Contractor).

Data and Privacy. To the extent applicable to the services being provided by Contractor under the Agreement, Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171, and shall ensure that County Data processed, transmitted, or stored by Contractor or in Contractor's system is not accessed, transmitted or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 501.171, Section 817.568, or Section 817.5685, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County Data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

Managed or Professional Services. To the extent applicable to the services being provided by Contractor under the Agreement, Contractor shall immediately notify County of any terminations or separations of Contractor's employees who performed services under the Agreement and who had access to County Confidential Information or the County network. If any unauthorized party is successful in accessing any information technology component related to Contractor (including but not limited to servers or fail-over servers) where County Data or files exist or are housed, Contractor shall notify County within twenty-four (24) hours after becoming aware of such breach, unless an extension is granted by County's CIO. Contractor shall provide County with a detailed incident report within five (5) days after becoming aware of the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications. Contractor shall not release County Data or copies of County Data without the advance written consent of County. If Contractor will be transmitting County Data, Contractor agrees that it will only transmit or exchange County Data via a secure method, including HTTPS, SFTP, or another method approved by County's CIO. Contractor shall ensure adequate background checks have been performed on any personnel having access to County Confidential Information. To the extent permitted by such checks, Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall ensure the use of any

open source or third-party software or hardware does not undermine the security posture of the Contractor or County.

Software Installed in County's Network. To the extent Contractor provides any Software to be installed in County's network, Contractor must:

- (a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) to be installed and support updates for critical vulnerabilities discovered in applicable third-party or open source software;
- (b) ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
- (c) develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
- (d) mitigate critical or high risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 30 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;
- (e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website;
- (f) ensure the Software is not within three (3) years from its end of life date and provide County with end-of-life-schedules for all applicable Software;
- (g) support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and
- (h) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Equipment Leased or Purchased from Contractor. To the extent Contractor is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement, Contractor must:

- (a) ensure that physical security features to prevent tampering are included in any Equipment provided to County and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;
- (b) ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County's Contract Administrator, and disclose any default accounts or backdoors that exist for access to County's network;
- (c) shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of a new critical or high security vulnerability and notify County of proposed mitigation steps taken;
- (d) develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;

- (e) upon request by County, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);
- (f) ensure the Equipment is not within three (3) years from its end of life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;
- (g) (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor's or the original Equipment manufacturer's website; and
- (i) (for OEMs only) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Payment Card Industry (PCI) Compliance. If and to the extent at any point during the Agreement the Software accepts, transmits, or stores any credit cardholder data or is reasonably determined by County to potentially impact the security of County's cardholder data environment ("CDE"), Contractor must:

- (a) comply with the most recent version of VISA Cardholder Information Security Program ("CISP") Payment Application Best Practices and Audit Procedures including Security Standards Council's Payment Card Industry ("PCI") Data Security Standard ("DSS"), including the functions relating to storing, processing, and transmitting of the cardholder data;
- (b) maintain PCI DSS validation throughout the Agreement;
- (c) prior to commencement of the Agreement (or at such time the Software will process cardholder data), prior to Final Acceptance (if applicable), after any significant change to the CDE, and annually, provide to County: (i) a copy of Contractor's Annual PCI DSS Attestation of Compliance ("AOC"); and (ii) a written acknowledgement of responsibility for the security of cardholder data Contractor possesses or otherwise stores, processes, or transmits and for any service Contractor provides that could impact the security of County's CDE (if Contractor subcontracts or in any way outsources the credit card processing, or provides an API that redirects or transmits cardholder to a payment gateway, Contractor is responsible for maintaining PCI compliance for the API and providing the AOC for the subcontractor or payment gateway to County);
- (d) maintain and provide to County a PCI DSS responsibility matrix that outlines the exact PCI DSS controls that are the responsibility of either party and the PCI DSS controls that are the shared responsibility of Contractor and County;
- (e) follow Open Web Application Security Project (OWASP) for secure coding and transmission of payment card data only to the extent Contractor provides a payment application;
- (f) immediately notify County if Contractor learns or suspects that Contractor, its Software, or its platform is no longer PCI DSS compliant and provide County the steps being taken to remediate the noncompliant status no later than seven (7) calendar days after Contractor learns or suspects it is no longer PCI DSS compliant;
- (g) activate remote access from Contractor and its approved subcontractors into County's network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use; and

- (h) maintain all inbound and outbound connections to County's CDE using Transport Layer Security (TLS) 1.2 or current industry standard (whichever is higher).

