

RESOLUTION NO. 2025- 3452

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH SMOOTH FUSION, INC. FOR HOSTING AND SUPPORTING THE TOWN'S WEBSITE; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(2) OF THE TOWN CODE AS PROFESSIONAL SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") seeks to implement website server hosting services and specialty support and maintenance for the Town's website www.townofsurfsidefl.gov (the "Services"); and

WHEREAS, on Nov. 13, 2024, the Town contracted for the Services with Smooth Fusion, Inc. ("Contractor") for fiscal year 2025 ("Smooth Fusion FY2025 Contract"); and

WHEREAS, the Smooth Fusion FY2025 Contract expired on Sept. 30, 2025; and

WHEREAS, Contractor agrees to provide the Services for fiscal year 2026; and

WHEREAS, Contractor has provided a Proposal attached hereto as Exhibit "A" to provide the Services for fiscal year 2026, as more specifically described in the work orders ("Work Orders") at Exhibits "B" (50 Pre-Paid Block Hours for Website Support: \$9,250.00) and "C" (Tier 1 High-Security Hosting Package: \$ 16,900.00) in a total amount not to exceed \$26,150.00 plus any applicable taxes; and

WHEREAS, the Town wishes to enter into an agreement with the Contractor to provide the Services pursuant to Section 3-13(2) of the Town Code exempting professional services from competitive bidding, in substantially the forms attached hereto as Exhibits "A", "B" and "C" (the "Agreement"), subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney; and

WHEREAS, the Town Commission finds that it is in the best interest and welfare of the Town and its residents to approve the Agreement with the Contractor for the Services and proceed as indicated in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above-stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Town Manager Authorized: Agreement Authorized. The Town Manager is hereby authorized to enter into the Agreement with the Contractor for the Services, substantially in the forms attached hereto as Exhibits "A", "B" and "C" subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

Section 3. Implementation of Agreement. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Agreement for Services and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED on this 27th day of October, 2025.

Motion By: Vice Mayor Paul

Second By: Commissioner Vildostegui

FINAL VOTE ON ADOPTION:

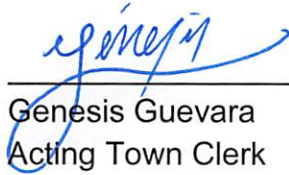
Commissioner Ruben A. Coto	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>

Vice Mayor Tina Paul
Mayor Charles W. Burkett

Yes

Yes

Attest:


Genesis Guevara
Acting Town Clerk




Charles W. Burkett, Mayor

Approved as to Form and Legal Sufficiency:


Thais Hernandez, Town Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
SMOOTH FUSION, INC.**

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2025 (the "Effective Date"), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation, (hereinafter the "Town"), and **SMOOTH FUSION, INC.**, a Texas corporation and Florida foreign for profit corporation with a principal address of 6403 107th Street, Suite 100, Lubbock, TX 79424 (hereinafter, the "Contractor").

WHEREAS, the Town seeks to retain a Contractor to host and support the Town's website (the "Services"); and

WHEREAS, the Contractor has provided a Website Support Proposal ("Proposal") attached hereto as Exhibit "A" to provide such Services in an amount not to exceed \$26,150.00 plus any applicable taxes, comprised of \$9,250.00 for 50 Pre-Paid Block Hours for Website Support as set forth in the Proposal and in Work Order #374-004 at Exhibit "B" and \$16,900.00 for a Tier 1 High-Security Hosting Package, as set forth in the Proposal and Work Order #374-005 at Exhibit "C" (Exhibits "B" and "C" are referred to herein collectively as the "Work Orders"); and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Town desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. Scope of Services.

- 1.1. Contractor shall provide the Services on a non-exclusive basis as set forth in the Proposal attached hereto as Exhibit "A" and the Work Orders at Exhibits "B" and "C" and incorporated herein by reference (the "Services").
- 1.2. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.

2. Term/Commencement Date.

- 2.1. The term of this Agreement shall be for one (1) year commencing on the Effective Date, unless terminated in accordance with Paragraph 8 below. Any renewal or extension of this Agreement shall require approval by the Town Manager.

