Beta Pre-Subscription Agreement

Order Form | Municipal 90-Day Beta

This Agreement reserves one municipality's place in the 90-day SIGNALSync browser beta. It includes this Order Form, Sections 1 through 13, Schedule A, the signature pages, and applicable signed agency addenda.

Payment	Amount in USD	Due
Reservation	$1,500	After signatures and required approvals
Activation balance	$1,000	Upon written Activation under Section 4
Total 90-day beta	$2,500	Includes the full reservation credit

Customer cancellation through the final day of the beta: $1,000 of the $1,500 reservation payment is refundable; $500 is retained for service and support, subject to Section 6.2. The $1,000 Activation balance is treated separately under Section 6.3. No automatic renewal.

Customer and order details

Order reference

Full legal name of municipality or agency

State and mailing address

Customer email for contractual notices

Procurement approval and purchase order reference, or not required

Lawful advance-payment approval reference, or not required

Order Form continued

The parties complete the legal identities, scope, deadline, applicable approvals and required addenda before execution or payment. Test evidence and the Activation Record are completed later. SIGNALSync is a product or trade name; the Provider's full legal name must identify the actual contracting party.

Provider details

Full legal name of Provider

Legal form and formation jurisdiction if an entity

Mailing address

Provider email for contractual notices

Deadline and jurisdiction

Activation Deadline, including date, time and time zone

Governing state law and permitted county and state venue

All payment dates are subject to mandatory public payment law and an approved payment schedule expressly attached to this Agreement. The reservation payment is due after both authorized signatures and required approvals. The Activation balance is due upon written Activation under Section 4.

1 Parties and formation of the Agreement

1.1 Parties and Effective Date. “Provider” and “Customer” mean the legal parties identified in the Order Form. “Agreement” means the documents listed in the opening paragraph. The Effective Date is the last authorized signature date, provided the Order Form, Schedule A scope, dependencies and expected results, and legally required approvals and addenda were complete before signature. Test evidence and the Activation Record are completed later. Provider will not accept payment before the initial execution conditions are met. A payment received in error must be returned in full within 10 Business Days.

1.2 Authority. Each signer represents that the signer has authority to execute this Agreement for the named party. Customer must obtain any required appropriation, purchasing approval, purchase order, and lawful advance payment authorization. Staff use of a demo, a software account, or a website does not by itself constitute municipal approval. No signer becomes a personal guarantor solely by signing as an authorized representative.

1.3 Time. “Business Day” means Monday through Friday excluding public holidays observed by Customer in its jurisdiction. Other references to days mean calendar days. Deadline times use the time zone in the Order Form. Mandatory statutory notice and payment rules control whenever they differ.

2 Reservation and beta scope

2.1 Provider’s obligation. After the Effective Date and reservation payment, Provider will reserve implementation capacity for Customer, coordinate setup and training, and prepare the browser beta described in Schedule A for Activation by the Activation Deadline. The reservation is a commercial service arrangement. It grants no equity, ownership, investment return, exclusivity, or unlimited access.

2.2 Defined scope. Only the functions, user and record limits, deliverables, support, training, and acceptance tests written in Schedule A are included. Customer may use the beta only for the stated evaluation purpose. No roadmap item, sales statement, estimated saving, or future enhancement expands the signed scope. This clause does not excuse fraud, misrepresentation, mandatory disclosures, or an express written commitment in this Agreement.

2.3 Excluded services. Native Excel or VBA functionality, offline synchronization, controller integration, live traffic control, custom development, and substantial data migration are excluded unless a signed amendment expressly defines their scope, acceptance tests, price, and delivery date. Any substantial migration or setup charge, including a proposed $3,000 charge, requires its own signed statement of work. This Agreement does not authorize that charge.

2.4 Operational use. The beta supports the agreed recordkeeping and evaluation workflows. It does not operate traffic infrastructure or replace qualified engineering, safety inspections, legally required records, or Customer's independent review. Customer must keep required source records and backups appropriate to its evaluation. Production or restricted data may be introduced only under Section 9.

3 Payment and credit

3.1 Fixed beta price. The beta price is $2,500 for one municipality. Provider applies the entire $1,500 reservation payment to that price, leaving a $1,000 Activation balance. The reservation payment includes a $500 service and support fee and $1,000 credited toward beta access. The $500 fee is included in, and is not added to, the $2,500 total. The balance is invoiced upon Activation; it is not due merely because an account exists or a proposed launch date arrives.

