



ORDER FORM

Perry Weather, Inc.
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219
(referred to herein as “*Perry Weather*”)

GENERAL INFORMATION	
Customer Name	City of Sunrise, FL
Customer Address	10770 W Oakland Park Blvd. Sunrise, FL 33351
Tax Exempt Status	<i>If your entity is tax exempt, please email an exemption certificate to billing@perryweather.com to remove sales tax from your invoices.</i>
Perry Weather Sales Contact	Noah Polston

PRIMARY CUSTOMER CONTACT	
Full Name	
Title	
Email	
Phone	

EMAIL INVOICES TO	
Accounts Payable Email	
Other Email(s)	

ORDER INFORMATION	
Quote ID	20260415-192327213
Order Start Date	07/15/2026
Order End Date	07/14/2031
Standard Billing Cycle Start Date (if different from Order Start Date)	
Standard Billing Period	Annual
Additional Terms	PW Terms are amended as follows: Appendix 1, City of Sunrise Terms apply, and are incorporated into PW Terms by reference. Should the Parties be involved in legal action arising under, or connected to this Agreement, each party will be responsible for their own attorneys' fees and costs. Governing Law shall be the laws of the State of Florida and venue Location for any dispute, including arbitration, shall be Broward County, Florida. Both Parties hereby agree to waive a jury trial and will proceed to a trial by judge if necessary. The following shall apply to Section 9.2: The maximum liability for any third-party claim under Customer's obligation shall not exceed sovereign immunity limitations of two-hundred thousand dollars (\$200,000) for any one claim or judgement, or three-hundred thousand dollars (\$300,000) arising out of the same incident or occurrence, unless said limitation is higher pursuant to s.768.28 Fla. Statutes at the time the incident or occurrence. Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. For this Order Form, annual pricing increases will be limited to the lesser of the Consumer Price Index or five percent (5%) for the duration of this Order Form. Customer may terminate this Order Form upon any anniversary of the Order Start Date, or if a Standard Billing Cycle Start Date is specified, upon any anniversary of the Standard Billing Cycle Start Date, by providing at least sixty (60) days' prior written notice.

This Order Form is governed by and incorporates by reference the Perry Weather Terms and Conditions (“PW Terms”) as attached or as previously agreed between the parties, together with any attachments, addenda, and Additional Terms herein. The PW Terms, together with any attachments, addenda, and Additional Terms herein, shall also govern all previously executed Order Forms, notwithstanding any conflicting terms in such prior agreements. Capitalized terms used but not defined in this Order Form will have the meanings ascribed thereto in the PW Terms. **By signing below, you represent and warrant that you have the authority to execute this Order Form and bind Customer to its terms.**

Customer:

By: _____

Name: Andrew Lopez

Perry Weather:

By: _____

Name: Evan Benet

DocuSigned by:
Evan Benet
8F24525B75E045E...

Title: _____

Title: Chief Revenue Officer

City Of Sunrise, FL - Complete Weather
Safety System (16 unit bundle)



City of Sunrise, FL
Sunrise, FL

Andrew Lopez
alopez@sunrisefl.gov

Reference: 20260415-192327213
Quote expires: August 27, 2026

Quote Highlights:

- Up to 16 monitored locations (no additional locations purchased)
- 16 hardware units with installation and shipping

Item & Description	Quantity	Unit Price	Total
Software + Outdoor Warning System (OWS) Subscription Bundle	16	\$4,800.00 / year	\$38,400.00 / year after 50% discount
Unit Upgrade - Weather Station Add-On Add a weather station to an existing outdoor warning sys- tem to create a combined unit (OWX)	1	\$600.00 / year	\$0.00 / year after 100% discount
Shipping	16	\$500.00	\$6,400.00 after 20% discount
Professional Hardware Installation White-glove installation for one hardware unit from profes- sional Perry Weather technicians	16	\$1,600.00	\$25,600.00
Annual subtotal			\$38,400.00 after \$39,000.00 discount
One-time subtotal			\$32,000.00 after \$1,600.00 discount
Total			\$70,400.00

Applicable taxes, if any, not shown. Email tax exemption certificates to billing@perryweather.com. Subscriptions subject to annual market rate adjustments (5% or CPI inflation, whichever is greater), unless otherwise stated on an Order Form or Agreement.