2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

3.1. Total compensation for Services provided by Contractor shall be based on the corresponding Pricing for the Services as set forth in Contractor's Proposal, which is attached hereto as Exhibit "A," and incorporated herein by reference.

3.2. Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. SubContractors.

4.1. The Contractor shall be responsible for all payments to any subContractors and shall maintain responsibility for all work related to the Services.

4.2. Contractor may only utilize the services of a particular subContractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion.

5. Town's Responsibilities.

5.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2. Upon Contractor's request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. Termination.

8.1. The Town Manager, without cause, may terminate this Agreement upon thirty (30) calendar days written notice to the Contractor, or immediately with cause.

8.2. Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Town Manager.

8.3. The Contractor, without cause, may terminate this Agreement upon sixty (60) calendar days written notice to the Town Manager, or immediately with cause.

8.4. In the event of termination, the Contractor shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.5.

8.5. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten

by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire

prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's

performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town 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. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

- 16.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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 Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 16.3. Upon request from the Town's custodian of public records, Contractor shall provide the Town 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Sandra McCreedy, MMC

Mailing address: 9293 Harding Avenue
Surfside, FL 33154
Telephone number: 305-861-4863
Email: smccready@townofsurfsidefl.gov

- 17. Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Town's area, circumstances and desires.
- 18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 19. Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 20. Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, including federal, State of Florida, Miami-Dade County, the Town of Surfside, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

- 24. Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 26. Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
- 27. Boycotts.** The Contractor is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.
- 28. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation-enrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank. Signature pages follow.]

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath



Website Support Proposal

Prepared for:
Town of Surfside Florida
8/5/25



The Town of Surfside is looking to partner with Smooth Fusion to host and provide ongoing development support and maintenance for their website, townofsurfsidefl.gov, which is built on Sitefinity.

We've evaluated the requirements outlined in our discussions with the Town of Surfside. In this proposal, we present the following options that will meet these requirements.

- **Block Hours for Ongoing Website Support and Maintenance**
- **Tier 1 Hosting Package**



Pre-Paid Block Hours for Website Support

The Town of Surfside would like to purchase a pre-paid block of support hours to engage Smooth Fusion to support townofsurfsidefl.gov.

Smooth Fusion will provide ongoing support and maintenance for this site while drawing from this prepaid block of hours.

The sum of hours purchased can be allocated to any project task. Choosing to pre-pay for a block of hours gives you a discounted, blended rate for all job roles. At the end of each month, the total hours worked are deducted from the pre-paid block.

The work will be performed upon request and approval from your team and we can provide an estimate for support requests prior to beginning any work, especially for larger tasks.

If larger projects/work are requested, we can work with your team to reevaluate your block and see if a different engagement model, like Time and Materials, would work better for those projects/tasks.

50-Hour Support Block:

Blended Rate: \$185/Hour

(Blended rate for all services and roles)

Total Cost: \$9,250



Tier 1 High-Security Hosting Package

Properly hosting a Progress® Sitefinity® site requires specialized experience. Hosting plays a significant role in your site's performance, speed, and security. Smooth Fusion's hosting services are built around keeping your site performing at its best, improving the speed at which your site and the content are loaded, and ensuring your site is safe and secure.

Tier 1 High-Security Hosting, which is managed hosting on Microsoft Azure, includes:

- Production Web Server
- High-performance Database
- Staging Server
- Development Server
- Vulnerability Scans
- Cloudflare Business
- Webserver Logging
- 250GB/month of bandwidth included
- Instant Deployment Slot

Tier 1 Hosting Package

Cost: \$16,900/annually



Below is the cost for the 50-Hour Support Block along with the annual cost of a Tier 1 Hosting Package.

Breakdown and Cost

50-Hour Support Block	\$9,250
Tier 1 Hosting Package	\$16,900
Total Cost:	\$26,150

Note: Depending on the state where Client resides, the fees may be subject to sales tax. If Client has a valid exemption from sales tax that applies, a sales tax exemption form may be provided by Client to Smooth Fusion.





Smooth Fusion is a leading technical digital agency that is highly experienced with Sitefinity and the Microsoft technology stack.