3.2 Billing. Provider will issue an invoice identifying this Agreement, the credit, and any legally chargeable tax. Customer will provide valid exemption documentation where applicable. No travel, processing, support overage, implementation, or other fee may be added without Customer's prior written approval. Provider may not debit a stored payment method without a separate payment authorization. No contractual late fee is imposed by this Agreement.

3.3 Maximum exposure before Activation. Before Activation, Customer owes no beta balance. On cancellation, the only deduction or cancellation compensation available to Provider under this Agreement is the amount allowed by Section 6.2. Provider may not also claim the $1,000 balance, lost future subscription revenue, or another termination charge for that cancellation.

4 Readiness acceptance and Activation

4.1 Readiness notice. Provider will give Customer a complete written readiness notice at least five Business Days before the Activation Deadline, or earlier if the Schedule A testing period is longer, when all prerequisites and tests can be demonstrated in the supported live browser environment. The notice must include access instructions, test evidence, any disclosed unresolved issues, and at least two reasonable testing appointments. Screenshots, mockups, payment, or delivery of credentials alone do not establish acceptance.

4.2 Customer review. Customer will participate in testing and identify specific failures of the signed criteria within five Business Days after a complete readiness notice, or a different testing period written in Schedule A. Customer must act reasonably and may not withhold acceptance solely to obtain new features or revised commercial terms. Silence, nonresponse, or demo use is not deemed acceptance. Provider will correct failed criteria at no additional beta charge and repeat the affected tests.

4.3 Activation. Activation occurs only when authorized representatives of both parties sign the Activation Record after the required tests pass, the agreed access is available, and all required data and security approvals are complete. The record states an actual start date and time, which must not precede either party's signature. The 90-day beta term and $1,000 balance begin at that stated time. Signing the Agreement or paying $1,500 does not start the beta term.

4.4 Deadline and Customer default. The Activation Deadline changes only through an amendment signed by both parties before it expires. New Provider requests do not create Customer dependencies. A missed deadline is treated as Customer default only if a material dependency with an express due date in Schedule A was missed, that failure was the sole demonstrated cause of nonactivation, Provider promptly gave the Section 7.1 notice identifying it, and the 10-Business-Day cure period expired by the deadline. Otherwise Section 6.1 governs. Provider bears the burden of documenting this exception; it creates no unilateral deadline extension.

5 Beta term and service performance

5.1 Term and renewal. The beta provides 90 days of access from the Activation timestamp, subject to the pauses below. It ends at the same local time after 90 counted days. Provider will notify Customer of the scheduled end at least 10 days beforehand. There is no automatic renewal or conversion. A recurring service, including the proposed $850 monthly or $10,200 annual price, requires a separate signed subscription order and any necessary purchasing approval.

5.2 Included performance. Provider will use reasonable skill and care, supply the included training and support, and maintain the material functions accepted in Schedule A during the beta. Minor cosmetic defects or a request for a function outside that scope are not material failures. Experimental status does not excuse the signed delivery, refund, confidentiality, or data obligations.

5.3 Material service interruption. A Provider-caused failure that materially prevents an agreed core workflow pauses the beta clock from when Provider receives notice or becomes aware of the failure, whichever occurs first, until the workflow is restored. Provider will document the interval and extend the end time by that duration without charge. The clock does not pause for Customer's voluntary nonuse, its own network or device failure, or its breach. A hosting supplier failure is a Provider-side interruption for this clause.

6 Cancellation and Refund Policy

This Section is the agreed cancellation and refund policy for the reservation and beta. No physical goods are supplied, so there is no merchandise return process. Subject to rights that law does not permit the parties to waive, the following rules govern.

6.1 Provider cancellation or failure before Activation. If Provider cancels the beta, cannot supply the agreed material scope, or does not achieve Activation by the deadline, this Agreement terminates automatically and Provider must refund all amounts paid under it. No cancellation cost may be deducted. A documented Customer default meeting every Section 4.4 condition changes only the refund calculation: the Agreement still terminates at the Activation Deadline, and that timestamp is treated as receipt of a cancellation notice under Section 6.2. Before the deadline expires, both parties may sign an amendment establishing a new deadline. Provider cannot substitute store credit, another product, or an indefinite delay for a money refund without Customer's express written agreement.

