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MYFUELMASTER.COM

September 8, 2025

**City of Pembroke Pines
 FMLive Cloud Renewal**

Effective 01/01/2026 – 12/31/2026

FMLive Cloud Hosting (15 FMUs)	\$ 10,076.40
Cell Connectivity Package (15 FMUs)	\$ 5,400.00
Standard Maintenance Extension (15 FMUs)	\$ 18,168.75
Total	\$ 33,645.15

FMLive Software Platform

web-based real time software system with built-in encrypted security, instant transaction recording, and advanced reporting capabilities. This includes software updates, feature enhancements, maintenance and security updates upon availability.

Cloud Hosting Services

Hosted infrastructure and all necessary components for providing continuous operation of system and data management. This includes secure storage, bandwidth, secure access, security updates in a 24/7 always on environment.

Cell Connectivity Package

Cell connection service from FuelMaster units to the system enterprise in a 24/7 always on environment.

Standard Maintenance Extension

- Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays.
- Free required repair parts (exclusions are Acts of God, vandalism, and faulty installation or operation by a vendor. This also does not cover site visits by FuelMaster technicians if required).

TERMS AND CONDITIONS

SYN-TECH SYSTEMS, INC.

1. **APPLICABILITY.** These Terms and Conditions of Sale (the “**Terms and Conditions**”) apply to the purchase of products, the license of software and the provisions of ancillary services related thereto (collectively the “**Products**”) by Buyer from Seller, pursuant to a quotation, purchase order or other order acknowledgement and related attachments (herein collectively the “**Purchase Order**”). Buyer accepts these Terms and Conditions by signing and returning Seller’s quotation, by sending a purchase order in response to the quotation, or by Buyer’s instructions to Seller to ship the Products (or any portion thereof). No terms, conditions or warranties other than those identified in the quotation or purchase order (and which do not conflict with these Terms and Conditions) and no agreement or understanding, oral or written, in any way purporting to modify these Term and Conditions whether contained in Buyer's purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller's authorized representative. Buyer is hereby notified of Seller’s express rejection of any terms inconsistent with these Terms and Conditions or to any other terms proposed by Buyer not included herein or the Purchase Order. All references in this document to “**Seller**” shall include Syn-tech Systems, Inc. and / or any parent, subsidiary or affiliate of Syn-tech Systems, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to “**Buyer**” shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a “**Party**” and collectively as “**Parties**”. As used herein, “**Agreement**” means these Terms and Conditions and the applicable Purchase Order (to the extent that the Purchase Order does not conflict with these Terms and Conditions).

2. **CONFLICT OF TERMS.** All sales to Buyer are subject to these Terms and Conditions, which shall prevail over any inconsistent terms of Buyer’s Purchase Order or other documents. No modification or alteration of these Terms and Conditions shall result by Seller’s shipment of goods following receipt of Buyer’s Purchase Order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms and Conditions are binding on the Parties, their successors, and permitted assigns.

3. **PRICE.** Prices in any quotation from Seller are subject to change upon notice sent to Buyer at any time before the Purchase Order has been accepted by Seller. Prices for Products covered by this Agreement may be adjusted by Seller (herein a “**Price Adjustment**”), upon notice to Buyer (herein an “**Adjustment Notice**”) at any time prior to shipment, to reflect any increase in Seller’s cost of raw materials (e.g., steel, aluminum) or any surcharge or other cost increase incurred by Seller after issuance of the applicable Purchase Order. Upon an Adjustment Notice, Buyer shall, within thirty (30) days following the Adjustment Notice, either accept the price adjustment or reject the price adjustment. Upon rejection of the Price Adjustment, either Party to this Agreement may terminate this Agreement; provide however that Buyer will pay to Seller all amounts due through the date of termination. All stated prices are exclusive of any taxes, fees, duties, and levies, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement (collectively, “**Taxes**”). Any Taxes related to the Products purchased pursuant to this Agreement are the responsibility of Buyer (excluding taxes based on Seller’s net

income), unless Buyer presents an exemption certificate acceptable to Seller and the applicable taxing authorities. If possible, Seller will bill Taxes as a separate item on the invoice presented to Buyer. If any exemption certificate presented by Buyer is held to be invalid, then Buyer will pay Seller the amount of the Tax and any penalties and interest related thereto.

4. **INVOICE; PAYMENT.** Seller shall be entitled to invoice Buyer upon the earlier to occur of (i) shipment of the Products or (ii) completion of services relating thereto (as applicable). Without in any way limiting the terms of the immediately preceding sentence, payment of license fees and of services relating to FMLive (and whether such are one-time (non-recurring) fees or annually recurring fees) shall be paid upon the shipment of the Products (FMUs). Unless otherwise set forth in the Purchase Order, Buyer will pay all invoiced amounts within thirty (30) days following the date of Seller's invoice. Unpaid amounts will accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month and the maximum rate permitted by applicable law, from due date until paid, plus Seller's reasonable attorney fees, costs and expenses of collection. Seller reserves all other rights granted to a seller under the Uniform Commercial Code ("**UCC**") for Buyer's failure to pay for the Products or any other breach by Buyer of these Terms and Conditions. In addition to all other remedies available to Seller (which Seller does not waive by the exercise of any rights hereunder), Seller may suspend the delivery of any Products if Buyer fails to pay any amounts when due and the failure continues for five (5) days following Buyer's receipt of notice thereof. Buyer may not withhold payment of any amounts due and payable as a set-off of any claim or dispute with Seller, regardless of whether relating to Seller's breach, bankruptcy, or otherwise.

5. **DELIVERY.** All delivery dates are approximate. Seller will use commercially reasonable efforts to fill orders according to the delivery dates acknowledged by Seller. Delivery may be made in installments. Default or delay by Seller in shipping or delivering the whole or any part or installment of the goods or services under this contract shall not affect any other portion thereof. In no event shall Seller be liable for any claims for labor or for any special, indirect, incidental, or consequential damages including, but not limited to, demurrage charges, cost of shipment, downtime, lost profits (whether direct or indirect), lost sales, or any other damages resulting from delay in delivery.

6. **SHIPMENT AND RISK OF LOSS.** Unless otherwise agreed in writing, Seller may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges. Title to the Products and risk of loss to the Products shall pass to the Buyer at the point of shipment from Seller's facility, whether freight prepaid or freight collect to destination, regardless of which party selects the carrier and arranges the freight charges or particulars of shipment. Risk of loss for damage or delay in transit shall be borne by Buyer. Buyer shall file and pursue any claims directly with the carrier related to loss, damage or delay in transit, and Buyer shall not assert such claims against Seller or deduct from amounts owing to Seller.

7. **WARRANTY; ADDITIONAL MAINTENANCE SERVICES.** Seller provides a manufacturer's warranty covering Seller's products and services for either fifteen (15) months from the date of shipment or for twelve (12) months from the date of installation, whichever period ends first (the "**Covered Period**"). At the conclusion of the Covered Period, the parties may agree to implement a maintenance plan at a grade determined by Buyer.

8. LICENSE GRANTS.

By Seller. Subject to the terms and conditions of this Agreement and the End User License Agreement (herein the “**EULA**”) which must be accepted by Buyer prior to access to the Seller’s Software Applications and prior to use of the Products, and during the term only, Seller will grant to Buyer and Buyer accepts from Seller, a non-exclusive, non-transferable, non- assignable, worldwide right and license to access and use: (a) the Software Application(s), along with all associated database and other applications that are used to support the functionality of such Software Applications; (b) the server(s) on which Seller has installed the Software Applications for Buyer’s use (herein the “**Host Server**”) and (c) the intellectual property, including software and applications that are included as part of the equipment comprising the Products (herein the “**Equipment Software**”) (the equipment, the Equipment Software, the Host Server and the Software Applications, being herein collectively referred to as the “**System**”); (c) any then-current published guides for the Software (“**Documentation**”); and (d) all equipment and connections maintained by Seller or its hosting subcontractor solely to allow Buyer to access the System and the Documentation (collectively with the System and the Documentation, the “**Service**”) in order to enable Buyer to upload, manage, process, and distribute certain information and data related to Buyer’s fuel utilization, inventories and fleet management data.

By Buyer. Subject to the terms and conditions of this Agreement, Buyer hereby grants to Seller, and Seller hereby accepts from Buyer, a non-transferable, royalty- free license, during the term of this Agreement to reproduce, translate, encode, publish, use, modify, display, perform and distribute the Customer Data (defined below) for the purpose of providing the Service to Buyer and fulfilling Seller’s obligations under this Agreement.

9. RESTRICTIONS.

a. Buyer may use and reproduce the Documentation for its own internal use only provided that all titles, trademarks, trade names, copyright, restricted rights, and other proprietary notices of Seller are retained.

b. Buyer shall use the System only for its intended purpose. Buyer shall not directly or indirectly, nor permit any party to, do any of the following: (i) copy, modify, create derivative works of, publish, sublicense, sell, market or distribute the System; (ii) reverse engineer, decompile, disassemble or otherwise attempt to gain access to the source code form of the System; (iii) use the System or associated documentation in violation of export control laws and regulations; (iv) remove any proprietary notices from the System, the Documentation or any other Seller materials furnished or made available hereunder; (v) access the System in order to (x) build a competitive product or service, or (y) copy any features, functions or graphics of the System; (vi) make the System available to anyone other than user authorized by Seller; (vii) sell, resell, rent or lease the System, including,

without limitation, use the System on a service bureau or time sharing basis or otherwise for the benefit of a third party; (viii) use the System to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (ix) use the System to store or transmit malicious code; (x) interfere with or disrupt the integrity or performance of the System or any data contained therein; (xi) attempt to gain unauthorized access to the System or their related data, systems or networks; (xii) publish or disclose to third parties any evaluation of the System without Seller's prior written consent; (xiii) publish or disclose to third parties any data or information on Buyer's results from using the System, without Seller's prior written consent; or (ix) perform vulnerability, load or any other test of the System without Seller's prior written consent.

10. **NO LICENSE.**

(a) If software is provided by Seller under the Agreement, Buyer agrees that the software may only be used in accordance with the terms and conditions of these Terms and Conditions and the EULA which must be agreed to by Buyer in order to access Seller's software products and in order to use the Products. Except as otherwise provided herein and in the EULA, the sale of the Products will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Without limiting the foregoing, Buyer will not, without Seller's prior written consent, use any trademark or trade name of Seller in connection with any the Products, other than with respect to the resale of the Products pre-marked or packaged by or on behalf of Seller.

(b) Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the System or any applicable software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under the Agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights' relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

11. **FM LIVE SERVICES.** Subject to the terms and conditions of this Agreement and the EULA, Buyer does hereby agree to license the software associated with the Products and including FM Live software (herein the "**Software Applications**") and to acquire cloud based hosting as such are described in the Purchase Order and shall pay the fees as set forth in the Purchase Order (herein collectively the "**Software Fees**").

12. **OWNERSHIP.**

a. **OWNERSHIP OF SYSTEM.** As between the parties, Seller shall retain all title, copyright and IP Rights in the System, Documentation, and improvements thereto. Buyer does not acquire any right, express or implied, in the System or Documentation other than those specified in this Agreement or the EULA agreed upon by Buyer. For purposes of this Agreement, "**IP Rights**" means all

forms of intellectual property rights and protections throughout the world, including, but not limited to, any (a) patents (including any patent applications, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof); (b) copyrights; (c) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith; (d) trade secrets; (e) rights in databases and designs (ornamental or otherwise); (f) moral rights, rights of privacy, rights of publicity and similar rights; and (g) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired, whether published or unpublished, arising under statutory law, common law, or by contract, and whether or not perfected, including all applications, disclosures and registrations with respect thereto.

b. **PRODUCT IMPROVEMENT AND RESEARCH.** Notwithstanding anything to the contrary contained in this Agreement, Buyer hereby grants Seller a royalty-free, perpetual, irrevocable right and license to copy, distribute, modify, use, and analyze any Customer Data submitted via the Service for the purpose of improving the System, analyzing usage of the System, developing related products and services or enhancements to the System; provided, however, that all Customer Data shall be treated as Confidential Information as set forth herein.

c. **RETURN OF CUSTOMER DATA.** Upon termination of this Agreement and at the Buyer's request, Seller shall promptly return active Customer Data in Seller's possession to Buyer.

d. **SOFTWARE OR HARDWARE MODIFICATIONS.** Seller shall retain all IP Rights in and to any modifications, enhancements or derivative works to the Software Applications or the Products that contain or use any object code or source code of the Software Application (each a "**Software Modification**"), subject to the license rights granted to Buyer under the EULA. Buyer shall not modify in any way or reverse engineer any Software Application or any software, equipment or other hardware provided by Seller as part of the Products or licensed under the EULA.

f. **USE OF CUSTOMER MARKS.** The parties agree that Seller may use Buyer's logo and/or trade name ("**Customer Marks**") in the user interface of the Software Applications for referential purposes to accurately identify Buyer during the course of the term of this Agreement (the "**Permitted Use**"). Buyer hereby grants to Seller a non-exclusive, non-transferable, revocable, royalty-free license to use Buyer's Marks for the Permitted Use. Seller hereby acknowledges and agrees that all rights, title and interest in and to the Buyer's Customer Marks are and shall remain the exclusive property of Buyer and that any use thereof and goodwill associated therewith shall inure solely to the benefit of Buyer.

g. Subject to the terms and conditions of this Agreement, Buyer does hereby agree to license the Software Applications pursuant to the EULA to be agreed upon by Buyer prior to uploading or downloading of such Software Applications and to acquire cloud based hosting as such is set forth in the Purchase Order.

13. **CUSTOMER DATA; OWNERSHIP OF CUSTOMER DATA; INDEMNIFICATION BY CUSTOMER.** In Seller's implementation of the Products, Seller may have access to Customer Data (as herein after defined) to be used in conjunction with the Products. Seller acknowledges and agrees that, as between the parties (but subject to the Licenses granted herein and in the EULA), Buyer owns all right, title, and interest in and to the Customer Data, including all IP Rights in and to such Customer Data,

irrespective of whether such Customer Data is stored via the Service or in any database created using the Service. As used herein, the term “**Customer Data**” means and refers to all of the data and other information provided by the Buyer to Seller or which is used within the System. Buyer shall indemnify, defend and hold harmless Seller from and against any and all claims, suits, actions, or other proceedings for any personal injury or any other loss or damage (including reasonable attorney’s fees) brought by third parties against Seller to the extent: (a) based on or arising from any claim that the Customer Data, or the use thereof in accordance with this Agreement, infringes or constitutes a wrongful use of any third party’s IP Rights, or any right of publicity or privacy, or is fraudulent, deceptive, libelous or defamatory; or (b) caused by, relating to or arising out of the unlawful activity, deceptive or unfair trade practices, gross negligence or willful misconduct of Buyer in connection with the subject matter of this Agreement.