We provide UX/UI, design, development, hosting, SEO consulting, and ongoing site maintenance to our clients. Our team is made up of specialists in strategy, business analysis, project management, software engineering, web development, UI/UX, design, DevOps, marketing, and quality assurance testing.

**Ready to make something great?
Let's work together.**

Since 2001 we have applied our craft to more than
2,000 successful creations.

We hope your project is next.

smoothfusion.com



Exhibit B

Work Order #: 374-004

Effective Date: 08/13/2025

This Work Order (which may also be referred to from time to time as a Statement of Work), by and between Town of Surfside ("Client"), and Smooth Fusion, Inc. ("Smooth Fusion"), is entered into and agreed upon pursuant to a **Special Event Production Services Agreement** dated October 2024, and is subject to all the terms and conditions of that Agreement, including the *Standard Terms and Conditions*, unless otherwise expressly stated to the contrary in this Work Order.

1. Description

Client is engaging Smooth Fusion to perform maintenance tasks. Smooth Fusion will provide ongoing support and maintenance for this site while drawing from a prepaid block of hours on a time and materials basis. Maintenance work will be performed upon approval/request from Client. Smooth Fusion can estimate the number of hours that any maintenance will take before beginning work. Time spent estimating work is also billable. Work will be performed at the blended hourly rate of the prepaid block regardless of job role. Work will be logged in six minute increments (1/10th of an hour).

Licensed Code

In addition to code that may be explicitly licensed to Client through a separate license agreement, Smooth Fusion may include reusable code assets that are either public domain, the property of Smooth Fusion, or sublicensed to Client through Smooth Fusion, including, but not limited to, code snippets, helper code, boilerplate code, starter kits, and JavaScript libraries. Smooth Fusion grants Client, pursuant to the terms and conditions of this Agreement, a revocable non-exclusive non-transferable non-assignable non-sublicensable license to any and all reusable code assets included in the work described in this Work Order.

Any licensed code used in the completion of this Work Order is utilized as a means of reducing development costs and/or enhancing functionality. Smooth Fusion provides no warranty for code licensed from third parties and is not responsible for correcting bugs, errors, or other issues in third-party licensed code.

2. Fees

Prepaid Block of Hours	Cost for Block	Effective Blended Rate
50 Hour Block	\$9,250	\$185/hour

Note: Depending on the state where Client resides, the fees may be subject to sales tax. If Client has a valid exemption from sales tax that applies, a sales tax exemption form may be provided by Client to Smooth Fusion.

If Project Team members have to work outside usual working hours, a special overtime rate may apply. When overtime rates apply, hours spent will be recorded on the following basis: hours spent * 2. The overtime rate also applies to afterhours deployments when requested by Client.

When the prepaid block of hours is expended, work will cease unless Client has purchased a subsequent prepaid block of hours or executed some other Work Order to cover additional work.

Billing Terms: Net 30

3. Extending this Work Order with More Hours

This Work Order may be extended with the purchase of additional hours at the same rate per hour as the originally purchased block in this Work Order. If Smooth Fusion's rates change during the term of this Work Order, Smooth Fusion may, at its discretion, decline to extend this Work Order. Any change in rate will require execution of a new Work Order. Client may, at Client's discretion, authorize Smooth Fusion to extend this Work Order with additional hours by simply submitting a request in writing. The request may be submitted via email or other written form and must specify the number of hours being authorized to be added to the Work Order, the hourly rate, and the project number associated with this Work Order. Upon receipt of written authorization, Smooth Fusion will issue an invoice to Client and add the hours to the project associated with this Work Order. This authorization by Client can be revoked at any time by submitting a request to revoke the authorization in writing by email or other written form. If Client does not wish to authorize the extension of this Work Order by written request, an extension of the hours in this Work Order must be done by executing a supplemental Work Order.

If initialed below, Client authorizes the extension of this Work Order by written request.