6.2 Customer cancellation and reservation refund. Customer may cancel by written notice at any time before Activation or during the beta term, at or before the beta end timestamp, including any extension under Section 5.3. If Customer has paid the $1,500 reservation payment, Provider will refund $1,000 and retain the $500 service and support fee for reservation administration, setup coordination, and initial service and support. Before Activation, no Activation balance becomes due. The $1,000 refund is a refund of the reservation payment, not an additional refund of the Activation balance. No cancellation charge may be added. The retention of $500 does not apply to a refund required by Section 6.1 or the full-refund remedy in Section 6.4, or to an amount that mandatory law or an applicable signed agency addendum requires Provider to return. For this cancellation deadline, notice is received when it enters the designated notice system in readable form with a delivery record and no failure notice, regardless of whether receipt occurs on a Business Day. The Business Day convention in Section 12.1 does not postpone that receipt time. Normal expiration without a cancellation notice does not trigger this refund.

6.3 Customer cancellation after Activation. The Section 6.2 reservation refund remains available through the beta end timestamp, including any extension under Section 5.3. The $1,000 Activation balance, once lawfully incurred, remains payable and is not refundable solely because Customer changes its mind, does not use the service, changes staffing or budget, selects another product, or seeks a feature outside the signed scope. The service ends on the effective cancellation date. Sections 6.4 and 8 and all nonwaivable rights continue to apply. The same payment cannot be refunded twice; any amount already returned under Section 6.2 is credited against another refund due for that payment.

6.4 Material Provider failure after Activation. Customer may give written notice identifying an agreed material function or other material Provider obligation that has failed. Provider has 10 Business Days after receipt to cure it. If the failure remains uncured, Customer may terminate by written notice and obtain a refund for the unused beta period. If the agreed core scope was never materially usable and the failure defeats the essential evaluation purpose, Provider must instead refund all beta fees paid and cancel any unpaid beta balance. A minor defect, unpromised feature, or Customer-caused problem does not meet this test. Acceptance does not waive a hidden failure or later material breach.

6.5 Refund calculation. For an unused-period refund, earned beta fees equal $2,500 multiplied by elapsed available-service days before termination, divided by 90. Count available service whether or not Customer used it, count fractions proportionately, and exclude Section 5.3 pauses. Count no more than 90 days and earn no more than $2,500. Unpaid earned fees remain lawfully payable; unpaid unearned fees are canceled. Provider refunds the amount actually paid above earned fees, never less than zero. Refunds cannot exceed fees paid, plus refundable tax. The $1,500 credit is included in the calculation. Example: if $2,500 was paid and 30 available-service days elapsed, a qualifying termination refunds $1,666.67. This formula applies to an unused-period refund expressly required by this Agreement. The separate customer-cancellation refund is governed by Section 6.2.

6.6 Processing and disputes. Provider must issue a required refund within 10 Business Days after the refund trigger or valid termination notice, subject to a shorter mandatory period. For Section 6.2, Provider must provide a statement showing the $1,500 payment, the $500 service and support fee, and the $1,000 refund. A dispute must not delay the undisputed payment. Refunds go to the original payer through the original payment method where available, or by a mutually verified alternative permitted for public funds. Provider bears its refund processing costs. No refund may be conditioned on a release, confidentiality promise, removal of a review, or waiver of a lawful dispute right.

6.7 Payment disputes and duplicate recovery. The parties will promptly exchange relevant invoices, acceptance records, and payment evidence to resolve disputes. Customer is requested to notify Provider before a payment dispute when practical; this is not a waiver of statutory, banking, or payment network rights. Any refund or charge reversal actually received for the same payment reduces the remaining refund owed. There is no duplicate recovery, and a pending dispute alone does not eliminate a refund obligation.

6.8 Policy changes and legal rights. A website update or unilateral notice cannot change this policy for an existing Agreement. Any contractual change requires both parties' authorized signatures. Mandatory law and an applicable signed public agency addendum prevail over conflicting refund restrictions. This Section does not limit remedies for fraud or other claims the law makes nonwaivable, and does not declare every cancellation charge enforceable merely by naming it a fee.

7 Other breaches and termination

7.1 Customer breach. For a material Customer breach, Provider must give written notice describing the breach and allow at least 10 Business Days to cure it before terminating. Section 6.2 governs the reservation refund. After Activation, Section 6.3 applies to a termination caused by Customer's uncured breach, subject to Section 8 and mandatory law. A good-faith dispute over a Provider material failure or deduction is not by itself grounds for immediate termination.