14. REPRESENTATIONS AND WARRANTIES.

a. SELLER WARRANTIES. Seller represents and warrants to Buyer that:

- i. Seller has the corporate power and authority to enter into this Agreement;
- ii. Seller is the owner of or licensee of all rights necessary and appropriate to grant the rights hereunder;
- iii. Seller will not violate any agreements with any third party as a result of performing its obligations under this Agreement; and
- iv. the Documentation shall be sufficient to allow a user qualified in the subject matter of the application to use the System.

b. BUYER WARRANTIES. Buyer represents and warrants to Seller that:

- i. Buyer has the corporate power and authority to enter into this Agreement;
- ii. Buyer is the owner of or licensee of all rights in the Customer Data as necessary and appropriate to grant the rights hereunder;
- iii. Buyer shall not use the Service in any manner that is deceptive, unlawful, or otherwise in violation of any law;
- iv. Buyer will not violate any agreements with any third party as a result of performing its obligations under this Agreement; and
- v. There are neither pending nor threatened, nor to the best of Buyer’s knowledge, contemplated, any suits, proceedings, actions, or claims which would materially affect or limit the rights granted to Seller under this Agreement.

15. LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST SAVINGS, OR ANY INCIDENTAL, SPECIAL, OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, EVEN IF EITHER PARTY IS INFORMED OF THEIR POSSIBILITY (SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY). NOTWITHSTANDING THE ABOVE, BUYER SHALL BE AND REMAIN LIAIBLE FOR ANY AND ALL

AMOUNTS DUE AND OWING UNDER THIS AGREEMENT FOR EQUIPMENT PURCHASED AND SERVICES PROVIDED OR RENDERED. IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY CONTAINED HEREIN, SELLER'S MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID TO SELLER BY BUYER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

16. DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICE, AND SELLER DISCLAIMS ALL EXPRESS WARRANTIES AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT UNDER THE UCC. SELLER DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE WILL MEET BUYER'S SPECIFIC REQUIREMENTS.

17. CHANGES. In the event that the price of the Products to be purchased under this Agreement (as set forth in a proposal to Buyer or as set forth in the Purchase Order) was based upon receipt of discounts received due to the volume of units of Product (herein "**Units**") to be acquired by Buyer under this Agreement and, if the number of Units actually acquired by Buyer during the time period contemplated by the Purchase Order is less than the number of Units used to attain the such discounts, then, in such event, Buyer shall pay to Seller the amount of the discount received by Buyer for the Products actually delivered by Seller and all pricing for future Products or Units shall be based upon non-discounted pricing.

18. CELLULAR SERVICES. In the event that the Purchase Order provides for cellular services, the terms and conditions set forth in the Cellular Addendum attached hereto as **Exhibit A**, shall apply to and be a part of this Agreement.

19. TERM AND TERMINATION. This Agreement shall be effective upon the Purchase Order acceptance and shall continue until the later to occur of (i) the time period set forth in the Purchase Order or (ii) completion of the requirements of the Purchase Order.

With respect to the provision by Seller of licensed software or ongoing services which are set forth in the Purchase Order, Seller will give Buyer notice (the "**Notice**") no less than thirty (30) days prior to the expiration of the term of Buyer's use stating the renewal period (herein the "**Renewal Term**") and the price of the software license and/or services during such Renewal Term. Unless Buyer gives notice to Seller, within thirty (30) days following the Notice, that Buyer desires to terminate Buyer's license and/or future services, such license or services shall continue as set forth in the Notice. During each Renewal Term, Buyer shall pay the fees required herein as such may be increased and disclosed in the Renewal Notice.

This Agreement may be terminated as follows:

a. For Breach. Either party will have the right to terminate this Agreement for breach of any material term or condition of this Agreement and failure to cure such breach within thirty (30) days after written notice.

- b. For Insolvency. Either party may terminate this agreement upon written notice if: (a) the other party becomes insolvent, or voluntary or involuntary proceedings are instituted by or against such other party under any federal, state, or foreign bankruptcy or insolvency laws, and, in the case of involuntary proceedings commenced against such party, such proceedings are not terminated within sixty (60) days; (b) if the other party makes an assignment for the benefit of creditors; if the other party ceases to operate as a going concern; or (c) if a receiver is appointed for such other party.
- c. For Convenience. Either party may terminate this Agreement for convenience upon Thirty (30) days written notice to the other party. In the event of a termination for convenience by either party, Buyer shall pay any amount due to the date of termination and Buyers shall receive a refund a prepaid software license fees. All other amounts paid to Seller shall be retained by Seller.

In addition to any other obligations of the parties set forth herein, upon expiration or termination of this Agreement each party shall promptly return or destroy the Confidential Information (as defined herein below) of the other party.

20. **CONFIDENTIAL INFORMATION.**

a. **DEFINITION.** As used in this Agreement, the term “**Confidential Information**” shall mean any and all information prepared or delivered to the receiving party by the disclosing party or its representatives (including information or data received by the disclosing party from a third party and as to which the disclosing party has confidentiality obligations), that (a) is marked or designated by the disclosing party as “confidential” or “proprietary;” (b) is disclosed orally or visually provided that such information is identified at the time of such disclosure as proprietary or confidential, and that within thirty (30) days thereafter a written summary of such oral and visual disclosure bearing the aforesaid type of label or legend, is provided to the receiving party; or (c) is known to the receiving party, or should be known to a reasonable person given the facts and circumstances of the disclosure, as being treated as confidential or proprietary by the disclosing party. Seller’s Confidential Information includes the amount of the consideration paid by Buyer to Seller pursuant to this Agreement. For the avoidance of doubt all Customer Data shall, at all times, constitute the Confidential Information of Buyer, except for such Customer Data that Buyer chooses to make generally available to Third Party Users via the Service (“**Shared Data**”). For the avoidance of doubt, the Parties acknowledge and agree that Seller shall have no liability with respect to such Third Party Users’ access to or use of Shared Data and Buyer shall be solely responsible for the actions of all Third Party Users with respect to their use of the Service or any Shared Data.

b. **OBLIGATIONS.** Each Party acknowledges that it may have access to Confidential Information of the other Party. Each Party agrees to keep the Confidential Information of the other Party confidential and to take all reasonable precautions, at least to the same degree of care and precautions the recipient would take to protect the confidential nature of its own information, not to disclose, copy, distribute or otherwise disseminate the Confidential Information to any third parties. The receiving party may disclose the Confidential Information only to those employees, agents and subcontractors who have a

legitimate business reason to have such access for purposes of performing its obligations under this Agreement, and are subject to the requirement to abide by a non-disclosure agreement substantially similar to this Agreement's non-disclosure obligations.

c. EXCLUSIONS. Except for Customer Data, the obligations of this Section shall not apply to information (a) which is published or available to the public other than by breach of this Agreement; (b) otherwise rightfully received by the non-disclosing party from a third party without obligations of confidentiality; (c) independently developed by the non-disclosing party's employees having no access to the disclosed information; (d) known to the non-disclosing party before receiving the Confidential Information from the disclosing party under this or any prior agreement of the parties; (e) disclosed by the disclosing party to a third party without restrictions; (f) is disclosed under operation of law; or (g) is disclosed by recipient with discloser's prior written approval.

d. INJUNCTIVE RELIEF. Each Party acknowledges and agrees that the other Party would be irreparably harmed if any Confidential Information of the disclosing party were to be disclosed to third parties, or if any use were to be made of such Confidential Information other than that permitted under this Agreement, and further agrees that the disclosing party shall have the right to seek injunctive relief upon any violation or threatened violation of the terms of this Section, in addition to all other rights and remedies available at law or in equity, without having to post a bond or other security.

e. RETURN OF CONFIDENTIAL INFORMATION. Except as otherwise set forth or contemplated in Section 3.3 above, upon the termination, cancellation or expiration of this Agreement for any reason and upon the request of Customer, all Confidential Information, together with any copies that may be authorized herein, shall be returned to Customer or, if requested by Customer, certified destroyed by Syntech.

21. FORCE MAJEURE. Except for the payment of money, neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, performance issues, lack of materials or services, quarantine or isolation mandates or other issues resulting directly or indirectly from the COVID-19 (aka "coronavirus") pandemic or any future pandemic, acts of God or public enemy, war, terrorism, riot, embargoes, acts of civil or military authorities (including, but not limited to delays in permitting or other required approvals), fire, floods, earthquakes, strikes, or inability to obtain any material or services government requirement, acts or omissions of carriers, or other causes beyond the reasonable control of such party (each such event is a "**Force Majeure Event**") provided that such Party gives prompt written notice thereof to the other Party. The time for performance will be extended for a period equal to the duration of the Force Majeure Event. Notwithstanding the above, if Seller cannot perform its obligations under this Agreement due to a Force Majeure event, then Buyer will not be liable for fees or payment of money which relate to the obligations not yet performed as a result of the Force Majeure Event.

22. COMPLIANCE. Each party will comply with all applicable laws, regulations, and ordinances, and Buyer will comply with the export and import laws and regulations in effect as of the date of shipment of the Products of any country involved in the transactions contemplated by the Agreement.

23. **GOVERNING LAW; VENUE; DISPUTE RESOLUTION.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida. Any legal suit, action or proceeding arising out of or relating to this Agreement will be instituted in the federal or State courts located in the City of Tallahassee, Florida. Each party irrevocably submits to the exclusive jurisdiction of the courts in any the suit, action or proceeding.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Tallahassee, Florida.

Notwithstanding the above, nothing in this Agreement shall be deemed as preventing a party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute as necessary to protect that party's name, proprietary information, trade secrets, know-how, or any other intellectual property or proprietary rights.

24. **TAXES.** The compensation, fees and costs (the "**Compensation**") set forth in the Purchase Order does not include taxes; if Seller is required to pay or remit sales, use, or other taxes based on the Compensation or based upon the Products provided pursuant to this Agreement then such taxes shall be billed to and paid by Buyer; provided however, that this Section shall not apply to taxes based on Seller's income or revenues.

25. **FAILURE OF PAYMENT.** If Buyer fails to make payment in full or in part when due or refuses to pay any applicable price increases or surcharges, Seller shall have the right to: (i) immediately suspend performance and cancel the unfinished portion of any outstanding orders, (ii) declare all unpaid amounts for the Products delivered (or services performed) immediately due and payable, and (iii) withhold further deliveries. Seller shall have the right to enforce payment of the full purchase price, including any price increase or surcharge, for Products (or services) already delivered or in process. Buyer shall reimburse Seller for all costs of collection, including reasonable attorney's fees, incurred as a result of Buyer's failure to make payments when due.

26. **ASSIGNMENT.** Neither party may assign its rights under this Agreement without the prior written consent of the other party. Any assignment permitted hereunder will be subject to the written consent of the assignee to all of the terms and provisions of this Agreement. Any attempted assignment in derogation of this section will be null and void. Notwithstanding the foregoing, Seller may, without consent, assign its rights under this Agreement to any person or entity in connection with a merger, acquisition, divestiture, or sale of all or substantially all of its assets.

27. **NO THIRD PARTY RIGHTS.** This Agreement is for the sole and exclusive benefit of the Parties hereto and their permitted successors and assigns. Nothing expressed or referred to in this Agreement will be construed to give any other person any legal or equitable right, remedy or claim under or with respect this Agreement.

28. **INDEPENDENT PARTIES.** Seller and Buyer are independent parties and nothing in this Agreement shall make either party an agent, partner, joint venturer, or legal representative of the other.

29. **HEADINGS.** The section headings contained in these Terms and Conditions are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

30. **SEVERABILITY.** If any provision or part of a provision of this Agreement is declared invalid, illegal, or unenforceable under applicable law, the affected provision will be considered omitted or modified to conform to applicable law. The validity, legality, and enforceability of all other remaining provisions or parts of provisions will remain in full force and effect.

EXHIBIT A
CELLUAR ADDENDUM

TERMS AND CONDITIONS RELATING TO CELLULAR PLANS AND USAGE

A. If Buyer has been provided a Cellular Plan, this Addendum shall be applicable and Buyer shall pay the fees and costs associated with Cellular Plan.

B. **Terms and Conditions of Cellular Plan and Usage.**

1. **Service Plans.** If Buyer has procured a cellular plan (herein a “**Service Plan**”) from Seller pursuant to Part I of this Agreement, the following shall apply:

2. **Definitions**

“**Machine-to-Machine**” shall mean the transmission of data using cellular communication between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

“**Wireless Equipment**” shall mean any cellular communications device manufactured by Seller or a third party, and sold to the Buyer by Seller or one of its agents to be used exclusively for Machine-to-Machine data transmission.

“**Machine-to-Machine Line**” shall mean the wireless service for machine-to-machine transmission for a single piece of wireless equipment.

“**Wireless Service Provider**” shall mean any provider of wireless services (including any Underlying Carrier) that Seller partners with to provide cellular data service to the Buyer for the purpose of Machine-to-Machine data transmission.

3. **Wireless Equipment.**

Buyer has or will purchase the Wireless Equipment from Seller and the Service Plan shall be used exclusively for Machine-to-Machine transmission of data from and to such Wireless Equipment as purchased from Seller.

4. **Buyer Obligation**

Buyer shall ensure, and does hereby represent, and warrant to Seller that all of Buyer's employees or agents who have access to the Wireless Equipment for use of the Service Plan, are aware of this Agreement and its terms and conditions, and that each such employee or agent of Buyer shall strictly comply with Buyer's obligations under this Agreement and its terms and conditions. If Buyer becomes aware of any violation of its obligations under this Agreement or the terms and conditions hereof, Buyer shall

immediately notify Seller and shall immediately suspend access to the Service Plan by any employee or agent of Buyer who has violated or who Buyer believes may violate any provisions of this Agreement or its terms and conditions.

5. **Service Level and Dependencies**

Buyer acknowledges and agrees that Buyer's use of and access to the Service Plan is dependent upon the Wireless Service Provider continuing to provide and support its network, and Buyer does hereby waive any and all claims against Seller or the Wireless Service Provider resulting from discontinuation or failure by the Wireless Service Provider to support its network. Buyer acknowledges that the Service Plan may be interrupted in the event of an interruption of the Wireless Service Provider network, and Buyer waives any and all claims against Seller and the Wireless Service Provider resulting from the same. Buyer further acknowledges that the Service Plan is available only within the applicable plan coverage areas, within operating range of wireless systems, and with equipment authorized by the Wireless Service Provider to operate on its network. In no way reducing the effectiveness of the waiver set forth above, any failure of Seller or its Wireless Service Provider to perform hereunder shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond Seller or its Wireless Service Provider's reasonable control. Notwithstanding the above, Seller will undertake reasonable efforts to ensure that migration of Wireless Service Providers to 4G and 5G networks (and away from 3G networks) will be supported by the Equipment and Software Applications.