 Initial of Client

4. Expiration of Hours

Hours purchased under this Work Order shall have an expiration period of no less than one (1) year from the date of purchase. However, the hours shall not expire if activity has occurred within the last one hundred and eighty (180) calendar days. Activity is defined as any work performed by Smooth Fusion that was paid for by the hours purchased under this Work Order. For clarity, as long as the hours purchased under this Work Order have been utilized in any amount in the previous 180 calendar days, the hours will not expire.

5. Counterparts

This Work Order may be manually or electronically executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Work Order by facsimile or other electronic means (e.g., electronic mail or PDF) shall be effective as delivery of a manually executed counterpart to this Work Order.

Each signatory represents and warrants that said signatory is over 18 years of age, has the mental capacity to execute a binding agreement, and is duly authorized to sign this Agreement on behalf of the signatory's respective business as a party to this Agreement.

SMOOTH FUSION, INC.

Town of Surfside

Todd Knowlton

Name

Signed by:


C73E88A413074CD...
Signature

CEO

Title

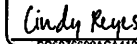
8/20/2025

Date

Cindy Reyes

Name

Signed by:


DD6976800AC4410...
Signature

Communications Director

Title

8/20/2025

Date



Exhibit C

Work Order #: 374-005

Effective Date: October 1, 2025

This Work Order (which may also be referred to from time to time as a Statement of Work), by and between Town of Surfside ("Client"), and Smooth Fusion, Inc. ("Smooth Fusion"), is entered into and agreed upon pursuant to a **Special Event Production Services Agreement** dated October 2024, and is subject to all the terms and conditions of that Agreement, including the *Standard Terms and Conditions*, unless otherwise expressly stated to the contrary in this Work Order.

1. Description

Client wishes to retain the Cloud-Based Hosting Services of Smooth Fusion and Smooth Fusion wishes to provide such services for Client as described in this Work Order, pursuant to the terms and conditions herein.

This Hosting Work Order is for the cloud-based web hosting of townofsurfsidefl.gov. This Work Order is specifically for the Tier 1 package of Smooth Fusion's High-Security Sitefinity Hosting, which includes:

- Cloudflare Business Protection, Security, and Speed Enhancement
- Sitefinity Production Azure App Service and Azure High-Performance Database
- Sitefinity Staging Azure App Service and Azure High-Performance Database*
- Sitefinity Development Azure App Service and Azure Development Database*
- Azure DevOps Continuous Integration/Continuous Delivery Pipeline
- Source Control
- Weekly Cloud Vulnerability Scans
- Webserver Logging
- Instant Warmup Deployment App Service Slot
- 24/7 Cloud Monitoring

*Development and Staging environments are only to be used for testing. The hosting Service Level Agreement and resource availability do not apply to these plans.

Description of Services

Smooth Fusion will provide hosting services for one standard Sitefinity website implementation using cloud-based resources provided by Microsoft Azure with supporting service provided by Cloudflare, Intruder.io, and potentially other service providers. Smooth Fusion is responsible for

the deployment, management, and monitoring of the hosting services. Smooth Fusion will determine, at its sole discretion, how to configure and allocate resources from Microsoft Azure, including the pooling of resources for the use of multiple sites and clients.

The Smooth Fusion High-Security Sitefinity Hosting Plan has the following features and limits:

- Cloudflare Business
- Microsoft Azure App Services
- 50 GB Azure SQL Database
- 250 GB base bandwidth/month¹
- 50 GB Azure App Service storage space
- 1.75 GB RAM²
- 195 Azure Compute Units/month²
- Hourly app service backups, retained for 30 days
- SQL database backups approximately every 10 minutes, retained for 35 days
- Built-in app service fault tolerance
- Webserver logging upon request³
- Weekly cloud vulnerability scanning⁴
- Smooth Fusion Cloud-Based Web Hosting Service Level Agreement

¹ Bandwidth monthly allowance can be raised by pre-purchasing a higher allowance. When bandwidth usage exceeds the allowance, overages will be invoiced monthly.

² Sites periodically or consistently consuming more than 1.75GB of RAM and/or more than 195 Azure Compute Units per month may be moved to a Dedicated App Service plan. Should the resource consumption persist, this Work Order will be amended to include a Dedicated App Service which will require additional fees.

³ A minimum of one year of webserver logs will be retained.