Application Development Services. To the extent applicable to the services being provided by Contractor under the Agreement, Contractor shall develop, implement, and comply with industry-standard secure coding best practices as outlined by the County's Service Provider Application Secure Coding Standard. In addition, if application development services are performed by Contractor augmented staff on behalf of County, staff must strictly follow and adhere to the County's established application development policies, process, procedures, practices and standards. Upon request by County, Contractor shall provide an attestation letter to certify that security testing as specified above was performed along with security scan test results and tests performed. Any exceptions must be documented with the delivery of the attestation letter for acceptance by the County.

Exhibit D Service Level Agreement

1. Introduction

This SLA provides an overview of the managed services that M2mobi delivers on a daily basis and defines the obligations and responsibilities of M2mobi regarding the services delivered.

In order to make sure the applications continue to perform, it is essential that the Managed Services team of M2mobi provides maintenance. The services M2mobi provides are documented in this SLA. The Managed Services team is controlled by a Service Manager.

On a monthly basis, the Service Manager sends a SLA report that provides BCAD with an overview of the statistics and performance of the app, the SLA tasks that have been performed, and M2mobi recommendations based on these figures.

2. Services Provided

2.1 Standard mobile application monitoring

- **Monitoring bug & crash reports**
These reports (stack traces) come in through the App-store system from where M2mobi can collect and categorize them.
- **Monitoring user feedback in official App stores**
Users give feedback and suggestions on the application through the App store. To collect and categorize this feedback, the user experience can be optimized.
- **Monitoring application statistics**
M2mobi will send a monthly report of the way the application and its individual features are being used.
- **Smartphone support**
When a new smartphone is released, this often requires an update for the application in order for it to run optimally. A change in screen resolution is a good example for this. M2mobi cover all telephones with a market penetration of more than 5% in this SLA.
- **Firmware support**
After launching a firmware (OS) update, features of the systems can change whereby the application might need an update. M2mobi tests system updates and make sure the app keeps running.

2.2 Servers & backend

- **Monitoring servers**
On every server, a systems runs that monitors the results and potential errors.
- **Installing software updates**
Updates for server systems are frequently released that sometimes solve critical issues in the software. This service runs every time a new update is being released.

2.3 CMS

2.3.1 Body content CMS

M2mobi uses Contentful (CMS) for content management. Updates on the CMS are frequently executed. M2mobi is responsible for ensuring that these releases have no impact on the content managed in Contentful.

2.3.2 Text string CMS

When multiple languages are needed, M2mobi uses PhraseApp as a management system for language translations. Updates on Phraseapp are frequently executed. M2mobi is responsible for managing any negative impact on the language translations managed in Phrase App when a new update is released.

2.4 Third party software

2.4.1 Weather

M2mobi uses Open Weather as the weather provider in the FLL Apps. M2mobi is not responsible for any missing weather data in case the data of the city of the event is not covered by open weather.

3. Support

3.1 Mobile applications

For the Operating System (OS) version support, M2mobi handles a progressive support policy. M2mobi's philosophy is that people who do not update their OS are not inclined to install apps and app updates. If an OS version goes under 10% usage, M2mobi stops supporting the version. Concerning handsets, M2mobi supports at a minimum of 5% market share.

The current OS support level is described in Exhibit G, Non-functional Requirements.

3.2 Availability

The availability of the application is described in Exhibit G.

3.3 Incident management

Incidents that cannot be solved internally by clients can be forwarded to M2mobi. Incidents can be reported in the issue tracking system. In case this incident has a high priority, it can be presented by telephone before putting it in the 'issue tracking system'.

If an incident is being reported, M2mobi will classify it according to the impact of the incident.

Questions reported by users that can not be solved internally by clients, can be forwarded to M2mobi to help answering. Questions will always be qualified as P3 incidents.

3.3.1 Prioritizing

Priority	Description
P1 – high priority	Problems in where features of the application do not work.
P2 – medium priority	Problems that have to be solved as soon as possible. The application is running, but perhaps less efficient.
P3 – low priority	Other problems

3.3.2 P1 Incidents

M2mobi will do its best to solve P1 incidents as soon as possible and, if necessary, increase the capacity in case the incident cannot be solved in time.