6. **Relationships**

BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT BUYER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN THE WIRELESS SERVICE PROVIDER (INCLUDING ANY UNDERLYING

CARRIER) AND SELLER. IN ADDITION, BUYER ACKNOWLEDGES AND AGREES THAT THE WIRELESS SERVICE PROVIDER (INCLUDING ANY UNDERLYING CARRIER) AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO BUYER AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

7. **Waivers.** Buyer acknowledges and agrees that Buyer is responsible for all maintenance and security with respect to the Wireless Equipment and Buyer's own network, server and other systems. Buyer does hereby waive any and all claims against Seller or any Wireless Service Provider (including any Underlying Carrier) for and with respect to any unauthorized use of Buyers network, service, other systems or data under the Service Plan.

8. **Authorized Usage**

Buyer agrees to use the Service Plan solely in connection with the operation of Wireless Equipment sold by Seller, or its authorized agent, to Buyer and applied to Machine-to-Machine communication systems with such devices installed within the Wireless Service Provider coverage area. Buyer may not use the Service Plan for any other use not specifically authorized herein. Unless specifically authorized

by Seller in writing or by a separate contract, Buyer may not sell, rent, lease, distribute, broadcast, sublicense, or otherwise assign this Agreement or any rights to the Service Plan to any third party(ies).

9. Equipment Modification

Buyer acknowledges that Seller provides certified Wireless Equipment to operate in accordance with the Wireless Service Provider's requirements for use on its network. Buyer agrees that it will in no way alter the Wireless Equipment, and that doing so may result in termination of the Service Plan by Seller.

10. No Illegal Use and Reservation of Rights

Buyer may not use the Service Plan for any illegal, unauthorized or fraudulent purpose. Buyer acknowledges that the sale of the Service Plan to the Buyer does not transfer to the Buyer title to or ownership of any intellectual property rights of Seller or its suppliers.

11. Export Regulations

Buyer acknowledges that the export, import, and use of certain hardware, software, and technological data provided under this Agreement is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act. Buyer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce and other United States agencies and authorities, and not to transfer, or encourage, assist or authorize the transfer of the Service or Wireless Equipment to a prohibited country or otherwise in violation of any such restrictions or regulations.

12. Termination

Seller may, at Seller's option, terminate or suspend any and all of Buyer's rights under this Agreement and discontinue the Service Plan, upon thirty (30) days written notice to Buyer if (i) Buyer fails to comply with any term of this Agreement, or fails to make payment of any amounts due hereunder (including, without limitation, data overage charges), (ii) Buyer uses in excess of Buyer's allotted and allowable data allowance during a periodic billing term (as such allowance is provided in Part I of this Agreement), (iii) if Seller's relationship with the Wireless Service Provider expires, terminates, or modifies its terms with Seller in such a way that Seller must change the way it provides the Service Plan under this Agreement, as determined by Seller in Seller's sole discretion, (iv) Buyer files for or is involved in any bankruptcy proceedings, whether voluntary or involuntary, or (v) Buyer fails to comply with the law or requests of governmental entities. In case of termination, Seller may terminate providing the Service Plan to Buyer, Buyer must cease all use of the Service Plan, and Buyer shall ensure that the Wireless Equipment does not register or attempt to register on the Wireless Service Provider's network. Should Buyer fail to ensure that the Wireless Equipment does not register on the Wireless Service Provider's network, then, in such event, Buyer shall be responsible for any and all costs and fees required to be paid by the Wireless Service Provider. Seller's failure to insist upon or enforce strict compliance with this Agreement does not constitute a waiver of any of its rights hereunder or at law or in equity.

Either Buyer or Seller may terminate the Service Plan for convenience at any time upon ninety (90) days prior written notice to the other party. Upon termination by either Party, for convenience, Seller

shall refund to Buyer a prorated amount of any prepaid Software Fees prepaid by Buyer. Seller shall be entitled to retain (or Buyer shall pay) any and all other payments made or which are due pursuant to this Agreement.

13. Fees

Buyer acknowledges that Seller charges fees and costs for the use of the Service Plan. Seller reserves the right to discontinue providing the Service Plan at any time or to otherwise change the terms and conditions applicable to the Service Plan at any time, but only if Seller experiences an increase in fees charged to Seller by the applicable Service Provider and only to that amount incurred, including, but not limited to, with respect to (a) limiting the amount of data that may be utilized and/or transferred under the Service Plan, and (b) changing the amount and terms applicable for cellular data service charges. Buyer also acknowledges that the Service Plan has enforced limits on the amount of data utilized or transferred monthly, which, if exceeded, will result in additional fees to be paid by the Buyer, but only to the extent of the amount that Seller incurs additional expenses and fees by the applicable Service Provider. The initial fees and costs (herein referred to as the **Fees**) to be paid by Buyer under this Agreement are set forth in Part I of this Agreement. The Fees may be modified or increased by Seller at any time upon ninety (90) days prior written notice given to Buyer.

14. Taxes

Buyer will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on it upon or with respect to the transactions and payments under this Agreement.

15. Disputed Charges

In the event of disputed charges, Buyer must, as soon as practicable following identification of such dispute, but not to exceed 60 days from the due date of the bill, provide written notice to Seller, which shall include the date of the bill, disputed amounts, the reason for the dispute, and any supporting documentation. Both parties will use their good faith efforts to reconcile any disputed charges within 60 days of the date of notification.

16. Disclaimer of Warranties

THIS SECTION ONLY APPLIES TO THE CELLULAR SERVICE PROVIDED TO BUYER. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICE PLAN IS AT BUYER'S SOLE RISK. SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY DISCLAIMS, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, ANY AND ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE PLAN, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE EXPRESSLY PROVIDED HEREIN. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SELLER OR AN AUTHORIZED REPRESENTATIVE OF SELLER SHALL CREATE A WARRANTY. BUYER ACKNOWLEDGES AND AGREES THAT THE SERVICE PLAN IS PROVIDED TO BUYER ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." THE ACCURACY, TIMELINESS, COMPLETENESS, SUITABILITY, OR AVAILABILITY OF ALL OR ANY ASPECT OF THE SERVICE PLAN IS NOT GUARANTEED, AND IS SUBJECT TO OUTAGES, TERMINATION, AVAILABILITY, RESTRICTIONS, AND/OR INTERFERENCE. NEITHER SELLER NOR THE

WIRELESS SERVICE PROVIDER SHALL BE LIABLE FOR ANY UNAUTHORIZED USE OF THE SERVICE PLAN NOR ANY CONSEQUENCE THEREOF.

17. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF INCOME, LOSS OF BUSINESS, DIMINUTION OF GOODWILL, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE OTHER PARTY'S ENGAGEMENT TO PERFORM, USE OR INABILITY TO USE THE SERVICE PLAN, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY. BOTH PARTIES ACKNOWLEDGE THAT THE OTHER HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH HEREIN AND THAT THE SAME IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. IN ANY CASE, SELLER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO, AND SHALL NOT EXCEED, THE PRORATED ANNUAL AMOUNT PAID FOR THE SERVICE PLAN FOR THE PERIOD DURING WHICH SUCH DAMAGE OCCURRED.



FMLIVE® END-USER LICENSE AGREEMENT

Copyright © 2023 by SYNTECH SYSTEMS, INC.
All rights reserved.

The FMLIVE® CLOUD HOSTED SOFTWARE, henceforth referred to as "the SOFTWARE", has been provided to you under a license agreement containing restrictions on its use. Use of the SOFTWARE or any associated services, except as directed by SYNTECH SYSTEMS, INC., is a direct violation of this agreement. The SOFTWARE may be used on numerous PCs. Except as stated in the license agreement, the SOFTWARE may not be copied or distributed in any form or medium, or disclosed to third parties. You are legally accountable for any violation of the License Agreement or of copyright law.

This End-User License Agreement is a legal agreement between you (either an individual or a single entity), henceforth referred to as "the LICENSEE", and SYNTECH SYSTEMS, INC. By using the SOFTWARE, you are agreeing to become bound by the terms of this agreement.

You may permanently transfer all of your rights under this agreement only as a part of a sale of the FMLIVE® SYSTEMS HARDWARE, henceforth referred to as "the HARDWARE", provided you retain no copies of the SOFTWARE. You may not install the medium on another computer. You may not loan, rent, lease, or otherwise transfer the medium to another user, except as provided as part of a permanent transfer or sale of the SOFTWARE and the HARDWARE.

The SOFTWARE, HARDWARE, and documentation sold to the U.S. Government are provided with restricted rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-19 or subparagraphs (c) (1) and (2) of the COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS.

In consideration of payment for the SOFTWARE, SYNTECH SYSTEMS, INC. grants to the LICENSEE a nonexclusive right, without right to sublicense, to use the SOFTWARE. SYNTECH SYSTEMS, INC. reserves all rights not expressly granted and retains title and ownership of the SOFTWARE, including all subsequent copies in any media. This SOFTWARE and the accompanying written materials are copyrighted. All copying of the SOFTWARE or of the written materials is expressly forbidden.

As the only written warranty under this agreement, and in the absence of accident, abuse or misapplication, SYNTECH SYSTEMS, INC. warrants, to the LICENSEE, End-user only, that the SOFTWARE is compatible with the HARDWARE.

SYNTECH SYSTEMS, INC. reserves the right to make changes to the SOFTWARE and to furnish updates to said SOFTWARE compatible with the HARDWARE at its sole discretion. THIS WARRANTY GIVES YOU LIMITED, SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

There are no implied warranties, including warranties of merchantability and fitness for particular purposes, offered with the SOFTWARE. There are no warranties except those contained on the face hereof.

In no event, shall SYNTECH SYSTEMS, INC. be liable for incidental or consequential damages arising from the use of the SOFTWARE.



FUELMASTER® Fuel Management System
Extended Maintenance Agreement

The FUELMASTER® Fuel Management Systems Extended Maintenance Agreement is made and entered into on this day of **09/08/2025** Tallahassee, Florida, by and between SYN-TECH SYSTEMS, INCORPORATED, (STS), a Florida Corporation having a principal place of business at 100 Four Points Way, Tallahassee, Florida 32305 and:

City of Pembroke Pines, a municipal corporation of the State of Florida with a business address of 601 City Center Way, 4th Floor, Pembroke Pines, Florida 33025.

This initial term of this agreement shall commence as of **01/01/2026** and shall continue for a term expiring **12/31/2026** at which time the services will be automatically renewed unless otherwise directed by the customer. Customer will have the option to accept or terminate the services when invoiced.

The FUELMASTER® Maintenance Agreement provides a means of extending the normal one-year warranty that all FUELMASTER® customers receive. It covers parts and telephone support labor for all FUELMASTER® components, both software and hardware, and provides free updates software/firmware, upon request. The customer will be sent replacement parts and a pre-paid label to return the defective parts. The customer must return the defective parts within seven business days. Support hours are 8:00 AM – 5:00 PM local time, Monday through Friday, excluding New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Maintenance Level	Serial Number - Location	Cost
Standard	S/N 4290 – Police/Fire HQ	\$1,211.25
Standard	S/N 4289 – Utilities Operations Compound	\$1,211.25
Standard	S/N 5279 – Bus Depot - Diesel	\$1,211.25
Standard	S/N 6252 – Foreman Health South - Unleaded	\$1,211.25
Standard	S/N 6233 – Fire Station 89	\$1,211.25
Standard	S/N 6234 – Fire Station 101	\$1,211.25
Standard	S/N 6235 – Fire Training Facility	\$1,211.25
Standard	S/N 6251 – Holly Lake West - Diesel	\$1,211.25
Standard	S/N 6246 – Foreman Health North - Diesel	\$1,211.25
Standard	S/N 6262 – Waste Water North - Unleaded	\$1,211.25
Standard	S/N 6263 – Waste Water South - Diesel	\$1,211.25
Standard	S/N 7391 – Fire Station 33	\$1,211.25
Standard	S/N 7393 – Fire Station 99	\$1,211.25
Standard	S/N 7394 – Police Dept West - Unleaded	\$1,211.25
Standard	S/N 7392 – Fire Station 79	\$1,211.25
TOTAL		\$18,168.75
*cost represents a 5% volume discount		

Syn-Tech Systems, Inc. will provide at no additional charge Certificates of Insurance naming your company as a Certificate Holder.

Syn-tech Systems, Inc. recognizes the confidentiality of each customer's software and database information, and will not disclose this information to any third party. Payment Industries Standards certify Syn-tech Systems, Inc. to PA-DSS requirements and all data must be securely maintained. Organizations under maintenance contract are provided a toll free number and have access to FUELMASTER® technicians to assist in FUELMASTER® operations and diagnostics.

Software updates will be provided free of charge upon request. The exception to this is for those system operators with customized software. Each customized program will have to be quoted on an individual basis. Customers with Extended Maintenance will only pay for the customization. The customer can make the decision as to whether he prefers to maintain his current system or update to the new software/firmware. Changes in hardware are not covered by this agreement.

Under terms of this agreement, FUELMASTER® technicians will telephonically diagnose problems with the assistance of the customer to determine warrantable conditions, and possible problem solutions. Syn-Tech will replace all defective parts and provide telephonic assistance to the customer in installation of replacement parts to allow the unit to be repaired as expeditiously as possible. Please note that FUELMASTER® was designed in a modular manner to provide easy and rapid exchange of parts, even by non-technical personnel. Other fuel management systems are not designed this way and consequently do not offer warranties comparable to FUELMASTER®. This agreement does not cover site visits by FUELMASTER® technicians for repair.

Please note that damage resulting from acts of God, user abuse, accidents, faulty installation or operation is not covered under the warranty. This warranty specifically excludes any indirect, special, or consequential damages to include, but not limited to, loss of product, profit, or litigation fees. Additionally, associated equipment including valves, pulsers, printers, personal computers, pumps, oilers, dispensers, and other items not manufactured by Syn-Tech, are warranted only to the extent covered by the original manufacturer. Additionally, warranty is limited to approve locations (generally the United States of America) and is not transferable except by written permission of Syn-Tech Systems, Inc.



City of Pembroke Pines

Addendum to Syn-Tech Systems, Inc. Terms and Conditions

This ADDENDUM ("Addendum") dated _____, is entered into by and between the **City of Pembroke Pines**, a Florida municipal corporation located at 601 City Center Way, Pembroke Pines, FL 33025 ("CITY"), and **Syn-Tech Systems, Inc.**, a Florida, For Profit Corporation with a principal address of 100 Four Points Way, Tallahassee, FL 32305-4091 ("VENDOR"). The CITY and VENDOR shall be collectively referred to herein as the "Parties" and individually as a "Party". The Quote for the effective subscription period from 01/01/2026 to 12/31/2026, the Syn-Tech Systems, Inc. Terms and Conditions, the FUELMaster® Fuel Management System Extended Maintenance Agreement, the FMLIVE® End-User License Agreement and this Addendum shall be collectively referred to herein as the "Agreement".