⁴ Frequency of vulnerability tests is subject to change based on third-party tools employed and recommended frequency by third-party vulnerability test vendors.

Bandwidth Overages

Bandwidth overages are assessed and invoiced at the end of each month.

- Bandwidth Overage \$40/100 GB/month (charged in 100 GB increments)

Security Patching

Smooth Fusion requires that client allow the application, test, and deployment of security patches to the site as they are released by Progress. The client will be notified before and after the patch is deployed. The patch will be applied in a timely manner, subject to Smooth Fusion's schedule constraints. Client agrees to maintain a maintenance Work Order separate from this hosting Work Order to handle security patches. Security patches typically require 3 to 8 hours of total effort. However, patches that break APIs or cause other unforeseen problems with the site may require additional time to roll back or resolve. There are typically three or fewer security patches per year from Progress. For security reasons, this service is mandatory for all Sitefinity sites hosted by Smooth Fusion.

Sitefinity Upgrading

Like security patches, Sitefinity version upgrades are important to keep the site secure, running efficiently, and to make new features available. Applying, testing, and deploying Sitefinity version upgrades are managed through Smooth Fusion support and maintenance agreements. Client agrees to

maintain a maintenance Work Order separate from this hosting Work Order to handle Sitefinity version upgrades. For security reasons, this service is mandatory for all Sitefinity sites hosted by Smooth Fusion.

Cloudflare DNS Hosting

☒ Smooth Fusion will host DNS for this website on CloudFlare using the CloudFlare “Business” Account for a single domain name. This level of DNS hosting will improve the speed of the site and increase security for the website (and all services related to the website’s domain name). This level of DNS hosting will also provide automatic image optimization with Polish and automatic mobile optimization with Mirage. The Client may open a ticket with Smooth Fusion to request DNS changes.

☐ Smooth Fusion will not host DNS for this website. The Client will be responsible for DNS management and DNS level vulnerability mitigation.

Vulnerability Scanning

Smooth Fusion will use a 3rd party service to perform vulnerability scans on the website. Smooth Fusion will monitor applicable 3rd party software vendor notifications for vulnerability announcements. Smooth Fusion will notify the Client and wait for approval before any work is done to patch the vulnerability. Work patching the site will be billed under a separate maintenance Work Order.

Site Support Billing

This Work Order is for hosting services only. Smooth Fusion will require a separate maintenance SOW when billing time for any ongoing support work, new features, or projects. The Client understands that, unless otherwise stated in writing, site support requests of any kind are billable and cannot be completed unless a billing arrangement is in place.

Term

This is a 12-month agreement (October 1, 2025 – September 30, 2026) for hosting services. This Agreement shall automatically renew for successive one-year periods (the “Renewal Term”), unless either party provides written notice of their intent not to renew at least 30 calendar days prior to the expiration of the current term. If no such notice is provided within the specified period, this Agreement will automatically renew under the same terms and conditions unless otherwise agreed upon in writing by both parties.

If this Agreement is terminated or expires without a subsequent agreement in place to continue hosting services, Smooth Fusion reserves the right to immediately cease providing the services specified herein.

During the term of any Hosting Work Order, Client may terminate this Agreement upon the material breach of Smooth Fusion, if such material breach remains uncured for thirty (30) days following written notice to Smooth Fusion. This cure period shall be extended by delay caused by events beyond the control of Smooth Fusion including, but not limited to, natural disasters, governmental prohibitions or regulations, viruses that did not result from the acts or omissions of Smooth Fusion, or technical faults of Smooth Fusion’s service providers or vendors.

Client may terminate this Agreement for any reason with thirty (30) days written notice. However, for any active Hosting Work Orders, if Client wishes to terminate this Agreement prior to the end of the term, Client shall be required to pay an early termination fee equal to the total remaining fees for the remaining portion of the then-current term. Client will not be charged an early termination fee under

this section in the event that the Hosting Work Order is terminated as part of an agreement to establish a replacement Hosting Work Order with Smooth Fusion.