When the incident cannot be solved in time, M2mobi will present a plan to the client. M2mobi will give a status update every two hours.

M2mobi will do its best to offer a workaround and solution as soon as possible.

3.3.3 P2 incidents

Once it is clear the incident cannot be solved, M2mobi will increase the capacity within the *Normal service Window*. M2mobi will give a status update every four hours.

3.3.4 Response times

Service	Description	Priority	Time
Incident intake	Feedback on incident presented: <ul style="list-style-type: none"> • First check on the completeness of the incident concerned; 	P1	1 hs
		P2	2 hs
		P3	4 hs

Service	Description	Priority	Time
	<ul style="list-style-type: none"> First check on the reproducibility of the incident. 		
Incident research	<ul style="list-style-type: none"> First check on the completeness of the incident concerned; First check on the reproducibility of the incident. 	P1 P2 P3	1 hs 2 hs 4 hs
Incident feedback	Feedback for the incident: <ul style="list-style-type: none"> A short impact analysis; Potential workaround; A first planning for further steps. 	P1 P2 P3	4 hs 8 hs 16 hs
Incident solving	The project manager of the app will share a proposal for a solution for the incident including a planning and a to do list.	P1 P2 P3	8 hs 16 hs 32 hs

3.4 Service window

The availability of services is divided in several *service windows*. The standard service window is applicable.

3.4.1 Standard service window

Monday to Friday, from 09:00 till 17.30 Central European Time (CET), with the exception of Dutch national holidays.

During the *Standard service window*, the following services are available:

- Standard user support;
- Intake of incidents.

3.5 Reporting

M2mobi will keep the client informed about the performance of the app. On a monthly basis, M2mobi will send at least the following items:

- Overview of incidents;
- Overview of change requests;
- Financial consequences;
- Overview of statistics: usage, downloads, ratings, system uptime, push notifications sent, server software updates and patches.

4. Change & release management

4.1 Change management of released apps

Changes can be requested via the 'change request form.' The following actions are implied

- Impact analysis;
- Time and budget estimation;

After the client's approval, M2mobi can implement the update and release it through the 'Release management procedure.'

4.2 Release management of released apps

All changes, except for P1 updates, will be planned in releases. The following actions are part of the release:

- Impact analysis;
- Time and budget estimation;
- Planning of the release;
- Implementation of update;
- Testing by M2mobi;
- Acceptance test by client;
- Actual release.

The release planning will be made in dialogue with the client and M2mobi. M2mobi is not responsible for the duration of acceptance of the app stores.

5. Capacity management

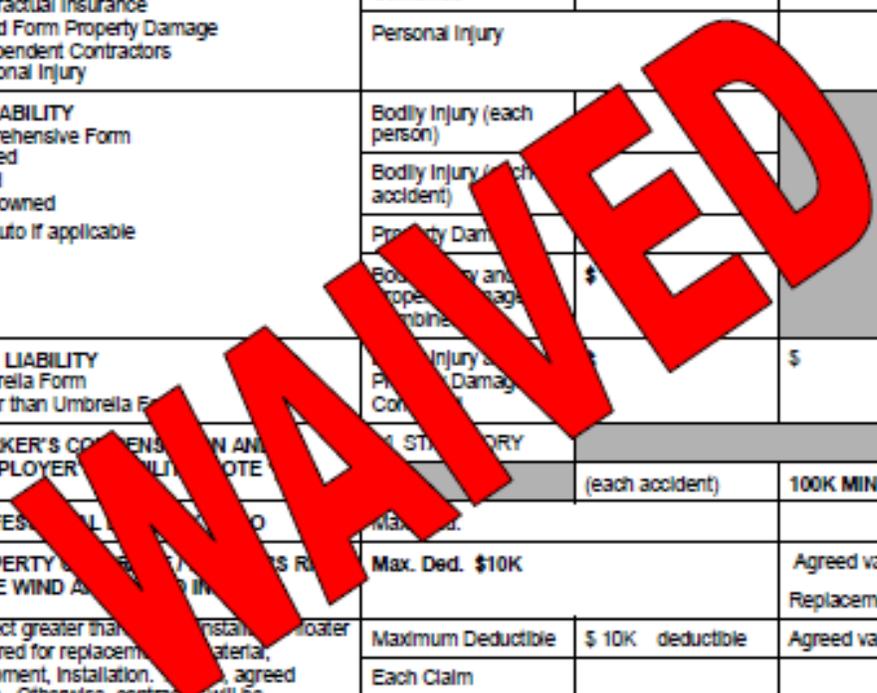
To ensure M2mobi can provide a constant service during the contract period, M2mobi will at the end of each year review whether the available tools, resources, hosting capacity and hourly rates are still sufficient. If not sufficient, M2mobi will adjust the SLA accordingly. The review moment will be every 10th month of the year after the contract start date.