7.2 Emergency restriction. Provider may temporarily restrict only the access reasonably necessary to stop an actual security threat, unlawful use, or immediate risk to another customer. Provider must promptly notify Customer, explain the basis unless law forbids it, and restore access when the risk ends. Restriction caused by a Provider failure is subject to Section 5.3 and does not remove refund rights. Provider may not withhold legally required records because of a payment dispute.

7.3 Provider convenience termination. Provider may cancel before Activation only with the full refund in Section 6.1. If Provider ends an activated beta for its own convenience, it must give reasonable written notice, assist the agreed data export, and provide the Section 6.5 unused-period refund. It must provide a full refund if the essential evaluation purpose was never supplied.

7.4 Events beyond reasonable control. A party must promptly describe a qualifying event outside its reasonable control, its effect, and its mitigation efforts. It does not permit a unilateral deadline extension, retention of payment for services not delivered, or removal of Section 6 refund rights. Lack of funding, ordinary product defects, or inadequate implementation resources is not a Provider excuse. Any extension requires a signed amendment.

8 Public agency requirements

8.1 Mandatory terms. Applicable procurement, appropriation, advance payment, public payment, public records, accessibility, retention, and jurisdiction rules control. Customer must identify required contractual addenda before execution; Provider must complete and sign any applicable addendum before accepting funds. Neither party’s signature can dispense with a legally required approval. Nothing in this Agreement waives a public agency’s sovereign immunity or creates an unauthorized indemnity, arbitration obligation, or personal liability for an employee.

8.2 Funding and statutory termination. Customer may exercise a termination or nonappropriation right that mandatory law or an applicable signed agency addendum grants. It must provide the notice and information lawfully required. Provider may retain only amounts lawfully payable for services or authorized costs already earned; it must return unearned advance payments. This clause does not itself create a general budget-change refund where no legal or agreed termination right exists.

8.3 Public records. Confidentiality and data deletion terms yield to public records and retention law. Provider will cooperate with Customer’s designated records custodian. If Florida Statutes Section 119.0701 applies, the Florida Public Records Rider must be completed and incorporated; its duties apply whenever the statute requires them, regardless of any mistaken applicability selection. Any other legally required records clause must also be included before execution.

9 Customer data and confidentiality

9.1 Data permission. Customer retains ownership of its records. It grants Provider only the rights needed to supply the agreed services, support, exports, and legal retention. Customer must be authorized to provide the records and maintain account access securely. Provider may not sell Customer data or use identifiable Customer records for advertising, unrelated analytics, or AI model training without a separate lawful written agreement.

9.2 Data approval before use. Until both parties approve an applicable data and security schedule, the evaluation may use synthetic or appropriately deidentified records only. Before production or restricted records are uploaded, that schedule must address permitted data, hosting location, subprocessors, access controls, backup and recovery, incident notice, retention, exports, and any agency-required protections. Provider must not claim a certification or recovery capability that has not been established. If an agreed prerequisite cannot be met, Activation does not occur and Section 6.1 applies at the deadline.

9.3 Confidential information. Each party will protect the other's nonpublic information with reasonable care and disclose it only to people who need it for this Agreement and are bound to appropriate confidentiality. This duty does not cover information already lawfully known, independently developed, lawfully obtained elsewhere, or publicly available without breach. Required legal or public records disclosure is permitted. When lawful, the disclosing party will give advance notice and cooperate in preserving applicable exemptions.

9.4 Incident and data return. Provider must promptly notify Customer of a confirmed incident affecting Customer data and comply with mandatory notice deadlines and the signed security schedule. On expiration or termination, Provider will provide the included export within 10 Business Days of Customer's request. Customer must request any nonmandatory export within 30 days of the end; statutory records rights continue. Provider must preserve data during that period and any required retention or legal hold. Afterwards it will delete or return data under the signed schedule and applicable law; it may not delete records to obstruct a request or dispute. Statutory records transfers are governed by the applicable rider.

10 Software rights and evaluation limits

10.1 Access license. Provider retains its software and preexisting intellectual property. During the beta, Customer receives a limited right for its authorized users to access the included browser service for the stated evaluation. Customer must not sublicense access, misuse another customer's records, or circumvent agreed access controls. Legally protected interoperability or other nonwaivable rights are preserved. An authorized data export remains Customer's property after access ends.