1. **Payment Terms.** The annual fee for the FUELMaster® Extended Maintenance shall be FIFTEEN THOUSAND, FOUR HUNDRED SEVENTY-SIX DOLLARS AND FORTY CENTS (\$15,476.40) and the annual software fee for the FMLive® Cloud End User License shall be EIGHTEEN THOUSAND, ONE HUNDRED SIXTY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$18,168.75) for a total annual payment of **THIRTY-THREE THOUSAND, SIX HUNDRED FORTY-FIVE DOLLARS AND FIFTEEN CENTS (\$33,645.15)**. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The CITY shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to CITY do not include applicable state and local sales, use and related taxes. The CITY is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request CITY will provide VENDOR with proof of tax-exempt status.
2. **Term** The term of this Agreement shall expire on **December 31, 2026**. The services may be renewed by the Parties by entering into a new agreement or amendment hereto. CITY will have the option to accept or terminate the services when invoiced. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties.
3. **Termination.** This Agreement may be terminated by CITY for convenience, upon providing thirty (30) calendar days' written notice of such termination to VENDOR. This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.
4. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.
5. **Non-Discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither VENDOR nor any subcontractors shall discriminate against any



City of Pembroke Pines

employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. VENDOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. VENDOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. VENDOR further agrees that VENDOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

6. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that VENDOR is an independent contractor under the Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. VENDOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out VENDOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under the Agreement shall be those of VENDOR, which policies of VENDOR shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of VENDOR's funds provided for herein. VENDOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between VENDOR and the CITY and the CITY will not be liable for any obligation incurred by VENDOR, including but not limited to unpaid minimum wages and/or overtime premiums.
7. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. VENDOR shall comply with Florida's Public Records Law. Specifically, VENDOR shall:
 - 7.1 Keep and maintain public records required by the CITY to perform the service;
 - 7.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;



City of Pembroke Pines

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- 7.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession after VENDOR transfers the records in its possession to the CITY; and
- 7.4 Upon completion of the Agreement, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession. All records stored electronically by VENDOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 7.5 The failure of VENDOR to comply with the provisions set forth in this Article shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
drogers@ppines.com**

8. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, VENDOR and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040



City of Pembroke Pines

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500

VENDOR: Taylor Feinor, Extended Maintenance Specialist
Syn-Tech Systems, Inc.
100 Four Points Way
Tallahassee, FL 32305-4091
Telephone No.: (800) 888-9136, Ext. 1311
Facsimile No.: (850) 877-9327

9. **Confidentiality.** The confidentiality obligations set forth in the Agreement shall be binding to the extent permitted by applicable laws, including Ch. 119, Florida Statutes.
10. **Compliance with Laws.** VENDOR hereby warrants and agrees, that at all times material to this Addendum, VENDOR shall perform its obligations in compliance with all applicable federal, state, local laws, rules, and regulations. Non-compliance may constitute a material breach of this Addendum.
11. **Scrutinized Companies.** VENDOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
 - 11.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - 11.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 11.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Florida Statutes; or
 - 11.2.2 Is engaged in business operations in Syria.
12. **Employment Eligibility.** VENDOR certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.



City of Pembroke Pines

12.1 Definitions for this Section.

12.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

12.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

12.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

12.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

12.2 Registration Requirement; Termination. Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

12.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

12.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

12.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any



City of Pembroke Pines

challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

13. **Assignment; Amendments.** The Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by VENDOR without the prior written consent of the CITY. For purposes of the Agreement, any change of ownership of VENDOR shall constitute an assignment which requires the CITY approval. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties.
14. **Access to Records.** Upon request and reasonable notice, CITY shall have access and the right to examine any books, documents, accounting records, data, logs, reports, and other records directly pertinent to VENDOR's performance pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to CITY upon termination of Agreement.
15. **Attorneys' Fees.** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court cost unless otherwise provided for in this Addendum.
16. **Sovereign Immunity.** Nothing contained in the Agreement is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
17. **Indemnification.** VENDOR shall indemnify and hold harmless the CITY, its elected and appointed officers, agents, and employees from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgements, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from VENDOR's acts, errors, or omissions or consequence of the goods and/or services furnished pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by VENDOR. The terms and conditions of this section shall survive indefinitely regardless of acceptance or termination of this Agreement.
18. **Insurance.** The VENDOR expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by the VENDOR shall in no way limit



City of Pembroke Pines

the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

- 18.1 The VENDOR shall not commence work under the Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the VENDOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 18.2 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of the Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- 18.3 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the VENDOR or their Insurance Broker must agree to provide notice.
- 18.4 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of the Agreement, the VENDOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The VENDOR shall neither commence nor continue to provide any services pursuant to the Agreement unless all required insurance remains in full force and effect. The VENDOR shall be liable to the CITY for any lapses in service resulting from a gap in insurance coverage.
- 18.5 **REQUIRED INSURANCE.** The VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to the Agreement:

Yes No

✓ ☐ 18.5.1 **Comprehensive General Liability Insurance** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

Each Occurrence Limit - \$1,000,000

Fire Damage Limit (Damage to rented premises) - \$100,000



City of Pembroke Pines

Personal & Advertising Injury Limit - \$1,000,000

General Aggregate Limit - \$2,000,000

Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☒ ☐ **18.5.2 Workers' Compensation and Employers' Liability Insurance** covering all employees, and/or volunteers of the VENDOR engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the VENDOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the VENDOR. Coverage for the VENDOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If the VENDOR claims to be exempt from this requirement, the VENDOR shall provide the CITY proof of such exemption for the CITY to exempt the VENDOR.

Yes No

☒ ☐ **18.5.3 Comprehensive Auto Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

Yes No

☒ ☐ **18.5.4 Cyber Liability** including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or



City of Pembroke Pines

tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

18.6 REQUIRED ENDORSEMENTS.

18.6.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

18.6.2 Waiver of all Rights of Subrogation against the CITY.

18.6.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

18.6.4 VENDOR's policies shall be Primary & Non-Contributory.

18.6.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

18.6.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

18.7 Any and all insurance required of the VENDOR pursuant to the Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the VENDOR and provided proof of such coverage is provided to the CITY. The VENDOR and any subcontractors shall maintain such policies during the term of the Agreement.

18.8 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under the Agreement.

18.9 The insurance requirements specified in the Agreement are minimum requirements and in no way reduce any liability the VENDOR has assumed in the indemnification/hold harmless section(s) of the Agreement.



City of Pembroke Pines

19. **Use of Marks or Likeness.** Notwithstanding the requirements set forth in the Syn-Tech Systems, Inc. Terms and Conditions, VENDOR may not use CITY's official seal for marketing or publicity purposes as prohibited by §165.043, Florida Statutes. VENDOR acknowledges and agrees to obtain prior written consent from CITY prior to using any of CITY's protected service marks or CITY's likeness for any reason, including marketing purposes; such written request must specifically identify the desired use and the period of use. Any authorization granted by CITY pursuant to this section shall terminate at the expiration or termination of the Agreement. Any unauthorized use of CITY's marks or likeness is strictly prohibited and failure to comply with this section shall be considered a material breach of the Agreement for which CITY may terminate.
20. **Customer Data.** Notwithstanding the requirements set forth in the Syn-Tech Systems, Inc. Terms and Conditions, any Customer Data, reproduced, published, displayed, received, stored or distributed by VENDOR shall first be de-identified where all personally identifiable information, including direct and indirect personal identifiers and other non-public information has been removed, before maintaining or any transfer of such Customer Data is made to any third party.
21. **Protection of CITY Property.** At all times during the performance of this Agreement, VENDOR shall protect CITY's property from all damage whatsoever on account of the work being carried out under this Agreement.
22. **Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the VENDOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.
23. **Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the VENDOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.



City of Pembroke Pines

24. **Anti Human Trafficking.** Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit, the VENDOR represents and warrants that it does not use coercion for labor or services as provided by state law.
25. **Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, VENDOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.
26. **Compliance with Foreign Entity Laws.** VENDOR ("Entity") hereby attests under penalty of perjury the following:
 - 26.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
 - 26.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
 - 26.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
 - 26.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
 - 26.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
 - 26.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
27. **Entire Agreement.** The Parties agree that the Quote for the effective subscription period from 01/01/2026 to 12/31/2026, the Syn-Tech Systems, Inc. Terms and Conditions, the FUELMaster® Fuel Management System Extended Maintenance Agreement, the FMLIVE® End-User License Agreement and this Addendum represent the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations,

*City of Pembroke Pines*

representations, or agreements, either written or oral. The Agreement is intended by the Parties hereto to be final expression of the Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

28. **Conflict.** In the event of any conflict or ambiguity by and between the Quote for the effective subscription period from 01/01/2026 to 12/31/2026, the Syn-Tech Systems, Inc. Terms and Conditions, the FUELMaster® Fuel Management System Extended Maintenance Agreement, the FMLIVE® End-User License Agreement and this Addendum, the Parties agree that the terms and provisions contained in this Addendum shall control to the extent of any such conflict or ambiguity.
29. **Binding Authority.** Each person signing this on behalf of either party individually warrants that he or she has full legal power to execute this Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.
30. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
ANTI-HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:

Jacob G. Horowitz

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Print Name: Jacob G. Horowitz

OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

GABRIEL FERNANDEZ, CITY CLERK

CONTRACTOR:

Syn-Tech Systems, Inc.

Signed by:

Signed By: *Sara D. Fletcher*

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Printed Name: Sara D. Fletcher

Title: Marketing Operations Manager

September 30, 2025



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Anti-Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: September 30, 2025

ENTITY: **Syn-Tech Systems, Inc.**

SIGNED BY: Signed by: Sara D. Fletcher
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NAME: Sara D. Fletcher

TITLE: Marketing Operations Manager



Syntech Systems, Inc.
 Toll Free 800.888.9136 | Phone 850.878.2558
 100 Four Points Way, Tallahassee, FL 32305
MYFUELMASTER.COM

July 23, 2024

**City of Pembroke Pines
 FMLive Cloud Renewal**

Effective 01/01/2025 – 12/31/2025

FMLive Cloud Hosting (16 FMUs)	\$ 10,748.16
Cell Connectivity Package (16 FMUs)	\$ 5,760.00
Standard Maintenance Extension (16 FMUs)	\$ 19,380.00
Total	\$ 35,888.16

FMLive Software Platform

web-based real time software system with built-in encrypted security, instant transaction recording, and advanced reporting capabilities. This includes software updates, feature enhancements, maintenance and security updates upon availability.

Cloud Hosting Services

Hosted infrastructure and all necessary components for providing continuous operation of system and data management. This includes secure storage, bandwidth, secure access, security updates in a 24/7 always on environment.

Cell Connectivity Package

Cell connection service from FuelMaster units to the system enterprise in a 24/7 always on environment.

Standard Maintenance Extension

- Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays.
- Free required repair parts (exclusions are Acts of God, vandalism, and faulty installation or operation by a vendor. This also does not cover site visits by FuelMaster technicians if required).

TERMS AND CONDITIONS

SYN-TECH SYSTEMS, INC.

1. **APPLICABILITY.** These Terms and Conditions of Sale (the “**Terms and Conditions**”) apply to the purchase of products, the license of software and the provisions of ancillary services related thereto (collectively the “**Products**”) by Buyer from Seller, pursuant to a quotation, purchase order or other order acknowledgement and related attachments (herein collectively the “**Purchase Order**”). Buyer accepts these Terms and Conditions by signing and returning Seller’s quotation, by sending a purchase order in response to the quotation, or by Buyer’s instructions to Seller to ship the Products (or any portion thereof). No terms, conditions or warranties other than those identified in the quotation or purchase order (and which do not conflict with these Terms and Conditions) and no agreement or understanding, oral or written, in any way purporting to modify these Term and Conditions whether contained in Buyer's purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller's authorized representative. Buyer is hereby notified of Seller’s express rejection of any terms inconsistent with these Terms and Conditions or to any other terms proposed by Buyer not included herein or the Purchase Order. All references in this document to “**Seller**” shall include Syn-tech Systems, Inc. and / or any parent, subsidiary or affiliate of Syn-tech Systems, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to “**Buyer**” shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a “**Party**” and collectively as “**Parties**”. As used herein, “**Agreement**” means these Terms and Conditions and the applicable Purchase Order (to the extent that the Purchase Order does not conflict with these Terms and Conditions).

2. **CONFLICT OF TERMS.** All sales to Buyer are subject to these Terms and Conditions, which shall prevail over any inconsistent terms of Buyer’s Purchase Order or other documents. No modification or alteration of these Terms and Conditions shall result by Seller’s shipment of goods following receipt of Buyer’s Purchase Order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms and Conditions are binding on the Parties, their successors, and permitted assigns.

3. **PRICE.** Prices in any quotation from Seller are subject to change upon notice sent to Buyer at any time before the Purchase Order has been accepted by Seller. Prices for Products covered by this Agreement may be adjusted by Seller (herein a “**Price Adjustment**”), upon notice to Buyer (herein an “**Adjustment Notice**”) at any time prior to shipment, to reflect any increase in Seller’s cost of raw materials (e.g., steel, aluminum) or any surcharge or other cost increase incurred by Seller after issuance of the applicable Purchase Order. Upon an Adjustment Notice, Buyer shall, within thirty (30) days following the Adjustment Notice, either accept the price adjustment or reject the price adjustment. Upon rejection of the Price Adjustment, either Party to this Agreement may terminate this Agreement; provide however that Buyer will pay to Seller all amounts due through the date of termination. All stated prices are exclusive of any taxes, fees, duties, and levies, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement (collectively, “**Taxes**”). Any Taxes related to the Products purchased pursuant to this Agreement are the responsibility of Buyer (excluding taxes based on Seller’s net

income), unless Buyer presents an exemption certificate acceptable to Seller and the applicable taxing authorities. If possible, Seller will bill Taxes as a separate item on the invoice presented to Buyer. If any exemption certificate presented by Buyer is held to be invalid, then Buyer will pay Seller the amount of the Tax and any penalties and interest related thereto.

4. **INVOICE; PAYMENT.** Seller shall be entitled to invoice Buyer upon the earlier to occur of (i) shipment of the Products or (ii) completion of services relating thereto (as applicable). Without in any way limiting the terms of the immediately preceding sentence, payment of license fees and of services relating to FMLive (and whether such are one-time (non-recurring) fees or annually recurring fees) shall be paid upon the shipment of the Products (FMUs). Unless otherwise set forth in the Purchase Order, Buyer will pay all invoiced amounts within thirty (30) days following the date of Seller's invoice. Unpaid amounts will accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month and the maximum rate permitted by applicable law, from due date until paid, plus Seller's reasonable attorney fees, costs and expenses of collection. Seller reserves all other rights granted to a seller under the Uniform Commercial Code ("**UCC**") for Buyer's failure to pay for the Products or any other breach by Buyer of these Terms and Conditions. In addition to all other remedies available to Seller (which Seller does not waive by the exercise of any rights hereunder), Seller may suspend the delivery of any Products if Buyer fails to pay any amounts when due and the failure continues for five (5) days following Buyer's receipt of notice thereof. Buyer may not withhold payment of any amounts due and payable as a set-off of any claim or dispute with Seller, regardless of whether relating to Seller's breach, bankruptcy, or otherwise.