Exhibit E Minimum Insurance Requirements

Insurance Requirements for M2Mobi. No Vendor On Site

The following coverage's are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

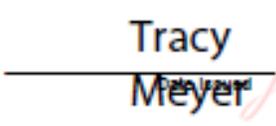
TYPE OF INSURANCE	Limits on Liability In Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion & Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$	\$
	Personal Injury		
AUTO LIABILITY <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER LIABILITY	(each accident) 100K MIN		
<input type="checkbox"/> PROFESSIONAL LIABILITY	Max. Ded.		
<input type="checkbox"/> PROPERTY DAMAGE AND THEFT INCLUDE WIND AND HAIL DAMAGE	Max. Ded. \$10K		Agreed value Replacement Cost
<input type="checkbox"/> If project greater than 100,000 lbs. of material required for replacement of material, equipment, installation, contractor will be responsible for tools, materials, equipment, machinery etc, until completion, acceptance by County and County takes possession.	Maximum Deductible Each Claim	\$ 10K deductible	Agreed value



Description of Operational Locations/Vehicles: Certificate must show on general liability and excess liability **Additional Insured: Broward County**. Also when applicable certificate should show Broward County as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown. Indicate bid number, RLLRFP, and project manager on COL.

NOTE* - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act
CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder
 Broward County
 320 Terminal Drive, Suite 200
 Fort Lauderdale, FL 33315 IS


 Digitally signed by Tracy Meyer
 Date: 2022.08.23 16:30:37 -04'00'

Insurance Policy Form 23 Revised 04/2019

**Exhibit F
Work Authorization**

Agreement: [Title, Date, Contract Number]

Work Authorization No. _____

This Work Authorization is between Broward County and Contractor pursuant to the Agreement. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Work Authorization is executed by Contractor. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

The time period for this Work Authorization will be from the date of County's Notice to Proceed until [____ (____)] days after the Notice to Proceed, unless otherwise extended or terminated by the Contract Administrator.

Services to be provided:

[COMPOSE SIMPLE SUMMARY]

See Exhibit A for additional detail.

The applicable not-to-exceed amount stated in the Agreement for the work at issue is \$[_____].

The total fee for goods and services under this Work Authorization is \$[_____] ("Total Fee").

The Total Fee shall be invoiced by Contractor upon written acceptance by County of all goods and services provided under this Work Authorization.

(Signatures appear on the following page.)

Exhibit G Non-Functional Requirements

Introduction

Non functional requirements are concerned with “building the software right” as opposed to the “right software” from functional requirements. Non-functional requirements (NFRs) are concerned with the structural quality of the software. Software structural quality refers to how it meets non-functional requirements that support the delivery of the functional requirements, such as robustness or maintainability, the degree to which the software was produced correctly.

Purpose of this document

The purpose of this document is to complement the functional requirements. This document provides information on additional application requirements, namely the non-functional requirements.

Scope

The scope of this document is the full ICT landscape and its technical landscape provided by M2mobi for the Fort Lauderdale-Hollywood International Airport mobile apps. This document is directly influenced by changes in the software architecture and the evolving client expectations around non-functional requirements.

Even though "quality is a perceptual, conditional and somewhat subjective attribute and may be understood differently by different people", software structural quality characteristics have been clearly defined by the Consortium for IT Software Quality (CISQ). The CISQ quality characteristics are based on the ISO/IEC 25010:2011 (supersedes ISO 9126) Systems and software engineering -- Systems and software Quality Requirements and Evaluation (SQuaRE) -- System and software quality models.

In this document we cover aspects of structural quality by using a combination of CISQ and SQuaRE.

	ISO 25010 (SQuaRE)	CISQ
Functional quality	Functional suitability	
	Usability	
Structural quality (Non-functional requirements)	Performance efficiency	1. Efficiency
	Security	2. Security
	Reliability	3. Reliability
	Compatibility	4. Maintainability
	Maintainability	

	Portability	
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Out of Scope

Management reporting: this must be included in the individual Service Level Agreements (SLA).