Questions? Contact me. Noah Polston, noah@perryweather.com



PERRY WEATHER TERMS & CONDITIONS

1. **DEFINITIONS.** The following terms, when used in this Agreement, shall have the meanings set forth below unless otherwise specified.
 - 1.1. "Agreement" means these terms and conditions (the "PW Terms"), together with any applicable Ordering Documents, and any amendments, addenda, or supplemental documents expressly incorporated by reference. The Agreement governs the provision and use of Products and Services provided by Perry Weather to Customer.
 - 1.2. "Customer" means the individual(s) or entity entering into this Agreement with Perry Weather, as identified in the applicable Ordering Documents, and includes their successors or assigns to the extent permitted by the terms of this Agreement.
 - 1.3. "Ordering Documents" or "Ordering Document" means any written or electronic document provided by Perry Weather that specifies the details of the Products and Services to be delivered to the Customer. This includes, but is not limited to, Quotes and Order Forms as defined below, along with any amendments, addenda, or supplements thereto.
 - 1.3.1. "Quote" means a document that outlines the specific Products and Services being offered, along with associated fees.
 - 1.3.2. "Order Form" means a document that includes additional details such as start and end dates, billing period, and other administrative or logistical terms.
 - 1.4. "Perry Weather" means Perry Weather, Inc., a corporation organized under the laws of the State of Delaware, and its subsidiaries, affiliates, successors, and assigns.
 - 1.5. "Products and Services" means all products, services, solutions, and deliverables provided by Perry Weather, including but not limited to Software, Hardware (whether Subscription or Purchased), Meteorological Consulting, weather-related data, advisory services, training, and any other items or services offered by Perry Weather to Customer.
 - 1.5.1. "Software" means applications or technology other than Hardware provided by Perry Weather, including web-based and mobile applications, alerting services, firmware, or other software.
 - 1.5.2. "Hardware" means physical products provided by Perry Weather, such as outdoor warning systems, weather stations, or other equipment. Hardware is further categorized into Subscription Hardware and Purchased Hardware as defined below. If an Ordering Document does not explicitly specify whether the Hardware is Subscription or Purchased, and the amount shown is on a recurring basis (for example, "per year"), the Hardware will be deemed Subscription Hardware.
 - 1.5.2.1. "Subscription Hardware" means Hardware that will be owned by Perry Weather, the use of which is provided to Customer on a subscription basis.
 - 1.5.2.2. "Purchased Hardware" means Hardware that is sold to Customer and will be owned by Customer.
 - 1.5.3. "Meteorological Consulting" means weather forecasts, advisory services, or related consulting provided by Perry Weather to the Customer.
2. **AGREEMENT.**
 - 2.1. **SCOPE OF AGREEMENT.** Customer desires to contract with Perry Weather to provide Products and Services to support weather monitoring and operations. Perry Weather will provide the Customer with Products and Services as specified in the applicable Ordering Documents. The Customer agrees to use the provided Products and Services solely in accordance with the terms outlined in this Agreement and any accompanying documentation. Customer acknowledges that Perry Weather Products and Services are a tool to be used to support Customer's use case and not meant to be a standalone solution to prevent detrimental outcomes associated with weather related events or other situations.
 - 2.2. **CONFLICTS AND PRIORITY.** In the event of any conflict between the documents comprising this Agreement, the applicable Order Form shall take precedence inclusive of any addenda, attachments, or additional terms noted on such Order Form, followed by the Quote, then Appendix 1, and finally these PW Terms. Any additional terms or conditions such as purchase order terms or other terms provided by the Customer shall be subordinate to this Agreement, and this Agreement shall govern in the event of any conflict. To the extent a conflict exists, the provisions of the higher-priority document shall control, and the provisions of any lower-priority document shall be deemed subordinate and of no force or effect with respect to the conflicting subject matter.
 - 2.3. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between Perry Weather and the Customer regarding its subject matter, superseding all prior or contemporaneous communications, agreements, or representations, whether written or oral.
3. **PAYMENT.**
 - 3.1. **FEES AND PAYMENT SCHEDULE.** Customer will pay all fees specified in the Ordering Documents and agrees to the payment terms listed in each Ordering Document, as supplemented by these PW Terms. Unless otherwise set forth in an Ordering Document or invoice, payments for invoices are due upon receipt, regardless of whether any associated Hardware has been delivered or installed. Subscription fees are due and payable at the beginning of each subscription period, not in arrears. Payments made by credit card will be subject to an additional processing fee. Check payments should be made to: Perry Weather, 3102 Oak Lawn Ave, Ste 202, Dallas, Texas 75219.

3.1.1. **INVOICING FOR PRORATED PERIODS.** If an Ordering Document contains a Prorated Period as defined in Section 4, then the Prorated Period will be invoiced at the start of such Prorated Period, and another invoice will be due on the Standard Billing Cycle Start Date for the Standard Billing Period (e.g. annual).

3.2. **LATE PAYMENTS.** Late payment fees will be charged as follows: one percent (1%) per month will be charged for any payment that is more than 30 days late.

3.3. **TAXES.** Prices do not include any applicable sales, use, excise, or other taxes, duties, or government assessments. Customer is responsible for all such taxes arising from this Agreement, except for taxes based on Perry Weather's income or gross receipts. Any taxes that Perry Weather is required to collect and remit will be separately stated on Customer's invoice and must be paid in accordance with the payment terms of this Agreement.

3.4. **MARKET RATE ADJUSTMENTS.** To ensure the continued quality and sustainability of Products and Services provided under this Agreement, Perry Weather reserves the right to adjust rates annually. Such adjustments may reflect changes in operating costs due to inflation and other economic factors. During the term of the Agreement, rates are subject to increase annually, limited in non-renewal years to the greater of: the Consumer Price Index for all Urban Consumers (CPI), or five percent (5%).

4. **TERM AND TERMINATION.**

4.1. **INITIAL TERM.** The initial term of each Ordering Document shall begin on the Order Start Date specified in the applicable Ordering Document and shall continue until the Order End Date specified therein (the "Initial Term"). If the Order Start Date is not specified in the Ordering Document, the Initial Term shall commence on the date of execution of such Ordering Document, or in the absence of such date, the date of execution of this Agreement.

4.2. **RENEWAL TERMS.** Unless otherwise specified in an Ordering Document, each Ordering Document shall automatically renew for successive terms equal in length to the Initial Term and exclusive of any Prorated Period (each, a "Renewal Term"), unless either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term.

4.3. **SPECIAL SITUATIONS.** The following terms may apply under certain special circumstances described below:

4.3.1. **PRORATED PERIOD.** In some cases, a customer may wish to begin services immediately but align annual invoicing to their fiscal year. Therefore, if an Ordering Document specifies a Standard Billing Cycle Start Date, the "Prorated Period" is the initial partial term from the Order Start Date to the Standard Billing Cycle Start Date. The remainder of the Initial Term continues from the Standard Billing Cycle Start Date until the Order End Date.

4.3.2. **COTERMINOUS RENEWAL.** In some cases, a customer may order additional Products and Services for a term of less than one year to align with an existing renewal cycle. For example, if a customer's renewal cycle starts January 1, and they purchase additional services on August 15, they may specify an Order End Date of December 31 with the intent to align it with the existing cycle. Therefore, the Renewal Term of such an Ordering Document shall align with that of a prior Ordering Document, as indicated by the Order End Date of the most recent Ordering Document.