5. **DELIVERY.** All delivery dates are approximate. Seller will use commercially reasonable efforts to fill orders according to the delivery dates acknowledged by Seller. Delivery may be made in installments. Default or delay by Seller in shipping or delivering the whole or any part or installment of the goods or services under this contract shall not affect any other portion thereof. In no event shall Seller be liable for any claims for labor or for any special, indirect, incidental, or consequential damages including, but not limited to, demurrage charges, cost of shipment, downtime, lost profits (whether direct or indirect), lost sales, or any other damages resulting from delay in delivery.

6. **SHIPMENT AND RISK OF LOSS.** Unless otherwise agreed in writing, Seller may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges. Title to the Products and risk of loss to the Products shall pass to the Buyer at the point of shipment from Seller's facility, whether freight prepaid or freight collect to destination, regardless of which party selects the carrier and arranges the freight charges or particulars of shipment. Risk of loss for damage or delay in transit shall be borne by Buyer. Buyer shall file and pursue any claims directly with the carrier related to loss, damage or delay in transit, and Buyer shall not assert such claims against Seller or deduct from amounts owing to Seller.

7. **WARRANTY; ADDITIONAL MAINTENANCE SERVICES.** Seller provides a manufacturer's warranty covering Seller's products and services for either fifteen (15) months from the date of shipment or for twelve (12) months from the date of installation, whichever period ends first (the "**Covered Period**"). At the conclusion of the Covered Period, the parties may agree to implement a maintenance plan at a grade determined by Buyer.

8. LICENSE GRANTS.

By Seller. Subject to the terms and conditions of this Agreement and the End User License Agreement (herein the “**EULA**”) which must be accepted by Buyer prior to access to the Seller’s Software Applications and prior to use of the Products, and during the term only, Seller will grant to Buyer and Buyer accepts from Seller, a non-exclusive, non-transferable, non- assignable, worldwide right and license to access and use: (a) the Software Application(s), along with all associated database and other applications that are used to support the functionality of such Software Applications; (b) the server(s) on which Seller has installed the Software Applications for Buyer’s use (herein the “**Host Server**”) and (c) the intellectual property, including software and applications that are included as part of the equipment comprising the Products (herein the “**Equipment Software**”) (the equipment, the Equipment Software, the Host Server and the Software Applications, being herein collectively referred to as the “**System**”); (c) any then-current published guides for the Software (“**Documentation**”); and (d) all equipment and connections maintained by Seller or its hosting subcontractor solely to allow Buyer to access the System and the Documentation (collectively with the System and the Documentation, the “**Service**”) in order to enable Buyer to upload, manage, process, and distribute certain information and data related to Buyer’s fuel utilization, inventories and fleet management data.

By Buyer. Subject to the terms and conditions of this Agreement, Buyer hereby grants to Seller, and Seller hereby accepts from Buyer, a non-transferable, royalty- free license, during the term of this Agreement to reproduce, translate, encode, publish, use, modify, display, perform and distribute the Customer Data (defined below) for the purpose of providing the Service to Buyer and fulfilling Seller’s obligations under this Agreement.

9. RESTRICTIONS.

a. Buyer may use and reproduce the Documentation for its own internal use only provided that all titles, trademarks, trade names, copyright, restricted rights, and other proprietary notices of Seller are retained.

b. Buyer shall use the System only for its intended purpose. Buyer shall not directly or indirectly, nor permit any party to, do any of the following: (i) copy, modify, create derivative works of, publish, sublicense, sell, market or distribute the System; (ii) reverse engineer, decompile, disassemble or otherwise attempt to gain access to the source code form of the System; (iii) use the System or associated documentation in violation of export control laws and regulations; (iv) remove any proprietary notices from the System, the Documentation or any other Seller materials furnished or made available hereunder; (v) access the System in order to (x) build a competitive product or service, or (y) copy any features, functions or graphics of the System; (vi) make the System available to anyone other than user authorized by Seller; (vii) sell, resell, rent or lease the System, including,

without limitation, use the System on a service bureau or time sharing basis or otherwise for the benefit of a third party; (viii) use the System to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (ix) use the System to store or transmit malicious code; (x) interfere with or disrupt the integrity or performance of the System or any data contained therein; (xi) attempt to gain unauthorized access to the System or their related data, systems or networks; (xii) publish or disclose to third parties any evaluation of the System without Seller's prior written consent; (xiii) publish or disclose to third parties any data or information on Buyer's results from using the System, without Seller's prior written consent; or (ix) perform vulnerability, load or any other test of the System without Seller's prior written consent.

10. **NO LICENSE.**

(a) If software is provided by Seller under the Agreement, Buyer agrees that the software may only be used in accordance with the terms and conditions of these Terms and Conditions and the EULA which must be agreed to by Buyer in order to access Seller's software products and in order to use the Products. Except as otherwise provided herein and in the EULA, the sale of the Products will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Without limiting the foregoing, Buyer will not, without Seller's prior written consent, use any trademark or trade name of Seller in connection with any the Products, other than with respect to the resale of the Products pre-marked or packaged by or on behalf of Seller.

(b) Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the System or any applicable software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under the Agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights' relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

11. **FM LIVE SERVICES.** Subject to the terms and conditions of this Agreement and the EULA, Buyer does hereby agree to license the software associated with the Products and including FM Live software (herein the "**Software Applications**") and to acquire cloud based hosting as such are described in the Purchase Order and shall pay the fees as set forth in the Purchase Order (herein collectively the "**Software Fees**").

12. **OWNERSHIP.**

a. **OWNERSHIP OF SYSTEM.** As between the parties, Seller shall retain all title, copyright and IP Rights in the System, Documentation, and improvements thereto. Buyer does not acquire any right, express or implied, in the System or Documentation other than those specified in this Agreement or the EULA agreed upon by Buyer. For purposes of this Agreement, "**IP Rights**" means all

forms of intellectual property rights and protections throughout the world, including, but not limited to, any (a) patents (including any patent applications, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof); (b) copyrights; (c) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith; (d) trade secrets; (e) rights in databases and designs (ornamental or otherwise); (f) moral rights, rights of privacy, rights of publicity and similar rights; and (g) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired, whether published or unpublished, arising under statutory law, common law, or by contract, and whether or not perfected, including all applications, disclosures and registrations with respect thereto.

b. **PRODUCT IMPROVEMENT AND RESEARCH.** Notwithstanding anything to the contrary contained in this Agreement, Buyer hereby grants Seller a royalty-free, perpetual, irrevocable right and license to copy, distribute, modify, use, and analyze any Customer Data submitted via the Service for the purpose of improving the System, analyzing usage of the System, developing related products and services or enhancements to the System; provided, however, that all Customer Data shall be treated as Confidential Information as set forth herein.

c. **RETURN OF CUSTOMER DATA.** Upon termination of this Agreement and at the Buyer's request, Seller shall promptly return active Customer Data in Seller's possession to Buyer.

d. **SOFTWARE OR HARDWARE MODIFICATIONS.** Seller shall retain all IP Rights in and to any modifications, enhancements or derivative works to the Software Applications or the Products that contain or use any object code or source code of the Software Application (each a "**Software Modification**"), subject to the license rights granted to Buyer under the EULA. Buyer shall not modify in any way or reverse engineer any Software Application or any software, equipment or other hardware provided by Seller as part of the Products or licensed under the EULA.

f. **USE OF CUSTOMER MARKS.** The parties agree that Seller may use Buyer's logo and/or trade name ("**Customer Marks**") in the user interface of the Software Applications for referential purposes to accurately identify Buyer during the course of the term of this Agreement (the "**Permitted Use**"). Buyer hereby grants to Seller a non-exclusive, non-transferable, revocable, royalty-free license to use Buyer's Marks for the Permitted Use. Seller hereby acknowledges and agrees that all rights, title and interest in and to the Buyer's Customer Marks are and shall remain the exclusive property of Buyer and that any use thereof and goodwill associated therewith shall inure solely to the benefit of Buyer.

g. Subject to the terms and conditions of this Agreement, Buyer does hereby agree to license the Software Applications pursuant to the EULA to be agreed upon by Buyer prior to uploading or downloading of such Software Applications and to acquire cloud based hosting as such is set forth in the Purchase Order.

13. **CUSTOMER DATA; OWNERSHIP OF CUSTOMER DATA; INDEMNIFICATION BY CUSTOMER.** In Seller's implementation of the Products, Seller may have access to Customer Data (as herein after defined) to be used in conjunction with the Products. Seller acknowledges and agrees that, as between the parties (but subject to the Licenses granted herein and in the EULA), Buyer owns all right, title, and interest in and to the Customer Data, including all IP Rights in and to such Customer Data,

irrespective of whether such Customer Data is stored via the Service or in any database created using the Service. As used herein, the term “**Customer Data**” means and refers to all of the data and other information provided by the Buyer to Seller or which is used within the System. Buyer shall indemnify, defend and hold harmless Seller from and against any and all claims, suits, actions, or other proceedings for any personal injury or any other loss or damage (including reasonable attorney’s fees) brought by third parties against Seller to the extent: (a) based on or arising from any claim that the Customer Data, or the use thereof in accordance with this Agreement, infringes or constitutes a wrongful use of any third party’s IP Rights, or any right of publicity or privacy, or is fraudulent, deceptive, libelous or defamatory; or (b) caused by, relating to or arising out of the unlawful activity, deceptive or unfair trade practices, gross negligence or willful misconduct of Buyer in connection with the subject matter of this Agreement.

14. REPRESENTATIONS AND WARRANTIES.

a. SELLER WARRANTIES. Seller represents and warrants to Buyer that:

- i. Seller has the corporate power and authority to enter into this Agreement;
- ii. Seller is the owner of or licensee of all rights necessary and appropriate to grant the rights hereunder;
- iii. Seller will not violate any agreements with any third party as a result of performing its obligations under this Agreement; and
- iv. the Documentation shall be sufficient to allow a user qualified in the subject matter of the application to use the System.

b. BUYER WARRANTIES. Buyer represents and warrants to Seller that:

- i. Buyer has the corporate power and authority to enter into this Agreement;
- ii. Buyer is the owner of or licensee of all rights in the Customer Data as necessary and appropriate to grant the rights hereunder;
- iii. Buyer shall not use the Service in any manner that is deceptive, unlawful, or otherwise in violation of any law;
- iv. Buyer will not violate any agreements with any third party as a result of performing its obligations under this Agreement; and
- v. There are neither pending nor threatened, nor to the best of Buyer’s knowledge, contemplated, any suits, proceedings, actions, or claims which would materially affect or limit the rights granted to Seller under this Agreement.

15. LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST SAVINGS, OR ANY INCIDENTAL, SPECIAL, OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, EVEN IF EITHER PARTY IS INFORMED OF THEIR POSSIBILITY (SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY). NOTWITHSTANDING THE ABOVE, BUYER SHALL BE AND REMAIN LIAIBLE FOR ANY AND ALL

AMOUNTS DUE AND OWING UNDER THIS AGREEMENT FOR EQUIPMENT PURCHASED AND SERVICES PROVIDED OR RENDERED. IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY CONTAINED HEREIN, SELLER'S MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID TO SELLER BY BUYER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

16. DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICE, AND SELLER DISCLAIMS ALL EXPRESS WARRANTIES AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT UNDER THE UCC. SELLER DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE WILL MEET BUYER'S SPECIFIC REQUIREMENTS.

17. CHANGES. In the event that the price of the Products to be purchased under this Agreement (as set forth in a proposal to Buyer or as set forth in the Purchase Order) was based upon receipt of discounts received due to the volume of units of Product (herein "**Units**") to be acquired by Buyer under this Agreement and, if the number of Units actually acquired by Buyer during the time period contemplated by the Purchase Order is less than the number of Units used to attain the such discounts, then, in such event, Buyer shall pay to Seller the amount of the discount received by Buyer for the Products actually delivered by Seller and all pricing for future Products or Units shall be based upon non-discounted pricing.

18. CELLULAR SERVICES. In the event that the Purchase Order provides for cellular services, the terms and conditions set forth in the Cellular Addendum attached hereto as **Exhibit A**, shall apply to and be a part of this Agreement.

19. TERM AND TERMINATION. This Agreement shall be effective upon the Purchase Order acceptance and shall continue until the later to occur of (i) the time period set forth in the Purchase Order or (ii) completion of the requirements of the Purchase Order.

With respect to the provision by Seller of licensed software or ongoing services which are set forth in the Purchase Order, Seller will give Buyer notice (the "**Notice**") no less than thirty (30) days prior to the expiration of the term of Buyer's use stating the renewal period (herein the "**Renewal Term**") and the price of the software license and/or services during such Renewal Term. Unless Buyer gives notice to Seller, within thirty (30) days following the Notice, that Buyer desires to terminate Buyer's license and/or future services, such license or services shall continue as set forth in the Notice. During each Renewal Term, Buyer shall pay the fees required herein as such may be increased and disclosed in the Renewal Notice.

This Agreement may be terminated as follows:

a. For Breach. Either party will have the right to terminate this Agreement for breach of any material term or condition of this Agreement and failure to cure such breach within thirty (30) days after written notice.

- b. For Insolvency. Either party may terminate this agreement upon written notice if: (a) the other party becomes insolvent, or voluntary or involuntary proceedings are instituted by or against such other party under any federal, state, or foreign bankruptcy or insolvency laws, and, in the case of involuntary proceedings commenced against such party, such proceedings are not terminated within sixty (60) days; (b) if the other party makes an assignment for the benefit of creditors; if the other party ceases to operate as a going concern; or (c) if a receiver is appointed for such other party.
- c. For Convenience. Either party may terminate this Agreement for convenience upon Thirty (30) days written notice to the other party. In the event of a termination for convenience by either party, Buyer shall pay any amount due to the date of termination and Buyers shall receive a refund a prepaid software license fees. All other amounts paid to Seller shall be retained by Seller.

In addition to any other obligations of the parties set forth herein, upon expiration or termination of this Agreement each party shall promptly return or destroy the Confidential Information (as defined herein below) of the other party.