Performance efficiency

The performance constraints specify the timing characteristics of the software. Certain tasks or features are more time-sensitive than others; the nonfunctional requirements should identify those software functions that have constraints on their performance.

Response times

The table below lists max load times under standard conditions. Load times mentioned here do not take into account slow connections.

#Max concurrent users with which we guarantee these numbers: 25.000

Metric	Value
App Startup Time: Time between launching the app and fully loading the first screen	< 5 sec
Website Load Time: Time between launching the website and fully loading the first screen	< 5 sec
Database (data access & data management)	< 5 sec
View loading	< 5 sec
Network	< 5 sec
Frame Rate	> 30fps
Request Processing (Backend)	< 2 sec

Operations that take longer should run on its own thread. In the meantime the user needs to be able to continue using the app with a clear loading indicator showing progress of the operation.

Any function selected in the app should give evidence of activity within five seconds. There should be some visual indication the function is being performed. The visual indication can be anything the user would understand as a response, e.g.

- Pressed state for a button

- Prompting for user input
- Displaying splash screens or progress bars
- Displaying text such as “Please wait..”, etc.

a **App Resource Usage**

Battery, disk space, network and memory usage. To reduce app resource usage we conform to platform best practices.

	Metric*	Value
Disk space**	Android App size as listed in Google Play	< 55 MB
	iOS App size as listed in Apple AppStore	< 55 MB
	Android App Data storage consumption after download	< 55 MB
	iOS App storage consumption after download	< 55 MB
Network	App background data traffic (per session)	< x MB
	App foreground average use data traffic (per session)	< x MB
Memory	Android Dalvik max heap usage	24MB
	iOS max memory usage	45% of system memory

* Based on capabilities of devices matching with platform support as described in Maintainability section

** The amount of data consumed by the apps after installation is determined by the content the apps retrieve via External Systems. If the content uploaded there is not optimized, it might adversely affect this metric and overall performance. M2mobi is not responsible for optimizing, correcting, or monitoring content managed via External Systems.

2. **Security**

The security constraint is a measure of the likelihood of potential security breaches due to poor coding practices and architecture. This quantifies the risk of encountering critical vulnerabilities that damage the business.

Integrity requirements define the security attributes of the system, restricting access to features or data to certain users and protecting the privacy of data entered into the software.

a **Passwords**

If an application uses passwords or other sensitive data, the passwords or other sensitive data should not be stored in the device and not echoed when entered into the application. Sensitive data should always be protected by a password. If possible, all stored passwords should be encrypted.

With passwords, the desired approach is that the application shows which character the user selected and then changes that to an asterisk (*).

If the user is explicitly asked for permission, a password can be stored to the device memory. It should be possible to withdraw this permission and remove the password from the device.

It's important to minimize the risk of access to sensitive information should the device be lost. It should not be possible to reuse/view authentication simply by re-opening the application. Note: This does not mean a user would have to re-authenticate every time the app is opened, just the shielding of authentication details / operations.

Once sensitive data has been entered, it should not be displayed in plain text anywhere in the application. However, it is generally acceptable to have no more than 25% of a sensitive value displayed in plain text (e.g. 4 of the 16 digits of a card number) where this assists the user to distinguish between multiple cards or accounts.

b **Misleading security**

An application:

- Must not override system or virtual machine generated security prompts or notifications or deceive the user by displaying misleading information just before a security prompt is shown to the user of the application.
- Must not simulate security warnings to mislead the user of the application.
- Must not simulate key-press events to mislead the user of the application.
- Must run in the sandbox environment and must not exploit any malicious means of exiting the sandbox environment.

c **Secure Coding**

While security and authentication/authorization is discussed during deliverable reviews, the project team conducts internal reviews of high risk deliverables against OWASP Secure Coding Principles for Web or Mobile applications and the OWASP top ten most critical web application security flaws.

The quality manager will assist the project team with:

3. Completing the
 - a. [Mobile Application Security Self-Assessment Worksheet*](#)
4. Developing a Security diagram, showing data flows and locations
5. Depending on the results of the assessment, conducting a formal security review session with the Business Owners and others.