Smooth Fusion may immediately terminate this Agreement for cause at any time without penalty. Causes justifying immediate termination include, but are not limited to: violation of any foreign, federal, state, or local law; breach of this Agreement; or violation of any Smooth Fusion policy. Smooth Fusion may terminate this Agreement without cause at any time upon thirty (30) days written notice to Client.

This Agreement may also be terminated in the event of abrupt changes in availability or cost of services that this Agreement relies on (see **Abrupt Changes in Service Availability or Pricing** below).

Acceptable Use

Client agrees to abide by the Smooth Fusion Acceptable Use Policy (AUP) in the usage of any services provided by Smooth Fusion to Client. Client agrees that services may be suspended or terminated for violation of the AUP. Client further agrees that depending on the severity of the violation, services may be suspended immediately and without notice. If, at the sole discretion of Smooth Fusion, the violation does not expose Smooth Fusion to liability, Smooth Fusion shall notify Client of the violation and allow for corrective action. Should services be suspended or terminated by Smooth Fusion due to a violation of the AUP, Smooth Fusion may, at its sole discretion, reinstate services after violations have been remedied or it has been established that no violation occurred.

Should Smooth Fusion identify an apparent violation of the AUP, Smooth Fusion may, at its discretion, take action immediately to remove the violating content, program, or other abuse. In such cases, Smooth Fusion reserves the right to bill Client for the time and/or other expenses incurred in the correction of the violation. Smooth Fusion will simultaneously begin contacting Client regarding the violation.

The complete **Smooth Fusion Hosting Acceptable Use Policy** is attached to this Agreement as Appendix A.

Security and Vulnerability Scans

Client may not attempt to probe, scan, penetrate or test the vulnerability of a system or network belonging to Smooth Fusion or a Smooth Fusion cloud service provider, or to breach security or authentication measures, whether by passive or intrusive techniques, without Smooth Fusion's express written consent.

Trademarks, Patents, and Copyrighted Material

Client warrants that it has the right to use any applicable trademarks, patents, or copyrighted material used in connection with this service and will hold harmless Smooth Fusion in the event that a trademark, patent, or copyright is violated by Client's use of services provided under this Agreement.

Warranties

CLIENT AGREES THAT SMOOTH FUSION IS MANAGING HOSTING AND RELATED SERVICES FOR CLIENT AND THE HARDWARE AND SERVICES DESCRIBED IN THIS WORK ORDER ARE PROVIDED BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, MICROSOFT AND CLOUDFLARE. CLIENT IS RESPONSIBLE FOR UNDERSTANDING TECHNICAL DETAILS OF THE HARDWARE AND SERVICES MANAGED ON CLIENT'S BEHALF BY SMOOTH FUSION. SMOOTH FUSION PROVIDES NO WARRANTY IN CONNECTION WITH THE FAILURE OF THIRD-PARTY HARDWARE OR SERVICES TO MEET CLIENT'S EXPECTATIONS.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SMOOTH FUSION, AND ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE, MAKE NO WARRANTY IN CONNECTION WITH HARDWARE OR SERVICES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

SMOOTH FUSION, ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST DATA OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE HARDWARE OR SERVICES PROVIDED BY SMOOTH FUSION OR SMOOTH FUSION'S CLOUD SERVICE PROVIDER(S). CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE RETURN OR REDUCTION OF FEES PAYABLE TO SMOOTH FUSION AS DEFINED IN THE HOSTING SERVICE LEVEL AGREEMENT (APPENDIX B).

Transfer of Agreement

Client may not assign or transfer this Agreement, in whole or in part without the prior written consent of Smooth Fusion. In the event that Client contemplates whole or partial sale of its business, ownership change, or change in jurisdiction, Client shall notify Smooth Fusion by mail or email as soon as reasonably possible.

Reselling of Services

Unless specifically agreed to in writing, Client may not resell services provided under this Agreement, except when a service is resold in its entirety by an agent to an end-client. For example, a marketing agency may contract Smooth Fusion to host a web site and resell the hosting of that site in its entirety to the agency's client.

Client may not purchase services for resale to multiple customers without express written permission. For example, Client may not contract for a dedicated server and resell services from that server to multiple customers.