20. **CONFIDENTIAL INFORMATION.**

a. **DEFINITION.** As used in this Agreement, the term “**Confidential Information**” shall mean any and all information prepared or delivered to the receiving party by the disclosing party or its representatives (including information or data received by the disclosing party from a third party and as to which the disclosing party has confidentiality obligations), that (a) is marked or designated by the disclosing party as “confidential” or “proprietary;” (b) is disclosed orally or visually provided that such information is identified at the time of such disclosure as proprietary or confidential, and that within thirty (30) days thereafter a written summary of such oral and visual disclosure bearing the aforesaid type of label or legend, is provided to the receiving party; or (c) is known to the receiving party, or should be known to a reasonable person given the facts and circumstances of the disclosure, as being treated as confidential or proprietary by the disclosing party. Seller’s Confidential Information includes the amount of the consideration paid by Buyer to Seller pursuant to this Agreement. For the avoidance of doubt all Customer Data shall, at all times, constitute the Confidential Information of Buyer, except for such Customer Data that Buyer chooses to make generally available to Third Party Users via the Service (“**Shared Data**”). For the avoidance of doubt, the Parties acknowledge and agree that Seller shall have no liability with respect to such Third Party Users’ access to or use of Shared Data and Buyer shall be solely responsible for the actions of all Third Party Users with respect to their use of the Service or any Shared Data.

b. **OBLIGATIONS.** Each Party acknowledges that it may have access to Confidential Information of the other Party. Each Party agrees to keep the Confidential Information of the other Party confidential and to take all reasonable precautions, at least to the same degree of care and precautions the recipient would take to protect the confidential nature of its own information, not to disclose, copy, distribute or otherwise disseminate the Confidential Information to any third parties. The receiving party may disclose the Confidential Information only to those employees, agents and subcontractors who have a

legitimate business reason to have such access for purposes of performing its obligations under this Agreement, and are subject to the requirement to abide by a non-disclosure agreement substantially similar to this Agreement's non-disclosure obligations.

c. EXCLUSIONS. Except for Customer Data, the obligations of this Section shall not apply to information (a) which is published or available to the public other than by breach of this Agreement; (b) otherwise rightfully received by the non-disclosing party from a third party without obligations of confidentiality; (c) independently developed by the non-disclosing party's employees having no access to the disclosed information; (d) known to the non-disclosing party before receiving the Confidential Information from the disclosing party under this or any prior agreement of the parties; (e) disclosed by the disclosing party to a third party without restrictions; (f) is disclosed under operation of law; or (g) is disclosed by recipient with discloser's prior written approval.

d. INJUNCTIVE RELIEF. Each Party acknowledges and agrees that the other Party would be irreparably harmed if any Confidential Information of the disclosing party were to be disclosed to third parties, or if any use were to be made of such Confidential Information other than that permitted under this Agreement, and further agrees that the disclosing party shall have the right to seek injunctive relief upon any violation or threatened violation of the terms of this Section, in addition to all other rights and remedies available at law or in equity, without having to post a bond or other security.

e. RETURN OF CONFIDENTIAL INFORMATION. Except as otherwise set forth or contemplated in Section 3.3 above, upon the termination, cancellation or expiration of this Agreement for any reason and upon the request of Customer, all Confidential Information, together with any copies that may be authorized herein, shall be returned to Customer or, if requested by Customer, certified destroyed by Syntech.

21. FORCE MAJEURE. Except for the payment of money, neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, performance issues, lack of materials or services, quarantine or isolation mandates or other issues resulting directly or indirectly from the COVID-19 (aka "coronavirus") pandemic or any future pandemic, acts of God or public enemy, war, terrorism, riot, embargoes, acts of civil or military authorities (including, but not limited to delays in permitting or other required approvals), fire, floods, earthquakes, strikes, or inability to obtain any material or services government requirement, acts or omissions of carriers, or other causes beyond the reasonable control of such party (each such event is a "**Force Majeure Event**") provided that such Party gives prompt written notice thereof to the other Party. The time for performance will be extended for a period equal to the duration of the Force Majeure Event. Notwithstanding the above, if Seller cannot perform its obligations under this Agreement due to a Force Majeure event, then Buyer will not be liable for fees or payment of money which relate to the obligations not yet performed as a result of the Force Majeure Event.

22. COMPLIANCE. Each party will comply with all applicable laws, regulations, and ordinances, and Buyer will comply with the export and import laws and regulations in effect as of the date of shipment of the Products of any country involved in the transactions contemplated by the Agreement.

23. **GOVERNING LAW; VENUE; DISPUTE RESOLUTION.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida. Any legal suit, action or proceeding arising out of or relating to this Agreement will be instituted in the federal or State courts located in the City of Tallahassee, Florida. Each party irrevocably submits to the exclusive jurisdiction of the courts in any the suit, action or proceeding.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Tallahassee, Florida.

Notwithstanding the above, nothing in this Agreement shall be deemed as preventing a party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute as necessary to protect that party's name, proprietary information, trade secrets, know-how, or any other intellectual property or proprietary rights.

24. **TAXES.** The compensation, fees and costs (the "**Compensation**") set forth in the Purchase Order does not include taxes; if Seller is required to pay or remit sales, use, or other taxes based on the Compensation or based upon the Products provided pursuant to this Agreement then such taxes shall be billed to and paid by Buyer; provided however, that this Section shall not apply to taxes based on Seller's income or revenues.

25. **FAILURE OF PAYMENT.** If Buyer fails to make payment in full or in part when due or refuses to pay any applicable price increases or surcharges, Seller shall have the right to: (i) immediately suspend performance and cancel the unfinished portion of any outstanding orders, (ii) declare all unpaid amounts for the Products delivered (or services performed) immediately due and payable, and (iii) withhold further deliveries. Seller shall have the right to enforce payment of the full purchase price, including any price increase or surcharge, for Products (or services) already delivered or in process. Buyer shall reimburse Seller for all costs of collection, including reasonable attorney's fees, incurred as a result of Buyer's failure to make payments when due.

26. **ASSIGNMENT.** Neither party may assign its rights under this Agreement without the prior written consent of the other party. Any assignment permitted hereunder will be subject to the written consent of the assignee to all of the terms and provisions of this Agreement. Any attempted assignment in derogation of this section will be null and void. Notwithstanding the foregoing, Seller may, without consent, assign its rights under this Agreement to any person or entity in connection with a merger, acquisition, divestiture, or sale of all or substantially all of its assets.

27. **NO THIRD PARTY RIGHTS.** This Agreement is for the sole and exclusive benefit of the Parties hereto and their permitted successors and assigns. Nothing expressed or referred to in this Agreement will be construed to give any other person any legal or equitable right, remedy or claim under or with respect this Agreement.

28. **INDEPENDENT PARTIES.** Seller and Buyer are independent parties and nothing in this Agreement shall make either party an agent, partner, joint venturer, or legal representative of the other.

29. **HEADINGS.** The section headings contained in these Terms and Conditions are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

30. **SEVERABILITY.** If any provision or part of a provision of this Agreement is declared invalid, illegal, or unenforceable under applicable law, the affected provision will be considered omitted or modified to conform to applicable law. The validity, legality, and enforceability of all other remaining provisions or parts of provisions will remain in full force and effect.

EXHIBIT A
CELLUAR ADDENDUM

TERMS AND CONDITIONS RELATING TO CELLULAR PLANS AND USAGE

A. If Buyer has been provided a Cellular Plan, this Addendum shall be applicable and Buyer shall pay the fees and costs associated with Cellular Plan.

B. **Terms and Conditions of Cellular Plan and Usage.**

1. **Service Plans.** If Buyer has procured a cellular plan (herein a “**Service Plan**”) from Seller pursuant to Part I of this Agreement, the following shall apply:

2. **Definitions**

“**Machine-to-Machine**” shall mean the transmission of data using cellular communication between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

“**Wireless Equipment**” shall mean any cellular communications device manufactured by Seller or a third party, and sold to the Buyer by Seller or one of its agents to be used exclusively for Machine-to-Machine data transmission.

“**Machine-to-Machine Line**” shall mean the wireless service for machine-to-machine transmission for a single piece of wireless equipment.

“**Wireless Service Provider**” shall mean any provider of wireless services (including any Underlying Carrier) that Seller partners with to provide cellular data service to the Buyer for the purpose of Machine-to-Machine data transmission.

3. **Wireless Equipment.**

Buyer has or will purchase the Wireless Equipment from Seller and the Service Plan shall be used exclusively for Machine-to-Machine transmission of data from and to such Wireless Equipment as purchased from Seller.

4. **Buyer Obligation**

Buyer shall ensure, and does hereby represent, and warrant to Seller that all of Buyer's employees or agents who have access to the Wireless Equipment for use of the Service Plan, are aware of this Agreement and its terms and conditions, and that each such employee or agent of Buyer shall strictly comply with Buyer's obligations under this Agreement and its terms and conditions. If Buyer becomes aware of any violation of its obligations under this Agreement or the terms and conditions hereof, Buyer shall

immediately notify Seller and shall immediately suspend access to the Service Plan by any employee or agent of Buyer who has violated or who Buyer believes may violate any provisions of this Agreement or its terms and conditions.

5. **Service Level and Dependencies**

Buyer acknowledges and agrees that Buyer's use of and access to the Service Plan is dependent upon the Wireless Service Provider continuing to provide and support its network, and Buyer does hereby waive any and all claims against Seller or the Wireless Service Provider resulting from discontinuation or failure by the Wireless Service Provider to support its network. Buyer acknowledges that the Service Plan may be interrupted in the event of an interruption of the Wireless Service Provider network, and Buyer waives any and all claims against Seller and the Wireless Service Provider resulting from the same. Buyer further acknowledges that the Service Plan is available only within the applicable plan coverage areas, within operating range of wireless systems, and with equipment authorized by the Wireless Service Provider to operate on its network. In no way reducing the effectiveness of the waiver set forth above, any failure of Seller or its Wireless Service Provider to perform hereunder shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond Seller or its Wireless Service Provider's reasonable control. Notwithstanding the above, Seller will undertake reasonable efforts to ensure that migration of Wireless Service Providers to 4G and 5G networks (and away from 3G networks) will be supported by the Equipment and Software Applications.

6. **Relationships**

BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT BUYER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN THE WIRELESS SERVICE PROVIDER (INCLUDING ANY UNDERLYING

CARRIER) AND SELLER. IN ADDITION, BUYER ACKNOWLEDGES AND AGREES THAT THE WIRELESS SERVICE PROVIDER (INCLUDING ANY UNDERLYING CARRIER) AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO BUYER AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

7. **Waivers.** Buyer acknowledges and agrees that Buyer is responsible for all maintenance and security with respect to the Wireless Equipment and Buyer's own network, server and other systems. Buyer does hereby waive any and all claims against Seller or any Wireless Service Provider (including any Underlying Carrier) for and with respect to any unauthorized use of Buyers network, service, other systems or data under the Service Plan.

8. **Authorized Usage**

Buyer agrees to use the Service Plan solely in connection with the operation of Wireless Equipment sold by Seller, or its authorized agent, to Buyer and applied to Machine-to-Machine communication systems with such devices installed within the Wireless Service Provider coverage area. Buyer may not use the Service Plan for any other use not specifically authorized herein. Unless specifically authorized

by Seller in writing or by a separate contract, Buyer may not sell, rent, lease, distribute, broadcast, sublicense, or otherwise assign this Agreement or any rights to the Service Plan to any third party(ies).

9. Equipment Modification

Buyer acknowledges that Seller provides certified Wireless Equipment to operate in accordance with the Wireless Service Provider's requirements for use on its network. Buyer agrees that it will in no way alter the Wireless Equipment, and that doing so may result in termination of the Service Plan by Seller.

10. No Illegal Use and Reservation of Rights

Buyer may not use the Service Plan for any illegal, unauthorized or fraudulent purpose. Buyer acknowledges that the sale of the Service Plan to the Buyer does not transfer to the Buyer title to or ownership of any intellectual property rights of Seller or its suppliers.

11. Export Regulations

Buyer acknowledges that the export, import, and use of certain hardware, software, and technological data provided under this Agreement is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act. Buyer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce and other United States agencies and authorities, and not to transfer, or encourage, assist or authorize the transfer of the Service or Wireless Equipment to a prohibited country or otherwise in violation of any such restrictions or regulations.

12. Termination

Seller may, at Seller's option, terminate or suspend any and all of Buyer's rights under this Agreement and discontinue the Service Plan, upon thirty (30) days written notice to Buyer if (i) Buyer fails to comply with any term of this Agreement, or fails to make payment of any amounts due hereunder (including, without limitation, data overage charges), (ii) Buyer uses in excess of Buyer's allotted and allowable data allowance during a periodic billing term (as such allowance is provided in Part I of this Agreement), (iii) if Seller's relationship with the Wireless Service Provider expires, terminates, or modifies its terms with Seller in such a way that Seller must change the way it provides the Service Plan under this Agreement, as determined by Seller in Seller's sole discretion, (iv) Buyer files for or is involved in any bankruptcy proceedings, whether voluntary or involuntary, or (v) Buyer fails to comply with the law or requests of governmental entities. In case of termination, Seller may terminate providing the Service Plan to Buyer, Buyer must cease all use of the Service Plan, and Buyer shall ensure that the Wireless Equipment does not register or attempt to register on the Wireless Service Provider's network. Should Buyer fail to ensure that the Wireless Equipment does not register on the Wireless Service Provider's network, then, in such event, Buyer shall be responsible for any and all costs and fees required to be paid by the Wireless Service Provider. Seller's failure to insist upon or enforce strict compliance with this Agreement does not constitute a waiver of any of its rights hereunder or at law or in equity.

Either Buyer or Seller may terminate the Service Plan for convenience at any time upon ninety (90) days prior written notice to the other party. Upon termination by either Party, for convenience, Seller

shall refund to Buyer a prorated amount of any prepaid Software Fees prepaid by Buyer. Seller shall be entitled to retain (or Buyer shall pay) any and all other payments made or which are due pursuant to this Agreement.

13. **Fees**

Buyer acknowledges that Seller charges fees and costs for the use of the Service Plan. Seller reserves the right to discontinue providing the Service Plan at any time or to otherwise change the terms and conditions applicable to the Service Plan at any time, but only if Seller experiences an increase in fees charged to Seller by the applicable Service Provider and only to that amount incurred, including, but not limited to, with respect to (a) limiting the amount of data that may be utilized and/or transferred under the Service Plan, and (b) changing the amount and terms applicable for cellular data service charges. Buyer also acknowledges that the Service Plan has enforced limits on the amount of data utilized or transferred monthly, which, if exceeded, will result in additional fees to be paid by the Buyer, but only to the extent of the amount that Seller incurs additional expenses and fees by the applicable Service Provider. The initial fees and costs (herein referred to as the **Fees**) to be paid by Buyer under this Agreement are set forth in Part I of this Agreement. The Fees may be modified or increased by Seller at any time upon ninety (90) days prior written notice given to Buyer.

14. **Taxes**

Buyer will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on it upon or with respect to the transactions and payments under this Agreement.

15. **Disputed Charges**

In the event of disputed charges, Buyer must, as soon as practicable following identification of such dispute, but not to exceed 60 days from the due date of the bill, provide written notice to Seller, which shall include the date of the bill, disputed amounts, the reason for the dispute, and any supporting documentation. Both parties will use their good faith efforts to reconcile any disputed charges within 60 days of the date of notification.