*Make a copy per project per platform

All traffic is to use https. The system uses SSL/TLS certificates provided by an accredited public Certificate Authority (CA) such as Digicert, VeriSign, or similar. So called self-signed certificates are not allowed.

a **Privacy**

As a guiding principle the user should have transparency, choice, and control. That is the user must be aware of collection and use of personal information upfront. The app must collect the minimum data that it requires in line with what the user is told. App updates or changes must not impact the privacy or security conditions without very clear advice and active acceptance from the user prior to the change.

The project should be compliant with GDPR.

Privacy by Design

The inclusion of data protection should be taken into account from the onset of the designing of systems, rather than an addition.

Any action that involves processing personal data must be done with data protection and privacy in mind at every step. In practice, this means that any department that processes personal data, must ensure that privacy is built into a system during the whole life cycle of the system or process.

i **Privacy by Default**

The strictest privacy settings should apply by default, without any manual input from the end user. In addition, any personal data provided by the user to enable a product's optimal use should only be kept for the amount of time necessary to provide the product or service. If more information than necessary to provide the service is disclosed, then "privacy by default" has been breached.

Over prompting or under prompting of users for permissions can have unfortunate results, and is a matter of personal preference. It is important to provide users with control over the level of prompting and repeated prompting for permissions.

After consent has been given, a user should be able to retract the permission/subscription as well.

ii **User's rights**

If the application collects personal data, and as further defined in applicable laws, the developer has an obligation to respect user's rights.

1. **Breach Notification:** Under the GDPR, breach notification will become mandatory in all member states where a data breach is likely to "result in a risk for the rights and freedoms of individuals". This must be done within 72 hours of first having become aware of the breach. Data processors will also be required to notify their customers, the controllers, "without undue delay" after first becoming aware of a data breach.
2. **Right to access:** Part of the expanded rights of data subjects outlined by the GDPR is the right for data subjects to obtain from the data controller confirmation as to whether or not personal data concerning them is being processed, where and for what purpose. Further, the controller shall provide a copy of the personal data, free of charge, in an electronic format.
I.e. Disclose what personal data is held about them.
3. **Right to rectification:** The data subject shall have the right to obtain from the controller without undue delay the rectification of inaccurate personal data concerning him or her. Taking into account the purposes of the processing, the data subject shall have the right to have incomplete personal data completed, including by means of providing a supplementary statement. I.e. Update or delete incomplete, incorrect, unnecessary or outdated personal data.

4. **Right to be Forgotten:** Also known as Data Erasure, the right to be forgotten entitles the data subject to have the data controller erase his/her personal data, cease further dissemination of the data, and potentially have third parties halt processing of the data.
5. **Data Portability:** The right for a data subject to receive the personal data concerning them, which they have previously provided in a 'commonly use and machine readable format' and have the right to transmit that data to another controller.

The application must also provide users with contact information or online tools to exercise their rights and must contain an option to delete personal information.

iii **Privacy Notice**

Applications that collect personal data should provide a clear, understandable privacy notice so that users can make informed decisions about whether or not to use the application or certain features of the application.

Applications must make the Privacy Notice available to users prior to the initial collection of personal data through the application, and viewable anytime thereafter within or through the application (for example, through the application's Help menu, a link to a website hosted by you, or a similar effective method).

The notice may be in the form of a privacy policy, either embedded in the application or linked to a website, and should include the following information:

- What personal data is collected, how it is used and shared, and how long it is retained.
- When personal data is shared with third parties:
 - detail the type of third party with whom this information is shared (for example, service providers, other users, or governmental agencies), for what purpose, and how the user can restrict the disclosure of personal data to such third parties.
- When tracking technologies are used:
 - detail the type of technology used, for example, cookies or analytics software (irrespective of whether the technology is used by you or named third parties who may be collecting information from the application).
 - detail what information the technologies track, with whom the information is shared, the purpose for using the technologies, and how they can be disabled.
- What means users have to manage their privacy preferences and instructions on how to use these means.
- That users have the following rights with respect to their personal data:
 - the right to know what personal data you have about them.
 - the right to request the deletion or modification of unnecessary or outdated personal data
 - the right to unsubscribe from direct marketing messages or use of personal data for marketing or market research purposes.
- Instructions on how to exercise such rights, for example, through online tools or otherwise through contact details provided by you.
- What security measures the application uses to protect personal data against unauthorized access, use, modification or loss.
- How the user can contact you, including company name, email address or a link to an online form as well as a physical address and a phone number, if available.

b **Safeguards**

Applications must process personal data only for justified purposes that are relevant to the features and functionalities of the application.