4.3.3. **MULTIPLE ORDERING DOCUMENTS.** This Agreement shall remain in effect so long as any Ordering Document governed by these PW Terms remains active. The termination or expiration of an individual Ordering Document shall not affect the validity or enforceability of any other active Ordering Document.

4.4. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement immediately upon written notice if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within 30 days of receiving written notice of the breach.

4.5. **EFFECTS OF TERMINATION.** The termination of this Agreement will not entitle Customer to a refund, in whole or in part, of any amounts paid for Purchased Hardware. Upon and after termination or expiration of this Agreement, all licenses and rights of use granted under this Agreement will immediately terminate.

4.6. **RETURN OF HARDWARE UPON TERMINATION.** Because Subscription Hardware remains the property of Perry Weather, it is important for Perry Weather to receive it back upon expiration or termination of the applicable Ordering Document to ensure it can be properly serviced and repurposed. Upon termination or expiration of the applicable Ordering Document, Customer agrees to: (i) deliver, at Customer's sole cost and expense, the Subscription Hardware to Perry Weather in good condition, ordinary wear and tear resulting from proper use thereof alone excepted, per instructions provided by Perry Weather at such time; or (ii) allow Perry Weather to enter the premises occupied by the Subscription Hardware to remove such Subscription Hardware. If Customer prefers Perry Weather to handle the uninstallation and retrieval, Customer acknowledges that service fees will apply to cover the cost of Perry Weather labor, travel, and associated expenses.

5. **HARDWARE.**

5.1. **SUBSCRIPTION HARDWARE.**

5.1.1. **PERRY WEATHER MAINTENANCE.** Perry Weather will be responsible for maintenance and repair to any Subscription Hardware, including parts and shipping but excluding labor and travel (which will be charged at Perry Weather's customary rates), due to defective components or workmanship, or damage or malfunction caused by wind, hail, or lightning. Most parts are designed to be easily replaceable by Customer, minimizing the need for on-site service. To assist Customer, Perry Weather may provide phone and video support to guide Customer through troubleshooting and performing service work, ensuring issues are resolved quickly and efficiently. If onsite service

is required, Perry Weather incurs significant expenses for travel and logistics to provide expert support from our technicians, and therefore labor and travel charges are not included in our standard maintenance coverage.

- 5.1.2. **CUSTOMER MAINTENANCE.** Except as provided in Section 5.1.1, Customer will be responsible for maintenance and repair to Subscription Hardware (and will pay Perry Weather its normal and customary fees associated with such repairs if performed by Perry Weather), including, but not limited to, damage caused by vandalism, tampering, unauthorized modification or relocation, misuse or accident, damage caused by improper self-installation, or theft.
- 5.1.3. **MAINTENANCE PROCEDURE.** Customer will promptly notify Perry Weather within five (5) business days following any event or occurrence that would require maintenance or repair to the Subscription Hardware. Perry Weather will have the right at any time, following seventy-two (72) hours prior written notice to Customer, to enter the premises occupied by the Subscription Hardware and will be given free access thereto and afforded necessary facilities for the purpose of inspection and repair.
- 5.1.4. **OWNERSHIP.** Title to any Subscription Hardware will at all times remain in Perry Weather, and Customer will have only the right to retain the possession of said Subscription Hardware pursuant to the conditions in this Agreement. All additions and improvements to the Subscription Hardware of any kind will automatically and immediately become the property of Perry Weather and subject to the terms of the Agreement.
- 5.1.5. **ENCUMBRANCE RESTRICTIONS.** Customer will give Perry Weather immediate notice of any claim, levy, lien, or legal process issued against the Subscription Hardware. Customer will not place, nor allow to be placed, the Subscription Hardware in the possession of any other party, save and except to return the Subscription Hardware to Perry Weather. Customer hereby agrees that it will not, nor will it allow, the Subscription Hardware to be encumbered in any form. Customer will not allow any lien to be placed upon the Subscription Hardware, will not pledge the Subscription Hardware as collateral for any debt, current or future, and will immediately notify Perry Weather of any legal actions, proceedings or the threat thereof, which might result in the encumbrance of the Subscription Hardware.

5.2. **PURCHASED HARDWARE.**

- 5.2.1. **PURCHASED HARDWARE WARRANTY.** Perry Weather warrants that the Purchased Hardware will conform in all material respects to Perry Weather's published specifications for a period of one (1) year from the date of receipt of Purchased Hardware, with such warranty period extendable if an extended warranty is purchased. This warranty applies only to the original Customer and only covers failures due to defects in materials or workmanship that occur during normal operation. It does not cover basic maintenance (such as solar panel cleaning or clearing clogged rain gauges), damage caused by improper self-installation, failures that are caused by products not supplied by Perry Weather, or failures that result from accident, vandalism, misuse, tampering or abuse, mishandling, unauthorized alteration, modification or relocation, lightning or other weather events, line power surge, or events of Force Majeure. Perry Weather's obligation under this warranty will be limited to exchange or replacement of any Purchased Hardware or parts (excluding labor costs or installation) that prove defective under normal use within one (1) year from date of Customer's receipt of Purchased Hardware, and upon which Perry Weather's examination reveals to Perry Weather's satisfaction to be defective.

5.3. **ALL HARDWARE.** The provisions of this section are applicable to all Hardware provided by Perry Weather to Customer pursuant to the Agreement, including both Subscription Hardware and Purchased Hardware.

- 5.3.1. **BATTERY WARRANTY.** Perry Weather warrants that the battery included in Hardware will remain operational for a period of one (1) year from the date of receipt of Hardware, provided that the respective Hardware is fully installed and operational within three (3) months of receipt. Batteries that are not installed within this period are excluded from this warranty as they may experience a reduction in life due to delays in installation.