10.2 Beta limitations. Provider does not promise quantified savings, regulatory approval, uninterrupted service, fitness for live traffic control, or functions outside Schedule A. To the

extent law allows, implied warranties of merchantability and fitness for a particular purpose are disclaimed. These limitations do not reduce express obligations, the acceptance tests, the Activation Deadline, data duties, refunds, or remedies that cannot lawfully be waived.

11 Liability and remedies

11.1 Limits. To the extent permitted by applicable law, each party's aggregate liability for ordinary direct damages under this Agreement is limited to $2,500. Neither party is liable under this contractual allocation for indirect, special, consequential, or punitive damages. These limits do not apply to fraud, willful misconduct, gross negligence, liability that law prohibits limiting, Customer's lawful payment obligation, or Provider's refund and records-return obligations. No agency liability is created beyond its lawful authority.

11.2 Preserved relief. Section 6 provides contractual refund rights and does not make a refund the exclusive remedy for nonwaivable claims. A party may seek lawful relief to protect its data, confidentiality, or intellectual property. Any award must account for refunds already received to avoid duplicate compensation for the same loss. This Agreement imposes no general indemnity or prevailing-party attorney-fee obligation; statutory remedies remain available.

12 Notices and dispute resolution

12.1 Notices. Send contractual notices to the email and mailing addresses in the Order Form. Email notice is effective when it enters the designated system in readable form, with a delivery record and no failure notice; email arriving outside a Business Day is treated as received on the next Business Day. A legally required delivery method overrides this convention. A party may update its notice address by notice received under this clause. Support chats or oral statements alone do not amend or cancel the Agreement unless confirmed through the designated notice channel.

12.2 Disputes and governing law. Authorized representatives will attempt in good faith to resolve a dispute within 15 Business Days after written notice. This process does not extend a refund deadline, shorten a statutory claim period, or prevent urgent relief. The state law and permitted venue in the Order Form govern, subject to mandatory law and public agency jurisdiction rules. No mandatory arbitration, class-action waiver, or waiver of nonwaivable rights is imposed.

13 Complete agreement and execution

13.1 Priority and changes. Mandatory law governs first, followed by a legally required or signed public agency addendum, an express signed amendment, this Agreement's Order Form and terms, and Schedule A. Schedule A controls the technical scope and measurable acceptance details but does not alter prices, deadlines, or refund rules unless an amendment expressly identifies the change. An attached purchase order supplies only agreed administrative references unless both parties expressly sign its substantive terms. No website terms, invoice footer, roadmap, or later policy is incorporated silently.

13.2 Entire agreement and severability. This Agreement contains the parties' complete agreement on this reservation and beta. Amendments require both parties' authorized signatures. An invalid clause is severed only to the minimum lawful extent; no replacement penalty or waiver arises automatically. If a missing or invalid essential term prevents a lawful service arrangement, no further payment is required and unearned payments must be returned as applicable. Failure to enforce one breach does not waive a later breach.

13.3 Assignment and survival. Neither party may assign this Agreement without the other's prior written consent, subject to mandatory law. Provider remains responsible for subcontractors it uses. Payment accounting, accrued refunds, data return, legally required retention, confidentiality, liability, and dispute provisions survive the end as needed to perform their stated purposes.

13.4 Signatures and copies. The parties may sign counterparts and agree to electronic signing of this Agreement where applicable law and Customer's agency rules permit. Each party must receive a complete, retainable copy of the exact signed version and incorporated schedules. An electronic signature does not cure missing authority, required approvals, or incomplete essential fields. Any right to use a different lawful method for another transaction is preserved.

Schedule A

Scope and acceptance requirements

Complete the scope, quantities, dependencies, security conditions and expected test results before signing. Each scope field must contain the agreed information, "None" or a signed attachment reference. Actual test evidence and the Activation Record are completed during acceptance. Additional dated pages may be attached and signed by both parties.

Evaluation purpose and agreed core workflows

Named Customer workspace and authorized user limit

Supported browser versions and device requirements

Included record types, record limit and storage limit

Included review reports and export formats

Included setup and training, including sessions, duration and attendees

Support channel, hours, time zone and response target

Data classification and signed security schedule reference, or synthetic data only

Agency addenda and approval references, or none required

Testing period if different from five Business Days

Customer dependencies

List each material Customer prerequisite, due date and responsible contact. A due date must allow the 10-Business-Day cure period to expire before the Activation Deadline for Section 4.4 to apply. Enter "None" if there are no prerequisites.