Applications require user registration only when it is needed to use the application, for example, to log into an existing user account.

Sensitive data, such as credit card details must not be stored in the device and the passwords may not be echoed when entered into the application.

Information stored by the application on the device, or on servers, must be deleted when storage is no longer necessary for the purposes for which the information was originally collected or when storage is not required.

Users must be able to delete information stored by the application on the device (for example in caches, search histories, keyboard logs and other such storage areas) and any user-generated content stored on servers.

If the app uses a user identity management scheme, then it must take into account that various identifying numbers such as MSISDN or UCCID or IMEI or similar can change and move between users as users change, lose or replace their devices.

c **Encryption**

Communication with the backend happens over secure HTTPS (1.1) connections using industry standard encryption ciphers. HTTPS security standards change frequently, systems are adapted accordingly.

d **Content & Policies**

The application should adhere to any platform or distribution channel policies regarding inappropriate content and infringement of brands or intellectual property belonging to others.

e **Age Appropriate practices**

Where the distribution channel allows or requires an age restriction to be assigned to an application, this should be appropriate and in accordance with any platform or distribution channel guidelines.

Apps aimed at children must comply with legal requirements for the protection of children particularly concerning collection of personal information.

In apps aimed at children and adolescents, any privacy settings must be defaulted to prevent automatic publication of location. This is particularly important with social networking privacy protection

Use Age Verification where the app may involve personal information sharing that would be inappropriate for children or adolescents.

Any advertising must be age appropriate to the age rating of the application.

Applications that request permission to use the device location must have a maturity rating that restricts them to an appropriate age rating (where maturity ratings are implemented).

f **Social Networking and Mobile Adverts**

When integrating social network features into an app, there are several privacy concerns to be addressed, as this can be a very public sharing of personal information.

In setting up the account to use the social network or media, indicate to the user both what is voluntary and what will be public. Avoid mapping the user's registration information to the user's public profile without the user exercising choice and control.

Ensure controls on the privacy settings are clear, transparent and straightforward to access. Provide a clear means to deactivate the account and fully remove the user's data resulting in deleting their account.

If an app is supported by advertising, then that must be made clear to the user before it is downloaded.

If the adverts are targeted, then let the user know, and get their explicit agreement to the use of their information for any profiling. Any personal information used for the targeting must be part of the main purpose of the app.

Any viral marketing must obtain the explicit permission of the user before accessing the user's contacts or using the user's personal information in any way.

6. **Reliability**

An attribute of resilience and structural solidity. Reliability measures the level of risk and the likelihood of potential application failures. It also measures the defects injected due to modifications made to the software (its "stability" as termed by ISO). The goal for checking and monitoring Reliability is to reduce and prevent application downtime, application outages and errors that directly affect users, and enhance the image of IT and its impact on a company's business performance.

The capability of the software to maintain its performance over time. Unreliable software fails frequently, and certain tasks are more sensitive to failure (for example, because they cannot be restarted, or because they must be run at a certain time).

a **Stability**

The application should not crash, unexpectedly close, freeze or otherwise behave abnormally at any time while running on any targeted device.

Metric	Value
% Crash Free users of the mobile apps as measured using Firebase	> 98%

b **Error / Exception Handling**

The application should be fault tolerant i.e. instead of crashing the application informs the end user with a clear error message

- Notification should follow the design guidelines for the platform

- Multiple notifications should be stacked into a single notification object where the platform supports this
- Notifications should only be persistent if related to ongoing events (such as music playback)
- Notifications must not contain advertising or content unrelated to the core function of the application
- Error messages should use terminology clearly understandable for the end-user. They should
 - explain the nature of the problem
 - indicate what action needs to be taken (where appropriate)

In case of absence of or intermittent service, using a modular set up the system should not stall but continue with limited functionality (graceful degradation).

c **Network / Offline usage**

We aim to make our apps available for offline usage as much as possible. This is accomplished by:

- Including a base set of default content
- Persisting data as much as possible
- Caching data as much as possible
- Informing the user of the offline status and the possibility that data might not be up to date

d **Suspend / resume**

Where an OS environment supports “suspend / resume”, ensure that the application suspends and resumes at a point that does not impair the user experience.