5.3.1.1. **BATTERY WINTERIZATION REQUIREMENT.** During winter months, battery life can quickly diminish on solar-charged Hardware that is installed in certain geographical areas, due to extended cloud cover or insufficient sunlight. Therefore, if Customer installs Hardware with a solar-charged battery in an area requiring winterization, proper winterization of the battery is required, otherwise the battery warranty set forth above in Section 5.3.1 will be void. Customer will be advised during the sales and/or onboarding process if Hardware requires winterization. For Hardware requiring winterization, each year, during the period of December 1 through March 31, Customer must elect one of the following winterization options: (i) Manual Winterization: first physically disconnect the solar panel, then remove the battery and store it indoors on a battery maintainer, supplied by Customer, for the duration of the winterization period; or (ii) Remote System Shutoff: Perry Weather will remotely disable the Hardware for the duration of the winterization period. In either case, Perry Weather will provide guidance and support to assist with the selected option.

- 5.3.2. **HARDWARE USE, ALTERATIONS, AND LOSS.** Customer will use the Hardware in accordance with the Agreement and will comply with all laws, ordinances, regulations, and reasonable instructions from Perry Weather relating to the installation, operation, and maintenance of the Hardware. Customer agrees not to alter, modify, or perform service or maintenance on any Hardware without prior written permission and instruction from Perry Weather. Failure to follow Perry Weather's instructions regarding self-installation, service, or maintenance will void any applicable warranties. The amount payable under this Agreement will not be reduced by the loss of use of any

Hardware. No loss of or damage to the Hardware will impair any obligation of Customer under this Agreement, and all such obligations will continue in full force and effect until otherwise discharged. Customer's sole remedy, and Perry Weather's sole liability, for losses caused by damaged, defective, or malfunctioning Hardware shall be to repair or replace the Hardware subject to the warranties provided herein.

- 5.3.3. **HARDWARE REPAIR SERVICES WARRANTY.** Any Hardware repair and maintenance services performed by Perry Weather are warranted for a period of twelve (12) months from the date of service. Customer's sole remedy, and Perry Weather's sole liability, for inadequate or defective repair or maintenance services is limited to reperforming the services as necessary at no additional cost to the Customer. This warranty does not cover issues arising from unauthorized modifications, misuse of Hardware, or other factors unrelated to the service provided.
- 5.3.4. **HARDWARE RELOCATION.** If Customer desires that Perry Weather physically relocate Hardware after initial installation, additional service fees will apply.
- 5.3.5. **SUPPORT STRUCTURES.** Customer will be solely responsible for the maintenance, upkeep, and repair of all support structures, such as mounts, poles, and related components used in connection with the Hardware. This responsibility applies whether such support structures are pre-existing or newly installed by the Customer or by Perry Weather.
- 5.3.6. **HARDWARE ADVISORIES.** Perry Weather is committed to providing high-quality hardware designed for reliable performance, and advisories described in this section are uncommon. However, if Perry Weather recommends to Customer any repairs, maintenance, or other actions to the Hardware that are necessary to ensure proper operation, and the Customer fails to respond or declines to implement such recommendations within a reasonable timeframe, Perry Weather will not be liable for any resulting damages, malfunctions, or failures caused by the Customer's failure to take the appropriate action. For clarity, this clause does not obligate Perry Weather to monitor or notify the Customer of hardware malfunctions or needed repairs.

6. LICENSE AND INTELLECTUAL PROPERTY.

- 6.1. **LICENSE GRANT.** Perry Weather grants Customer a limited, non-exclusive, non-transferable, revocable license to access and use the Products and Services during the term of this Agreement for the purpose of their intended use, solely for Customer's internal business purposes. This license does not transfer any ownership rights to Customer, nor does it confer any rights beyond those expressly stated in this Agreement. All rights not expressly granted to Customer under this Agreement are reserved by Perry Weather.
- 6.2. **OWNERSHIP OF INTELLECTUAL PROPERTY.** Perry Weather retains all rights, title, and interest in and to the Products and Services (excluding title to Purchased Hardware), including all documentation, trademarks, proprietary technology, weather-related data, and all other intellectual property (collectively, "Perry Weather IP"). This includes, without limitation, all improvements, modifications, derivative works, and updates to Perry Weather IP, whether created by Perry Weather or derived from Customer's feedback or suggestions, which are hereby irrevocably assigned by Customer to Perry Weather. Perry Weather is the sole and exclusive owner of all weather-related data collected, generated, or processed through its Products and Services (including Purchased Hardware), regardless of whether it is collected through Customer's use of such products or through other sources. Customer's ownership of Purchased Hardware is limited solely to title to the physical hardware itself. Perry Weather retains all rights, title, and interest in and to any embedded software, firmware, or other intellectual property incorporated in or associated with the Purchased Hardware. The purchase of the hardware does not transfer any rights in or to such intellectual property, which remains the sole property of Perry Weather. Customer may use the embedded software or firmware solely as authorized under this Agreement and solely for the operation of the Purchased Hardware during the term of this Agreement. Any other use is strictly prohibited.
- 6.3. **RESTRICTIONS ON USE.** Customer will not, and will not permit any third party to: (a) decompile, disassemble, reverse engineer, or attempt to derive the source code of the Software or Hardware; (b) copy, modify, adapt, translate, create derivative works of, sublicense, distribute, lease, rent, or otherwise make the Software or Hardware available to any third party; (c) use the Software, Hardware, or Perry Weather IP to develop, train, or assist any competitive service, product, or technology; or (d) remove, alter, or obscure any proprietary notices, labels, or marks on the Software, Hardware, or related documentation.
- 6.4. **TERMINATION OF ACCESS.** Upon termination or expiration of this Agreement, all rights granted to Customer under this Agreement will terminate immediately, and Customer will cease all use of the Products and Services. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either party to this Agreement.