16. **Disclaimer of Warranties**

THIS SECTION ONLY APPLIES TO THE CELLULAR SERVICE PROVIDED TO BUYER. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICE PLAN IS AT BUYER'S SOLE RISK. SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY DISCLAIMS, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, ANY AND ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE PLAN, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE EXPRESSLY PROVIDED HEREIN. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SELLER OR AN AUTHORIZED REPRESENTATIVE OF SELLER SHALL CREATE A WARRANTY. BUYER ACKNOWLEDGES AND AGREES THAT THE SERVICE PLAN IS PROVIDED TO BUYER ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." THE ACCURACY, TIMELINESS, COMPLETENESS, SUITABILITY, OR AVAILABILITY OF ALL OR ANY ASPECT OF THE SERVICE PLAN IS NOT GUARANTEED, AND IS SUBJECT TO OUTAGES, TERMINATION, AVAILABILITY, RESTRICTIONS, AND/OR INTERFERENCE. NEITHER SELLER NOR THE

WIRELESS SERVICE PROVIDER SHALL BE LIABLE FOR ANY UNAUTHORIZED USE OF THE SERVICE PLAN NOR ANY CONSEQUENCE THEREOF.

17. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF INCOME, LOSS OF BUSINESS, DIMINUTION OF GOODWILL, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE OTHER PARTY'S ENGAGEMENT TO PERFORM, USE OR INABILITY TO USE THE SERVICE PLAN, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY. BOTH PARTIES ACKNOWLEDGE THAT THE OTHER HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH HEREIN AND THAT THE SAME IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. IN ANY CASE, SELLER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO, AND SHALL NOT EXCEED, THE PRORATED ANNUAL AMOUNT PAID FOR THE SERVICE PLAN FOR THE PERIOD DURING WHICH SUCH DAMAGE OCCURRED.



FMLIVE® END-USER LICENSE AGREEMENT

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All rights reserved.

The FMLIVE® CLOUD HOSTED SOFTWARE, henceforth referred to as "the SOFTWARE", has been provided to you under a license agreement containing restrictions on its use. Use of the SOFTWARE or any associated services, except as directed by SYNTECH SYSTEMS, INC., is a direct violation of this agreement. The SOFTWARE may be used on numerous PCs. Except as stated in the license agreement, the SOFTWARE may not be copied or distributed in any form or medium, or disclosed to third parties. You are legally accountable for any violation of the License Agreement or of copyright law.

This End-User License Agreement is a legal agreement between you (either an individual or a single entity), henceforth referred to as "the LICENSEE", and SYNTECH SYSTEMS, INC. By using the SOFTWARE, you are agreeing to become bound by the terms of this agreement.

You may permanently transfer all of your rights under this agreement only as a part of a sale of the FMLIVE® SYSTEMS HARDWARE, henceforth referred to as "the HARDWARE", provided you retain no copies of the SOFTWARE. You may not install the medium on another computer. You may not loan, rent, lease, or otherwise transfer the medium to another user, except as provided as part of a permanent transfer or sale of the SOFTWARE and the HARDWARE.

The SOFTWARE, HARDWARE, and documentation sold to the U.S. Government are provided with restricted rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-19 or subparagraphs (c) (1) and (2) of the COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS.

In consideration of payment for the SOFTWARE, SYNTECH SYSTEMS, INC. grants to the LICENSEE a nonexclusive right, without right to sublicense, to use the SOFTWARE. SYNTECH SYSTEMS, INC. reserves all rights not expressly granted and retains title and ownership of the SOFTWARE, including all subsequent copies in any media. This SOFTWARE and the accompanying written materials are copyrighted. All copying of the SOFTWARE or of the written materials is expressly forbidden.

As the only written warranty under this agreement, and in the absence of accident, abuse or misapplication, SYNTECH SYSTEMS, INC. warrants, to the LICENSEE, End-user only, that the SOFTWARE is compatible with the HARDWARE.

SYNTECH SYSTEMS, INC. reserves the right to make changes to the SOFTWARE and to furnish updates to said SOFTWARE compatible with the HARDWARE at its sole discretion. THIS WARRANTY GIVES YOU LIMITED, SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

There are no implied warranties, including warranties of merchantability and fitness for particular purposes, offered with the SOFTWARE. There are no warranties except those contained on the face hereof.

In no event, shall SYNTECH SYSTEMS, INC. be liable for incidental or consequential damages arising from the use of the SOFTWARE.



FUELMASTER® Fuel Management System
Extended Maintenance Agreement

The FUELMASTER® Fuel Management Systems Extended Maintenance Agreement is made and entered into on this day of **07/23/2024** Tallahassee, Florida, by and between SYN-TECH SYSTEMS, INCORPORATED, (STS), a Florida Corporation having a principal place of business at 100 Four Points Way, Tallahassee, Florida 32305 and:

City of Pembroke Pines, a municipal corporation of the State of Florida with a business address of 601 City Center Way, 4th Floor, Pembroke Pines, Florida 33025.

This initial term of this agreement shall commence as of **01/01/2025** and shall continue for a term expiring **12/31/2025** at which time the services will be automatically renewed unless otherwise directed by the customer. Customer will have the option to accept or terminate the services when invoiced.

The FUELMASTER® Maintenance Agreement provides a means of extending the normal one-year warranty that all FUELMASTER® customers receive. It covers parts and telephone support labor for all FUELMASTER® components, both software and hardware, and provides free updates software/firmware, upon request. The customer will be sent replacement parts and a pre-paid label to return the defective parts. The customer must return the defective parts within seven business days. Support hours are 8:00 AM – 5:00 PM local time, Monday through Friday, excluding New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Maintenance Level	Serial Number - Location	Cost
Standard	S/N 4290 – Police/Fire HQ	\$1,211.25
Standard	S/N 4289 – Utilities Operations Compound	\$1,211.25
Standard	S/N 5279 – Bus Depot - Diesel	\$1,211.25
Standard	S/N 6252 – Foreman Health South - Unleaded	\$1,211.25
Standard	S/N 6238 – Holly Lake East - Diesel	\$1,211.25
Standard	S/N 6233 – Fire Station 89	\$1,211.25
Standard	S/N 6234 – Fire Station 101	\$1,211.25
Standard	S/N 6235 – Fire Training Facility	\$1,211.25
Standard	S/N 6251 – Holly Lake West - Diesel	\$1,211.25
Standard	S/N 6246 – Foreman Health North - Diesel	\$1,211.25
Standard	S/N 6262 – Waste Water North - Unleaded	\$1,211.25
Standard	S/N 6263 – Waste Water South - Diesel	\$1,211.25
Standard	S/N 7391 – Fire Station 33	\$1,211.25
Standard	S/N 7393 – Fire Station 99	\$1,211.25
Standard	S/N 7394 – Police Dept West - Unleaded	\$1,211.25
Standard	S/N 7392 – Fire Station 79	\$1,211.25
TOTAL		\$19,380.00
*cost represents a 5% volume discount		

Syn-Tech Systems, Inc. will provide at no additional charge Certificates of Insurance naming your company as a Certificate Holder.

Syn-tech Systems, Inc. recognizes the confidentiality of each customer's software and database information, and will not disclose this information to any third party. Payment Industries Standards certify Syn-tech Systems, Inc. to PA-DSS requirements and all data must be securely maintained. Organizations under maintenance contract are provided a toll free number and have access to FUELMASTER® technicians to assist in FUELMASTER® operations and diagnostics.

Software updates will be provided free of charge upon request. The exception to this is for those system operators with customized software. Each customized program will have to be quoted on an individual basis. Customers with Extended Maintenance will only pay for the customization. The customer can make the decision as to whether he prefers to maintain his current system or update to the new software/firmware. Changes in hardware are not covered by this agreement.

Under terms of this agreement, FUELMASTER® technicians will telephonically diagnose problems with the assistance of the customer to determine warrantable conditions, and possible problem solutions. Syn-Tech will replace all defective parts and provide telephonic assistance to the customer in installation of replacement parts to allow the unit to be repaired as expeditiously as possible. Please note that FUELMASTER® was designed in a modular manner to provide easy and rapid exchange of parts, even by non-technical personnel. Other fuel management systems are not designed this way and consequently do not offer warranties comparable to FUELMASTER®. This agreement does not cover site visits by FUELMASTER® technicians for repair.

Please note that damage resulting from acts of God, user abuse, accidents, faulty installation or operation is not covered under the warranty. This warranty specifically excludes any indirect, special, or consequential damages to include, but not limited to, loss of product, profit, or litigation fees. Additionally, associated equipment including valves, pulsers, printers, personal computers, pumps, oilers, dispensers, and other items not manufactured by Syn-Tech, are warranted only to the extent covered by the original manufacturer. Additionally, warranty is limited to approved locations (generally the United States of America) and is not transferable except by written permission of Syn-Tech Systems, Inc.



City of Pembroke Pines

Addendum to Syn-Tech Systems, Inc. Terms and Conditions

This ADDENDUM ("Addendum") dated November 13, 2024, is entered into by and between the **City of Pembroke Pines**, a Florida municipal corporation located at 601 City Center Way, Pembroke Pines, FL 33025 ("CITY"), and **Syn-Tech Systems, Inc.**, a Florida, For Profit Corporation with a principal address of 100 Four Points Way, Tallahassee, FL 32305-4091 ("VENDOR"). The CITY and VENDOR shall be collectively referred to herein as the "Parties" and individually as a "Party". The Quote for the effective subscription period from 01/01/2025 to 12/31/2025, the Syn-Tech Systems, Inc. Terms and Conditions, the FUELMaster® Fuel Management System Extended Maintenance Agreement, the FMLIVE® End-User License Agreement and this Addendum shall be collectively referred to herein as the "Agreement".

1. **Payment Terms.** The annual fee for the FUELMaster® Extended Maintenance shall be NINETEEN THOUSAND, THREE HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$19,380.00) and the annual software fee for the FMLive® Cloud End User License shall be SIXTEEN THOUSAND, FIVE HUNDRED EIGHT DOLLARS AND SIXTEEN CENTS (\$16,508.16) for a total annual payment of **THIRTY-FIVE THOUSAND, EIGHT HUNDRED EIGHTY-EIGHT DOLLARS AND SIXTEEN CENTS (\$35,888.16)**. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The CITY shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to CITY do not include applicable state and local sales, use and related taxes. The CITY is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request CITY will provide VENDOR with proof of tax-exempt status.
2. **Term** The term of this Agreement shall expire on **December 31, 2025**. The services may be renewed by the Parties by entering into a new agreement or amendment hereto. CITY will have the option to accept or terminate the services when invoiced. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties.
3. **Termination.** This Agreement may be terminated by CITY for convenience, upon providing thirty (30) calendar days' written notice of such termination to VENDOR. This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.
4. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.
5. **Non-Discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither VENDOR nor any subcontractors shall discriminate against any



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employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. VENDOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. VENDOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. VENDOR further agrees that VENDOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

6. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that VENDOR is an independent contractor under the Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. VENDOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out VENDOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under the Agreement shall be those of VENDOR, which policies of VENDOR shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of VENDOR's funds provided for herein. VENDOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between VENDOR and the CITY and the CITY will not be liable for any obligation incurred by VENDOR, including but not limited to unpaid minimum wages and/or overtime premiums.
7. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. VENDOR shall comply with Florida's Public Records Law. Specifically, VENDOR shall:
 - 7.1 Keep and maintain public records required by the CITY to perform the service;
 - 7.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;



City of Pembroke Pines

- 7.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession after VENDOR transfers the records in its possession to the CITY; and
- 7.4 Upon completion of the Agreement, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession. All records stored electronically by VENDOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 7.5 The failure of VENDOR to comply with the provisions set forth in this Article shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
drogers@ppines.com**

8. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, VENDOR and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040



City of Pembroke Pines

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500

VENDOR: Taylor Feinor, Extended Maintenance Specialist
Syn-Tech Systems, Inc.
100 Four Points Way
Tallahassee, FL 32305-4091
Telephone No.: (800) 888-9136, Ext. 1311
Facsimile No.: (850) 877-9327

9. **Confidentiality.** The confidentiality obligations set forth in the Agreement shall be binding to the extent permitted by applicable laws, including Ch. 119, Florida Statutes.
10. **Compliance with Laws.** VENDOR hereby warrants and agrees, that at all times material to this Addendum, VENDOR shall perform its obligations in compliance with all applicable federal, state, local laws, rules, and regulations. Non-compliance may constitute a material breach of this Addendum.
11. **Scrutinized Companies.** VENDOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
 - 11.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - 11.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 11.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Florida Statutes; or
 - 11.2.2 Is engaged in business operations in Syria.
12. **Employment Eligibility.** VENDOR certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.



12.1 **Definitions for this Section.**

12.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

12.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

12.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

12.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

12.2 **Registration Requirement; Termination.** Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

12.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

12.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

12.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any



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challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

13. **Assignment; Amendments.** The Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by VENDOR without the prior written consent of the CITY. For purposes of the Agreement, any change of ownership of VENDOR shall constitute an assignment which requires the CITY approval. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties.
14. **Access to Records.** Upon request and reasonable notice, CITY shall have access and the right to examine any books, documents, accounting records, data, logs, reports, and other records directly pertinent to VENDOR's performance pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to CITY upon termination of Agreement.
15. **Attorneys' Fees.** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court cost unless otherwise provided for in this Addendum.
16. **Sovereign Immunity.** Nothing contained in the Agreement is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
17. **Indemnification.** VENDOR shall indemnify and hold harmless the CITY, its elected and appointed officers, agents, and employees from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgements, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from VENDOR's acts, errors, or omissions or consequence of the goods and/or services furnished pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by VENDOR. The terms and conditions of this section shall survive indefinitely regardless of acceptance or termination of this Agreement.
18. **Insurance.** The VENDOR expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by the VENDOR shall in no way limit



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the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

- 18.1 The VENDOR shall not commence work under the Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the VENDOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 18.2 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of the Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- 18.3 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the VENDOR or their Insurance Broker must agree to provide notice.
- 18.4 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of the Agreement, the VENDOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The VENDOR shall neither commence nor continue to provide any services pursuant to the Agreement unless all required insurance remains in full force and effect. The VENDOR shall be liable to the CITY for any lapses in service resulting from a gap in insurance coverage.
- 18.5 **REQUIRED INSURANCE.** The VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to the Agreement:

Yes No

☒ ☐ 18.5.1 **Comprehensive General Liability Insurance** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

Each Occurrence Limit - \$1,000,000

Fire Damage Limit (Damage to rented premises) - \$100,000



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Personal & Advertising Injury Limit - \$1,000,000
 General Aggregate Limit - \$2,000,000
 Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☒ **18.5.2 Workers' Compensation and Employers' Liability Insurance** covering all employees, and/or volunteers of the VENDOR engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the VENDOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the VENDOR. Coverage for the VENDOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
 \$500,000 Disease – Policy Limit
 \$500,000 Disease – Each Employee

If the VENDOR claims to be exempt from this requirement, the VENDOR shall provide the CITY proof of such exemption for the CITY to exempt the VENDOR.