The application should preserve sufficient state information to cope with force close by the system. It should not lose any information that it implies would be preserved, nor become difficult to use subsequently, as a result of a forcible closure of the system.

e **Availability**

Every week there is a maintenance window. This window can be used for applying security fixes, software updates and other modifications that may cause service interruptions for end-users.

Outside of these maintenance windows M2mobi will strive for 99.9% availability, on a best-effort basis.

Metric	Value
Server / Backend uptime	> 99%

7. Maintainability

Maintainability includes the notion of adaptability, portability and transferability (from one development team to another). Measuring and monitoring maintainability is a must for mission-critical applications where change is driven by tight time-to-market schedules and where it is important for IT to remain responsive to business-driven changes. It is also essential to keep maintenance costs under control.

The ease with which the system can be changed, whether for bug fixes or to add new functionality. This is important because a large chunk of the IT budget is spent on maintenance. The more maintainable a system is, the lower the total cost of ownership will be.

a Maintainability

Maintainability specifically applies to characteristics of the application that must be designed to support some degree of configurability.

The application logic (retrieving information, processing information or storing information) must be clearly separated from the presentation.

- Example: Formatting data for display is a presentation issue. This should not be part of the business logic, it should be done in the front-end code instead

Maintainability might conflict with the performance requirements. Content included in the app is not easily maintainable since updating the content would require a new app release. However this might be worth it to ensure the app has a snappy feel. To determine what data is used and stored how, we also consider the following table:

	Update frequency	Frequency used	Cache	Size	Example
Real time*	Real time	Every time using the app	In working memory	Should be as small as possible	Flight data
Dynamic	High Prefetch where possible	Regularly			Weather info
Static	Low Prefetch where possible		Persistent on disk / database until overwritten	Could be large	CMS Pages
In-App	Almost never		Hardcoded in the application	Could be large	Button label

*Real time is only as real time as backend systems can provide.

b Portability

The ease with which software can be installed on all necessary platforms and the platforms on which it is expected to run. The numbers below are based on the market share of the OS versions of iOS and Android ([see](#)). The OS version should atleast have a marked share > 5% for the last 6 months

Metric	Value
Android OS support	8+ (API level 26+)
iOS OS support	iOS +13
iOS phone model support	iPhone X and up

Modularity

Software comprises well defined, independent components which leads to better maintainability. The components could be then implemented and tested in isolation before being integrated to form a desired software system. This allows division of work in a software development project.

Software should be

- Loosely coupled
- Tightly integrated
- Hierarchical structure
- Separate self sufficient modules

c Extensibility

New capabilities can be added to the software without major changes to the underlying architecture.

Software needs to be backwards compatible with app versions less than a year old, this should be taken into account when designing new functionality.

d Internationalization

The ability to change the system to deal with additional international conventions such as languages, or number formats, style. The system will be build to support multiple languages and locales.

However support for localized properties is handled by the platform the system is running on. Examples of localized properties:

- Support multiple languages, including non latin alphabet languages
- Support left-to-right (LTR) • Support right-to-left (RTL)
- Text sorting
- Currency formatting

- Date & time formatting
- Pluralization
- Address formatting
- Telephone number format

Support for these properties is continuously improved by both Apple and Google. We will not re-implement / override non supported properties on older platform versions. An example is right-to-left text on Android. This is only supported from API level 17 (Android v4.2), so we will also only support RTL from API level 17.

For this project we will support the following languages.

Language	Remark
English	US spelling
Spanish	Standard

e **Accessibility**

Accessibility refers to the design of products, devices, services, or environments for people with disabilities. This deals with users who have low vision, blindness, hearing impairments, cognitive impairments, or motor impairments.

There are no specific accessibility requirements for the FLL mobile app project which means we comply with mobile apps will comply with easy to implement platform guidelines.

For more information on accessibility:

Android

- [Android Material Design Guidelines - Usability - Accessibility](#)
- [Android Developer - Accessibility](#)
- [Android Developer - Implementing Accessibility](#)

iOS

- [iOS Human Interface Guidelines - Accessibility](#)
- [iOS Developer - Accessibility](#)

Documentation

It's hard to keep complex system documentation up to date. Even if you're able to document the initial version of your application, by the time you've finished, the application has changed and its documentation is outdated. To avoid excessive time spent on documentation which is never read or updated, we strive for Minimum Viable Documentation. i.e. document only what is necessary to ensure maintainability. The only documentation requirement is to make sure that each major release all relevant documentation is up-to-date.