7. DISCLAIMERS.

- 7.1. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PRODUCTS AND SERVICES, AND DATA DISPLAYED THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE PROVIDED HEREIN, PERRY WEATHER MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO CUSTOMER, OR TO ANY AUTHORIZED USER OR THIRD PARTY, INCLUDING ANY WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- 7.2. **ACKNOWLEDGEMENT OF WEATHER DATA LIMITATIONS.** Perry Weather strives to provide accurate and reliable weather data; however, due to the inherent complexities of meteorology and environmental factors, it is important to acknowledge certain limitations. Weather and environmental data, including temperature, wet bulb globe temperature

(WBG), lightning detection, and other data, are inherently subject to variability and uncertainty due to the nature of meteorology and measurement limitations. Even when data is sourced from on-site sensors provided by Perry Weather, errors, inaccuracies, or delays may occur due to equipment malfunction, environmental interference, software errors, or factors outside Perry Weather's control. Perry Weather does not and cannot guarantee that any weather-related data, alerts, or recommendations will be error-free, uninterrupted, or precise.

- 7.3. **ACKNOWLEDGMENT OF SERVICE LIMITATIONS.** Perry Weather provides advisory tools to assist with decision-making and enhance safety. However, these tools are not a substitute for independent judgment, additional safety measures, or common sense. While Perry Weather strives for accurate and timely data, Perry Weather makes no representation that data provided will be precise. Products and Services are provided on an "as is" and "as available" basis, as provided in this Agreement. Any reliance on Perry Weather's offerings is at the sole risk of the Customer. Customers should always consider multiple factors and resources when making critical decisions.
- 7.4. **LIABILITY WAIVER.** PERRY WEATHER WILL NOT BE HELD LIABLE FOR ANY CONSEQUENCES, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE, ARISING FROM RELIANCE ON ITS PRODUCTS AND SERVICES, INCLUDING DATA, ALERTING, AND RECOMMENDATIONS. BY USING PERRY WEATHER'S PRODUCTS, CUSTOMER ASSUMES ALL ASSOCIATED RISKS. EXPERIENCE HAS PROVEN THAT THE TIMELINESS, RESOLUTION AND MANNER IN WHICH LIGHTNING DATA IS DISPLAYED DOES NOT SOLELY SUPPORT THE EFFECTIVE OR RELIABLE USE OF THE DATA IN MAKING DECISIONS OF AN IMMEDIATE OR SHORT-TERM NATURE THAT INVOLVE THE SAFETY OF PERSONNEL OR ASSETS. ANY SUCH APPLICATIONS OR SIMILAR USES BY CUSTOMERS ARE DONE AT THE RISK OF THE USER AND ARE NEITHER CONDONED NOR RECOMMENDED BY PERRY WEATHER, VAISALA (PERRY WEATHER'S SUPPLIER OF LIGHTNING DATA), VAISALA'S SUPPLIERS, OR PERRY WEATHER'S OTHER THIRD-PARTY PROVIDERS.

8. **LIMITATION OF LIABILITY.**

- 8.1. **GENERAL LIMITATION.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, PERRY WEATHER'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING DEFENSE AND INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9, SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO PERRY WEATHER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.
- 8.2. **EXCLUSION OF CERTAIN DAMAGES.** IN NO EVENT SHALL PERRY WEATHER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, REPUTATIONAL HARM, LOSS OF DATA, OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.
- 8.3. **CUSTOMER RESPONSIBILITY.** PERRY WEATHER'S LIABILITY DOES NOT EXTEND TO CLAIMS, DAMAGES, OR LOSSES ARISING FROM: (I) THE CUSTOMER'S FAILURE TO FOLLOW RECOMMENDATIONS, PERFORM MAINTENANCE, OR ADDRESS ADVISORIES REGARDING THE PRODUCTS AND SERVICES; (II) UNAUTHORIZED MODIFICATIONS OR IMPROPER INSTALLATION OF HARDWARE BY THE CUSTOMER; AND (III) USE OF PRODUCTS AND SERVICES, INCLUDING DATA, IN A MANNER INCONSISTENT WITH THE DOCUMENTATION OR GUIDELINES PROVIDED BY PERRY WEATHER.
- 8.4. **SURVIVAL OF LIMITATIONS.** THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND APPLY TO ALL CLAIMS ARISING FROM THIS AGREEMENT, REGARDLESS OF WHEN THEY OCCUR.

9. **INDEMNIFICATION.**

- 9.1. **PERRY WEATHER OBLIGATIONS.** Perry Weather will defend and indemnify Customer for any amount finally awarded by a court of competent jurisdiction or agreed by Perry Weather in a settlement regarding any third-party claim, suit, or proceeding arising out of or alleging (i) that Customer's use of the Products and Services infringes a United States patent or copyright, or (ii) personal injury or property damage related to Perry Weather's gross negligence or willful misconduct when any Perry Weather employee or contractor is on-site at Customer's premises (the "PW Indemnified Claims"). The foregoing states the entire liability of Perry Weather with respect to infringement of patents or copyrights by any Products and Services provided by Perry Weather. The PW Indemnified Claims do not include, and Perry Weather's indemnification and defense obligations do not apply to, any claim, suit, loss, or proceeding to the extent that it arises out of: (i) Customer's breach of this Agreement, gross negligence, or willful misconduct, (ii) events of Force Majeure, or (iii) data, software, or hardware originating from a party other than Perry Weather.
- 9.2. **CUSTOMER OBLIGATIONS.** To the extent permitted by law, Customer agrees to indemnify, defend and hold Perry Weather, its affiliates, and their respective officers, directors, employees and agents harmless from and against all third-party claims, losses, liabilities, damages, expenses and costs, including attorney's fees and court costs, arising out of or resulting from personal injury or property damage (i) due to self-installation of Hardware by Customer or that arises from Customer's gross negligence or willful misconduct, (ii) that are attributable to any acts or omissions of Customer while using or otherwise accessing the Products and Services, or (iii) that arises from Customer's breach of its obligations under this Agreement. The maximum liability for any third party claim under Customer's obligation shall not exceed sovereign immunity limitations of two-hundred thousand dollars (\$200,000) for any one claim or judgement, or three-hundred

thousand dollars (\$300,000) arising out of the same incident or occurrence, unless said limitation is higher pursuant to s.768.28 Fla. Statutes at the time the incident or occurrence. Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