Yes No

☒ **18.5.3 Comprehensive Auto Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
 Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
 Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
 Combined Single Limit (Each Accident) - \$1,000,000

Yes No

☒ **18.5.4 Cyber Liability** including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or



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tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

18.6 REQUIRED ENDORSEMENTS.

18.6.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

18.6.2 Waiver of all Rights of Subrogation against the CITY.

18.6.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

18.6.4 VENDOR's policies shall be Primary & Non-Contributory.

18.6.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

18.6.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

18.7 Any and all insurance required of the VENDOR pursuant to the Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the VENDOR and provided proof of such coverage is provided to the CITY. The VENDOR and any subcontractors shall maintain such policies during the term of the Agreement.

18.8 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under the Agreement.

18.9 The insurance requirements specified in the Agreement are minimum requirements and in no way reduce any liability the VENDOR has assumed in the indemnification/hold harmless section(s) of the Agreement.



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19. **Use of Marks or Likeness.** Notwithstanding the requirements set forth in the Syn-Tech Systems, Inc. Terms and Conditions, VENDOR may not use CITY's official seal for marketing or publicity purposes as prohibited by §165.043, Florida Statutes. VENDOR acknowledges and agrees to obtain prior written consent from CITY prior to using any of CITY's protected service marks or CITY's likeness for any reason, including marketing purposes; such written request must specifically identify the desired use and the period of use. Any authorization granted by CITY pursuant to this section shall terminate at the expiration or termination of the Agreement. Any unauthorized use of CITY's marks or likeness is strictly prohibited and failure to comply with this section shall be considered a material breach of the Agreement for which CITY may terminate.
20. **Customer Data.** Notwithstanding the requirements set forth in the Syn-Tech Systems, Inc. Terms and Conditions, any Customer Data, reproduced, published, displayed, received, stored or distributed by VENDOR shall first be de-identified where all personally identifiable information, including direct and indirect personal identifiers and other non-public information has been removed, before maintaining or any transfer of such Customer Data is made to any third party.
21. **Protection of CITY Property.** At all times during the performance of this Agreement, VENDOR shall protect CITY's property from all damage whatsoever on account of the work being carried out under this Agreement.
22. **Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the VENDOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.
23. **Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the VENDOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.



City of Pembroke Pines

24. **Anti Human Trafficking.** Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit, the VENDOR represents and warrants that it does not use coercion for labor or services as provided by state law.
25. **Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, VENDOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.
26. **Entire Agreement.** The Parties agree that the Quote for the effective subscription period from 01/01/2025 to 12/31/2025, the Syn-Tech Systems, Inc. Terms and Conditions, the FUELMASTER® Fuel Management System Extended Maintenance Agreement, the FMLIVE® End-User License Agreement and this Addendum represent the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement is intended by the Parties hereto to be final expression of the Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.
27. **Conflict.** In the event of any conflict or ambiguity by and between the Quote for the effective subscription period from 01/01/2025 to 12/31/2025, the Syn-Tech Systems, Inc. Terms and Conditions, the FUELMASTER® Fuel Management System Extended Maintenance Agreement, the FMLIVE® End-User License Agreement and this Addendum, the Parties agree that the terms and provisions contained in this Addendum shall control to the extent of any such conflict or ambiguity.
28. **Binding Authority.** Each person signing this on behalf of either party individually warrants that he or she has full legal power to execute this Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.
29. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an



City of Pembroke Pines

original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
ANTI-HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

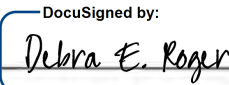
CITY OF PEMBROKE PINES, FLORIDA

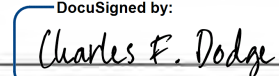
APPROVED AS TO FORM:


Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

BY: 
E2D2D4AA8795454...
MAYOR ANGELO CASTILLO

ATTEST:


F8EA9A23A58B417...
DEBRA E. ROGERS, CITY CLERK

BY: 
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

November 13, 2024

Signed by:



CONTRACTOR:

Syn-Tech Systems, Inc.

Signed By: 

Printed Name: Sara D. Fletcher

Title: Marketing/Operations Manager



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Anti-Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: 10/14/2024

ENTITY: Syn-Tech Systems, Inc.

SIGNED BY: 

NAME: Sara D. Fletcher

TITLE: Marketing/Operations Manager



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 4.

File ID: 24-1049

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 10/22/2024

Short Title: Contracts Database Report - November 6th, 2024

Final Action: 11/06/2024

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) Daikin Applied Americas, Inc. - A/C Maintenance at the PP Health Park-Renewal

(B) Focus School Software, LLC - School Information System (SIS) - Renewal

(C) Syn-Tech Systems, Inc. - FUELMaster and FMLive - Renewal

***Agenda Date:** 11/06/2024

Agenda Number: 4.

Internal Notes:

Attachments: 1. Contracts Database Report - November 6th, 2024, 2. A. Daikin Applied - AC Repair Svcs at the PP Health Park - Eight Amendment (All Backup), 3. B. Focus School Software LLC - SIS for Charter Schools - MLA (All Backup), 4. C. Syn-Tech Systems, Inc. - FuelMaster and FMLive Agreement (All Backup)

Related Files:

1	City Commission	11/06/2024	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez				
Nay: - 0				

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

Agenda Request Form Continued (24-1049)

- 2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
- 3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Daikin Applied Americas, Inc. - A/C Maintenance at the PP Health Park- Renewal

- 1. On December 27, 2016, the City entered into an Agreement with Daikin Applied Americas, Inc. for the provision of A/C Equipment Maintenance at the Pembroke Pines Health Park, for an initial one (1) year period, which expired on December 31, 2017.
- 2. Section entitled "Duration" of the Original Agreement authorizes the renewal of the agreement for additional one (1) year terms, upon agreement of the parties at least 30 days prior to the expiration.
- 3. Initially, the Original Agreement did not require City Commission approval, as the contract value was below the \$25,000 threshold. To date, the Original Agreement has been renewed seven times, extending the term to December 31, 2024. The contract value has been adjusted annually for changes in labor, subcontractor and material costs, in accordance with the Original Agreement.
- 4. For the one (1) year renewal period which shall commence on January 1, 2025, the compensation amount per the vendor's proposal has been increased from \$24,930.74 to \$26,177.28, reflecting a 5% increase.
- 5. The Community Services Department recommends that the City Commission approve this Eighth Amendment to increase the annual compensation amount to \$26,177.28 and to renew the term for an additional one (1) year period, which shall commence on January 1, 2025, and naturally expire on December 31, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$26,177.28
- b) **Amount budgeted for this item in Account No:** \$26,177.28
001-519-6008-546800-0000-000-0000 (Maintenance Contract)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5-year projection of the operational cost of the project:** Not Applicable

	FY 24-25	FY 25-26
Revenues	\$0.00	\$0.00
Expenditures	\$19,632.96	\$6,544.32
Net Cost	\$19,632.96	\$6,544.32

- e) **Detail of additional staff requirements:** "Not Applicable"

Agenda Request Form Continued (24-1049)

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(B) Focus School Software, LLC - School Information System (SIS) - Renewal

1. On August 13, 2020, the City entered into a Master License Agreement with Focus School Software, Inc. for an initial five (5) year period, commencing on February 1, 2020, and expiring on January 30, 2025.

2. Focus School Software provides a School Information System (SIS) to integrate and share data to support the school's core functions across various platforms (Student Information Management, Learning Management, School-Lottery and Enrollment). In addition, Focus School Software SIS is provided to FSU Elementary Charter by its sponsor, Florida State University.

3. Following execution of the agreement, the initial five (5) year license term was adjusted to commence on September 1, 2020, and expire on August 31, 2025.

4. The initial Product Schedule authorizes annual renewal of the Agreement until terminated by either party.

5. The Technology Services Department recommends that the City Commission approve renewal of the agreement for a one (1) year period commencing on September 1, 2025, and expiring on August 31, 2026, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$46,673.00.

b) Amount budgeted for this item in Account No: The following amounts will be budgeted for in the Charter School's Proposed 2025-26 Budget:

School Site	Account Coding	Amount
East Elementary	170-569-5051-552652-7300-369-0000-00550	\$ 6,023.68
West Elementary	170-569-5051-552652-7300-369-0000-00551	\$ 6,217.45
Central Elementary	170-569-5051-552652-7300-369-0000-00552	\$ 5,122.24
West Middle	171-569-5052-552652-7300-369-0000-00553	\$ 5,602.44
Central Middle	171-569-5052-552652-7300-369-0000-00554	\$ 5,804.64
Academic Village	172-569-5053-552652-7300-369-0000-	\$ 17,902.55

Agenda Request Form Continued (24-1049)

Total**\$ 46,673.00****c) Source of funding for difference, if not fully budgeted:** Not Applicable.**d) 1-year projection of the operational cost of the project**

	FY 2025-26
Revenues	\$0.00
Expenditures	\$46,673.00
Net Cost	\$46,673.00

e) Detail of additional staff requirements: Not applicable.**FEASIBILITY REVIEW:**

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(C) Syn-Tech Systems, Inc. - FUELMaster and FMLive - Renewal

1. On November 27, 2023, the City entered into an extended maintenance and end user license agreement with Syn-Tech Systems, Inc. for a period which commenced on January 1, 2024, and will expire on December 31, 2024.

2. Since 2013 Syn-Tech Systems, Inc. has provided extended maintenance for the FUELMaster Fuel Management System, for parts, and telephone support labor for all FUELMaster components (hardware and software) and now also provides the FMLive cloud-hosted software for connection to and management of the upgraded FUELMaster units 24/7 at the sixteen (16) FUELMaster systems throughout the City, that are used for fueling City vehicles and equipment.

3. The Agreement provides for renewal of the services through a new agreement or an amendment to the current agreement.

4. The Procurement Department and Fleet Division recommend that the City Commission approve this new agreement for a one (1) year renewal term commencing on January 1, 2025, and expiring on December 31, 2025.

FINANCIAL IMPACT DETAIL:**a) Renewal Cost:** \$35,888.16

Agenda Request Form Continued (24-1049)

- b) Amount budgeted for this item in Account No:** 001-519-6005-546190-0000-000-0000
(R&M Fuel Sites)
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 1-year projection of the operational cost of the project:**

	Current FY
Revenues	\$0.00
Expenditures	\$35,888.16
Net Cost	\$35,888.16

- e) Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services LLC PO Box 4927 Orlando, FL 32802-4927 407 691-9600	CONTACT NAME: Kailey Jernigan-Sapp PHONE (A/C, No, Ext): 850-205-7041 FAX (A/C, No): 888-635-4183 E-MAIL ADDRESS: Kailey.Jernigan-Sapp@mcgriff.com																					
INSURED Syn Tech Systems, Inc. 100 Four Points Way Tallahassee, FL 32305-4091	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : Federal Insurance Company</td><td>20281</td></tr> <tr> <td colspan="2">INSURER B : Pacific Indemnity Company</td><td>20346</td></tr> <tr> <td colspan="2">INSURER C : ACE American Insurance Co</td><td>22667</td></tr> <tr> <td colspan="2">INSURER D : Great Northern Insurance Company</td><td>20303</td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Federal Insurance Company		20281	INSURER B : Pacific Indemnity Company		20346	INSURER C : ACE American Insurance Co		22667	INSURER D : Great Northern Insurance Company		20303	INSURER E :			INSURER F :		
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INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	35881695	12/31/2023	12/31/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	73550690	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$0	X	X	79854452	12/31/2023	12/31/2024	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	71704828	12/31/2023	12/31/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Cyber Liability			D96288608	12/31/2023	12/31/2024	\$3,000,000
A	Work Comp - Int'l		X	35881695	12/31/2023	12/31/2024	\$1,000,000; Per Statute

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**** Workers Comp Information ****

Part 1 States: AL, CA, CO, CT, FL, GA, IL, IN, MD, MN, NC, NH, NV, NY, PA, RI, TN, TX, VA, VT

Defense Base Act Workers' Comp U.S. Military locations: Belgium, Diego Garcia, Germany, Greece, Italy, Portugal, Spain, United Kingdom, Djibouti, Greenland, Turkey, Cuba, Guam, Honduras, Japan, South Korea, Kuwait, Wake Island.

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines
 601 City Center Way
 Pembroke Pines, FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from Page 1)

Blanket Additional Insured including Completed Operations, Blanket Waiver of Subrogation, Per Project Aggregate, and Primary Non-Contributory Wording applies in regards to General Liability, when required by written contract per the attached forms: 80-02-2367 05-07, 80-02-2653 07-09, 80-02-2362 04-01.

Blanket Additional Insured, Blanket Waiver of Subrogation, and Primary Non-Contributory Wording applies in regards to Auto Liability, when required by written contract per the attached forms: CA 20 48 10-13, CA 04 44 10-13, 16-02-0316.

Blanket Waiver of Subrogation applies in regards to Workers Compensation, when required by written contract per the attached form WC 00 03 13 04/84.

City of Pembroke Pines is additional insured per attached endorsements

From: [Deleon, Lilian](#)
To: [Rojas, Dominique](#)
Cc: [Contracts](#)
Subject: FW: Syn-Tech Systems, Inc. - FUELMaster & FMLive - Renewal Agreement - Risk Approval Request
Date: Thursday, October 3, 2024 8:44:53 AM
Attachments: [COI \(GL, Auto, Umbr, WC, Cyber\) Expires 12-31-2024.pdf](#)
[Syn-Tech - FuelMaster Service Agreement 2025.pdf](#)
[Addendum to Syn-Tech Systems, Inc. Terms and Conditions.pdf](#)
[Syn-Tech Systems, Inc. - FuelMaster and FMLive Agreement 2024 \(ABD\).pdf](#)
[image001.png](#)

Good monring, Dominique,

We reviewed and approved insurance documents for: **Syn-Tech Systems, Inc.** as per your request.

Note: COI will expire this coming December 24 – we need to get an update one once expires.

Thanks,

Lilian Deleon
Benefits/Risk Director
City of Pembroke Pines
601 City Center Way 3rd Floor
Pembroke Pines, FL 33025
Phone: (954) 392-2093 Fax: (954)517-8406
ldeleon@ppines.com
Website: www.ppines.com
City Hall Hours: Monday thru Thursday 7 am-6 pm-Closed Friday



From: Rojas, Dominique <drojas@ppines.com>
Sent: Wednesday, October 2, 2024 3:59 PM
To: Deleon, Lilian <ldeleon@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: Syn-Tech Systems, Inc. - FUELMaster & FMLive - Renewal Agreement - Risk Approval Request

Dear Lilian,

Good afternoon. Please could you review the attached certificate of insurance for the above-referenced agreement? Also attached for your referenced are the new agreement and last year's agreement.

We stand by to know of your approval/comments, with kindest regards,

Dominique Rojas • Senior Contracts Specialist

Finance Department

City of Pembroke Pines

601 City Center Way, Pembroke Pines, FL 33025

Direct: 954-392-9436

Email: drojas@ppines.com

Main: 954-392-9435

Team Email: contracts@ppines.com

www.ppines.com

City Hall hours: Monday–Thursday 7am-6pm (closed on Fridays)