Customer dependency 1

Dependency 1 due date and time zone

Dependency 1 responsible contact

Customer dependency 2

Dependency 2 due date and time zone

Dependency 2 responsible contact

Customer scope approval initials

Provider scope approval initials

Schedule A continued

Acceptance tests

These minimum tests must pass in the agreed live browser environment. Record the scope-specific expected results before execution and retain test evidence during acceptance. Add a test for each additional material workflow. A failed criterion prevents Activation until corrected and retested; an accepted minor issue requires a signed amendment stating its remedy and effect on Activation.

1 Access

Approved users sign in to the Customer workspace in a supported browser. Agreed permissions operate correctly, and users cannot access another customer's records.

Access acceptance test evidence or result reference

2 Recordkeeping

Create and save each included record type using synthetic or approved data. Reload and retrieve the same values without loss.

Specific record fields to be tested

Recordkeeping acceptance test evidence or result reference

3 Review

Display, find and review the included records through the agreed workflow.

Required review actions

Review acceptance test evidence or result reference

4 Reports and export

Generate every included report and export. Open each output and verify the agreed fields, totals and record values.

Reports and export outputs to be tested

Reports acceptance test evidence or result reference

5 Setup training and safeguards

Deliver the agreed setup and training, demonstrate the support channel and satisfy each signed data or agency prerequisite before Activation.

Setup, training and security schedule references

Setup training and security acceptance test evidence or result reference

Additional acceptance criteria or signed attachment reference

Disclosed issues and signed amendment reference if any

Customer acceptance authority name and title

Provider acceptance authority name and title

Customer test scope initials

Provider test scope initials

Agreement signatures

By signing, each representative confirms authority for the named legal party and agrees to the completed Order Form, Sections 1 through 13, Schedule A and applicable signed addenda. The parties acknowledge the $1,500 reservation credit, $2,500 beta total, $1,000 Activation balance, and the cancellation policy in Sections 6.2 and 6.3. No recurring subscription or automatic renewal is authorized.

Provider

Provider legal name

Provider authorized signer and title

Provider signature

Provider signature date

Customer

Customer legal name

Customer authorized signer and title

Customer signature

Customer signature date

Additional required approval or attestation reference

Activation Record

This record is separate from the initial reservation signatures. Both parties sign after the required live tests pass and the agreed access, training, security and agency prerequisites are complete. The Activation start must not precede either signature. This record does not authorize recurring billing.

Agreement reference

Test evidence and approved data schedule references

Activation date, time and time zone

Initial beta end date and time

Provider Activation signature

Provider Activation signature date

Customer Activation signature

Customer Activation signature date

Both parties confirm that the agreed scope is available, the required acceptance criteria passed, and the applicable training, security and agency prerequisites are complete. The $1,500 reservation credit has been applied. The remaining $1,000 is invoiced under Section 3 and the approved public payment rules.

Florida Public Records Rider

This Rider applies whenever Florida Statutes Section 119.0701 governs the services. Mandatory duties apply regardless of an applicability selection. Customer confirms applicability and completes the custodian details before execution when required. Additional agency-required terms must be attached.

Florida Rider Section 119.0701 applies

☐

Florida Rider Section 119.0701 does not apply

☐

Basis or agency counsel review reference

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Florida public records custodian telephone

Florida public records custodian email

Florida public records custodian mailing address

Custodian name and title

Records duties

Provider shall comply with public records laws and keep and maintain the public records Customer requires to perform the services. Upon the public records custodian's request, Provider shall supply a copy of the requested records or allow inspection or copying within a reasonable time, at a cost not exceeding the amount permitted by Chapter 119 or other applicable law.

Provider shall ensure that exempt or confidential and exempt public records are disclosed only as authorized by law during the contract and, if Provider retains the records, following completion. At completion, Provider shall transfer all public records in its possession to Customer at no cost or keep and maintain the records Customer requires for the services. If Provider transfers the records, it shall destroy duplicate exempt or confidential and exempt public records as required by law. If Provider retains the records, it shall satisfy all applicable retention requirements. All electronically stored records shall be provided, upon the custodian's request, in a format compatible with Customer's information technology systems. Statutory access, enforcement and notice requirements override conflicting terms.

Provider rider signature

Provider rider signature date

Customer rider signature

Customer rider signature date