- 9.3. **INDEMNIFICATION PROCEDURE.** The party seeking indemnification will provide the indemnifying party with prompt written notice of any claim and give complete control of the defense and settlement of the indemnifying party, and will cooperate with the indemnifying party, its insurance company, and its legal counsel in its defense of such claim(s); if, however, Perry Weather is indemnifying Customer for a claim that the Products and Services infringe the intellectual property rights of a third party, Perry Weather will have complete control of the defense and settlement of said claim. This indemnity will not cover any claim in which there is a failure to give the indemnifying party prompt notice to the extent such lack of notice prejudices the defense of the claim. In the defense or settlement of a claim, or if use of the Products and Services is enjoined, Perry Weather may, at its expense and option: (a) procure for Customer the right to continue using the Products and Services; (b) replace or modify the Products and Services so they become non-infringing; or if neither of these is practical, (c) grant Customer a credit for the Purchased Hardware as depreciated and accept return of the Purchased Hardware as applicable. Depreciation will be an equal yearly amount over the lifetime of the Purchased Hardware, as determined by Perry Weather. Perry Weather will not be liable to Customer for any claim that is based upon: (i) use of the Products and Services in modified form or in a manner for which they were not designed; (ii) use of the Products and Services in combination with goods or services not provided by Perry Weather; (iii) use of the Products and Services in practicing any process; or (iv) the furnishing to Customer of any information, service or applications assistance.

10. **DISPUTE RESOLUTION AND GOVERNING LAW.**

- 10.1. **GOVERNING LAW.** The Contract shall be governed by the laws of the State of Florida. Except as set forth in the indemnification section of the Contract, should the Parties be involved in legal action arising under, or connected to, this Contract, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

11. **SECURITY, DATA, AND PRIVACY.**

- 11.1. **CONFIDENTIAL INFORMATION.** As used in this Agreement, "Confidential Information" means all trade secrets, data, and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if the disclosing party has taken reasonable measures to keep such information confidential such as marking "Confidential" on such documents. Confidential Information shall not include any information which (A) was publicly known prior to the time of disclosure by the disclosing party, or becomes publicly known after disclosure by the disclosing party through no action or inaction of the receiving party in violation of this Agreement; (B) is already in the possession of the receiving party at the time of disclosure by the disclosing party; (C) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (D) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.
- 11.2. **USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION.** The receiving party will only use and disclose the disclosing party's Confidential Information as reasonably necessary to deliver or use the Products and Services, or as otherwise reasonably necessary to comply with this Agreement or applicable law. Any other use or disclosure to a third-party is prohibited unless expressly permitted in writing by the disclosing party. The receiving party agrees to hold the disclosing party's Confidential Information in strict confidence and use reasonable measures to protect it as confidential. The receiving party shall be permitted to disclose Confidential Information to third-parties only to the extent required by law, provided that the receiving party gives the disclosing party prompt written notice of such requirement and upon the request of the disclosing party, the receiving party cooperates in good faith and at the expense of the disclosing party in any reasonable and lawful actions which the disclosing party takes to resist such disclosure or limit the information to be disclosed.
- 11.3. **OTHER DATA.** As part of its network of weather stations, Perry Weather may share weather data and imagery collected from Hardware with its broader customer base to enhance the overall value of the network. Customer also benefits from access to this aggregated network of data. Customer acknowledges and agrees that all weather data and imagery collected from Hardware is owned exclusively by Perry Weather and does not constitute Confidential Information of Customer. Perry Weather may use, share, and distribute such data and imagery at its sole discretion.
- 11.4. **SECURITY RESPONSIBILITIES AND ACCESS.** Perry Weather and Customer each agree to take commercially reasonable measures to protect their respective systems and Confidential Information. Perry Weather is responsible for implementing and maintaining adequate safeguards to protect the security, confidentiality, and integrity of the Products and Services, including access controls and monitoring. Customer shall ensure that access credentials, systems, and devices under its control are protected against unauthorized access or use and will promptly notify Perry Weather of any suspected security issues related to its use of the Products and Services. Each party agrees to cooperate in good faith to address any security concerns that may arise.
- 11.5. **SECURITY INCIDENT NOTIFICATION.** In the event Perry Weather becomes aware of a confirmed security incident that materially impacts the confidentiality, integrity, or availability of Confidential Information, Perry Weather will use

commercially reasonable efforts to notify Customer as soon as reasonably practicable. Such notification may include a summary of the incident and any steps Perry Weather is taking to address it. Perry Weather will provide additional information as it becomes available, to the extent reasonably necessary for the Customer to meet its own regulatory or business obligations.

- 11.6. **USE OF THIRD-PARTY PROCESSORS.** Perry Weather may engage third-party service providers to assist in delivering its Products and Services, including for hosting, data processing, and other operational purposes. Perry Weather will take reasonable steps to ensure that such third-party providers implement security and confidentiality measures appropriate to the nature of their services and the sensitivity of Customer's Confidential Information. Upon request, Perry Weather will provide additional details about its use of third-party processors, subject to reasonable confidentiality restrictions.
- 11.7. **DATA RETENTION AFTER TERMINATION.** Upon termination or expiration of this Agreement, Perry Weather may retain Customer-related data necessary for operational, archival, or backup purposes. This includes data collected from Hardware, which remains the property of Perry Weather and may continue to be used as part of Perry Weather's network of weather stations. Any retained data will be safeguarded in accordance with the confidentiality and security standards set forth in this Agreement. Retention of Customer-related data will be limited to what is necessary to fulfill Perry Weather's legal, regulatory, or business obligations, or to maintain the integrity of its systems and backups.
- 11.8. **PRIVACY POLICY.** Perry Weather's collection, use, retention, and protection of data, including any Customer-related data, is governed by Perry Weather's "Privacy Policy", which is incorporated into this Agreement by reference. The Privacy Policy outlines Perry Weather's practices regarding the confidentiality, security, and retention of data. By entering into this Agreement, the Customer acknowledges and agrees to the terms of the Privacy Policy as it may be updated from time to time. The current version of the Privacy Policy is available at <https://perryweather.com/privacy/>. Any material changes to the Privacy Policy will be communicated in accordance with the terms set forth in the Privacy Policy.

12. GENERAL PROVISIONS.

- 12.1. **ASSIGNMENT.** Except to the extent assigned as a part of the bona fide sale of all or substantially all of its assets or as a part of a merger, division, sale, or other corporate transaction in any case not effected for the purpose of avoiding obligations under this Agreement, neither party will assign this Agreement, or any interest in this Agreement, without the other party's prior written consent, which consent will not be unreasonably withheld. Except in connection with a permitted assignment, Customer will not provide access to Products and Services, or any part of it, to any third parties without Perry Weather's prior written consent, which consent will be in Perry Weather's sole discretion. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 12.2. **EXTRAORDINARY CIRCUMSTANCES.** Perry Weather will not be held liable for delays, interruptions, nonperformance, or failures in service resulting from factors beyond its control, including but not limited to work stoppages, pandemics, floods, lightning, cyber-attacks, brute force attacks, acts of terrorism, Acts of God, internet outages, server failures, third-party data provider disruptions, espionage, sabotage, or any other causes beyond its reasonable control (collectively, "Force Majeure").
- 12.3. **EQUITABLE REMEDIES.** The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties will be entitled to seek equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity. Perry Weather's pursuit of equitable relief does not preclude the recovery of damages for any breach of this Agreement.
- 12.4. **NOTICES.** All notices, requests, consents, claims, demands, advisories, waivers, and other communications under this Agreement (each, a "Notice") will be in writing to the parties at the addresses set forth in the Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices will be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email, or certified or registered mail with return receipt requested and postage pre-paid. Notices sent to Customer may also be delivered by email to software users of Customer with a permission level designated as "Admin." Email notices sent to Perry Weather shall be delivered to legal@perryweather.com, unless otherwise specified in the Agreement. Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and in the case of email, upon delivery of such email, and (b) if the party giving the Notice has complied with the requirements of this section.
- 12.5. **SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 12.6. **WAIVER.** No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 12.7. **RELATIONSHIP OF THE PARTIES.** Nothing herein will be construed to create a joint venture or partnership between the parties hereto or an employee/employer or agency relationship. Neither party hereto will have any express or implied

right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

- 12.8. **SURVIVAL.** Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, will so survive regardless of the cause and even if resulting from the material breach of either party to this Agreement. This includes, but is not limited to, provisions related to indemnity, limitation of liability, warranty disclaimers, ownership of intellectual property, and dispute resolution. Each of the sections contained in this Agreement will be enforceable independently of every other section in this Agreement, and the invalidity or non-enforceability of any section will not invalidate or render unenforceable any other section contained in this Agreement.
- 12.9. **AMENDMENTS.** Perry Weather is continually evolving its Products and Services to deliver additional value to customers, and from time to time, this may require updates to these PW Terms to reflect those changes or address other business needs. Therefore, Perry Weather may amend this Agreement from time to time by sending Customer written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Customer first gives Perry Weather written notice of rejection of the amendment. In case of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Customer's next renewal term following the Proposed Amendment Date (unless Customer first terminates this Agreement). This Agreement may not be amended in any other way except through a written agreement signed by Perry Weather and Customer.
- 12.10. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which when executed will be deemed to be an original but all of which will constitute one and the same Agreement. This Agreement may also be accepted and executed through a signed Ordering Document, which references and incorporates these terms.
- 12.11. **NO RELIANCE ON REPRESENTATIONS, WARRANTIES, AND STATEMENTS.** Customer acknowledges that it is not relying on any representation, warranty, or statement not expressly set forth in this Agreement or written communications expressly incorporated herein.

Appendix "1" – City of Sunrise Terms and Conditions

Governing Law

The Agreement shall be governed by the laws of the State of Florida. Should the Parties be involved in legal action arising under, or connected to this Agreement, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

Non-Discrimination

The Perry Weather warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate 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 execution of this Agreement Perry Weather represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

Public Records

Perry Weather shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that Perry Weather and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, Perry Weather shall:

- (a) Keep and maintain public records required by the Customer to perform the services provided hereunder.
- (b) Upon request from the Customer's custodian of public records, provide the Customer 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.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Perry Weather does not transfer the records to the Customer.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Customer all public records in the possession of Perry Weather or keep and maintain public records required by the Customer to perform the service. If Perry Weather transfers all public records to the Customer upon completion of the Agreement, Perry Weather shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Perry Weather keeps and maintains public records upon completion of the Agreement, Perry Weather shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

If Perry Weather fails to comply with the requirements in this Section, the Customer may enforce these provisions in accordance with the terms of this Agreement. If Perry Weather fails to provide the public records to the Customer within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF PERRY WEATHER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PERRY WEATHER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PERRY WEATHER SHOULD CONTACT THE CUSTOMER'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK @SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate 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 the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Perry Weather represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

Scrutinized Company

- (a) Pursuant to Section 287.135, Florida Statutes, Perry Weather certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.
- (b) Pursuant to Section 287.135, Florida Statutes, in the event the Agreement is for one million dollars or more, Perry Weather certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Sectors List created pursuant to Section 215.473, Florida Statutes; and Perry Weather further certifies that it is not engaged in business operations in Cuba or Syria.
- (c) Pursuant to Section 287.135, Florida Statutes, Customer may, at the option of the City Commission, terminate this Agreement if Perry Weather is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran Sector List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

Electronic Recordkeeping

Perry Weather certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

ADA Compliance

Provider shall ensure that the System is fully accessible and compliant with the American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations, and that the System meets or exceeds the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.0 Level AA standard or any higher standard as may be adopted by the International Organization for Standardization. Upon request, Provider will provide the County with any accessibility testing results and written documentation verifying accessibility, as well as promptly respond to and resolve accessibility complaints.

E-Verify – Employment Eligibility

- (a) Perry Weather warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Perry Weather has: (1) registered with and use the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the Perry Weather's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.
- (b) Perry Weather shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Perry Weather shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.
- (c) Customer shall terminate this Contract if it has a good faith belief that Perry Weather has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If Customer has a good faith belief that Perry Weather's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Customer shall notify Perry Weather to terminate its contract with the subcontractor and Perry Weather shall immediately terminate its contract with the subcontractor.
- (d) If Customer terminates this Contract pursuant to the subsection (c) above, Perry Weather shall be barred from being awarded a future contract by Customer for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Perry Weather shall also be liable for any additional costs incurred by Customer as a result of the termination.

Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Perry Weather shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Perry Weather represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to Customer before execution

of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

Prohibited Telecommunications Equipment

Perry Weather represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Perry Weather represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

Antitrust Violations

Perry Weather has a continuous duty to disclose to the Customer if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list 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, Perry Weather certifies that 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 Customer consistent with Section 287.137, Fla. Stat. as amended.

Entities of Foreign Concern

The provisions of this section apply only if Perry Weather or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Perry Weather represents and certifies: (i) Perry Weather is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Perry Weather; and (iii) Perry Weather is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Perry Weather and any Subcontractor that will have access to personal identifying information shall submit to Customer under Section 23, Notices, executed Exhibit "1-A" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the Customer attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

Human Trafficking

Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the Customer are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed Exhibit "1-B" required affidavit, the Perry Weather represents and warrants that it does not use coercion for labor or services as provided by state law.

Insurance

Perry Weather agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as Customer's review or acceptance of insurance maintained by Perry Weather is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Perry Weather under the Agreement. Any coverage maintained by the Customer shall apply excess of, or contingent upon the absence of, insurance required or maintained by Perry Weather.

Commercial General Liability. Perry Weather agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000.00 Each Occurrence, \$2,000,000 Annual Aggregate. Perry Weather agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Perry Weather agrees to endorse the Customer as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise".

Worker's Compensation Insurance & Employers Liability. Perry Weather agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

Waiver of Subrogation. Perry Weather agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Perry Weather to enter into a pre-loss agreement to waive

subrogation without an endorsement, then Perry Weather agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Perry Weather enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Perry Weather agrees to provide Customer a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Perry Weather's insurer. If Perry Weather receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Perry Weather agrees to notify the Customer by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

Copy to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 752-2278

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Price Adjustments

For this Order Form, annual pricing increases will be limited to the lesser of the Consumer Price Index or five percent (5%) for the duration of this Order Form.

Termination

Customer may terminate this Order Form upon any anniversary of the Order Start Date, or if a Standard Billing Cycle Start Date is specified, upon any anniversary of the Standard Billing Cycle Start Date, by providing at least sixty (60) days' prior written notice.

Travel Expense Approval

If trips to City of Sunrise facilities are needed at the request of the City, the cost of those trips will need to be pre-approved by the City Manager or designee in advance of the travel arrangements being made. Travel will be reimbursed in accordance with the Sunrise City Code Section 2-2. – Travel expenses of the City of Sunrise City Code.

Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the Customer, shall be mailed to:

Procurement Manager

City of Sunrise

10770 West Oakland Park Blvd.

Sunrise, FL 33351

cc: City Attorney

City of Sunrise

10770 West Oakland Park Blvd.

Sunrise, FL 33351

Exhibit 1-A

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

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)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. 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)
5. 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)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: May 28, 2026 Signed: Colin M. Perry
 Entity: Perry Weather Name: Colin M. Perry
 Title: CEO

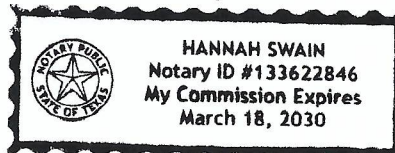
STATE OF Texas
 COUNTY OF Dallas

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of May, 2025, by Colin Perry for Perry Weather, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Hannah Swain
 Print Name: Hannah Swain

State of Texas at Large (Seal)

My commission expires: March 18, 2030



AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), 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 Sunrise.

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.

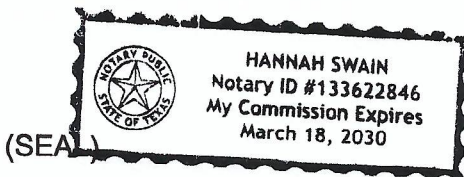
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

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 Human Trafficking Laws and that the facts stated in it are true.

Date: 05/28/2026
 Entity: Perry Weather
 Signature: Colin M. Perry
 Print Name: Colin M. Perry
 Title: CEO

STATE OF Texas
 COUNTY OF Dallas

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 28th day of May, 2026, by Colin Perry, as CEO of Perry Weather.



Hannah Swain
 Signature of Notary Public – State of Texas

Hannah Swain
 Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
 Type of Identification Produced _____