In any event where services are resold, all provisions of this Agreement and the Acceptable Use Policy apply and Client agrees to make these terms, conditions, and policies known to any entity or organization making use of the services provided under this Agreement.

Abrupt Changes in Service Availability or Pricing

Because Smooth Fusion is deploying, managing, and monitoring third-party services for Client, Client agrees that if the cost of a service utilized in conjunction with this Work Order increases by more than 10% during the term of this agreement, Smooth Fusion reserves the right to amend this Work Order or terminate this Work Order without penalty. Smooth Fusion also reserves the right to amend or terminate this Work Order in the event that a third-party service becomes unavailable or changes in a way that results in an increase in cost of more than 10% or the inability to continue to provide a service outlined in this Work Order. Client acknowledges that changes in third-party services are out of the control of Smooth Fusion and may require an amendment to or termination of this Work Order. If this Work Order is terminated due to changes in third-party services, Smooth Fusion will refund a pro-rata portion of any fees paid in advance.

2. Fees

Fees for this Hosting Work Order are outlined below. Smooth Fusion will honor the pricing below for the term of this Work Order. Client understands that cloud hosting is based on resource usage and depending on the terms of this Work Order, overage charges may apply.

Smooth Fusion reserves the right to discontinue the delivery of any service defined in any Hosting Work Order if payment is in arrears more than 30 days beyond the agreed payment terms, regardless of the impact the disruption of service may cause the Client. Smooth Fusion will provide at least ten (10) calendar days' notice before discontinuing service. Client agrees to hold Smooth Fusion harmless for any damages suffered by Client if service is discontinued for lack of payment.

Annual Cost: \$16,900.00 (plus applicable taxes)

Billing Terms: Net 30

Note: The cost above is subject Texas state sales tax unless a sales tax exemption form is provided.

3. Counterparts

This Work Order may be manually or electronically executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Work Order by facsimile or other electronic means (e.g., electronic mail or PDF) shall be effective as delivery of a manually executed counterpart to this Work Order.

Each signatory represents and warrants that said signatory is over 18 years of age, has the mental capacity to execute a binding agreement, and is duly authorized to sign this Agreement on behalf of the signatory's respective business as a party to this Agreement.

This Hosting Work Order supersedes any previous hosting Statement of Work or Work Order for the same website.

SMOOTH FUSION, INC.

Todd Knowlton

Name

Signed by:



C73E88A413074CD
Signature

CEO

Title

8/20/2025

Date

Town of Surfside

Cindy Reyes

Name

Signed by:



DC6970600AC4410...
Signature

Communications Director

Title

8/20/2025

Date

Appendix A

Hosting Acceptable Use Policy

Smooth Fusion serves a limited and select list of clients with hosting services. As part of the personal attention that we give our clients, we seek to understand how our clients are using the services we provide so that we may meet their needs most effectively. As our customer, you agree to disclose all activities and software services utilizing our hosting services upon request. But we understand that, depending on the services purchased from Smooth Fusion, our clients have varying degrees of control over their own content and software. This Acceptable Use Policy serves to guide you in the areas in your control. Smooth Fusion will also do its part in being diligent to ensure that hosting services are used responsibly.

Smooth Fusion values legal and ethical business. Therefore, we take a strict stance in regard to the acceptable use of our hosting services. This document is designed to provide a clear understanding of the rules and restrictions regarding the use of our hosting services. It is not possible to create an exhaustive list of possible abuses, so if you have any questions about whether a particular activity or content violates the acceptable use policy, please contact your project manager or abuse@smoothfusion.com. We also reserve the right to modify our acceptable use policy at any time.

This Acceptable Use Policy is incorporated by reference in your hosting services agreement with Smooth Fusion.

Your services may be suspended or terminated for violation of this Acceptable Use Policy in accordance with your hosting services agreement. Depending on the severity of the violation, your services may be suspended immediately and without notice. If the violation does not expose Smooth Fusion to serious liability, our preference will be to notify you of the violation and allow for corrective action.

Violations

You may not use Smooth Fusion's or a Smooth Fusion cloud provider's network or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior. Behaviors include, but are not limited to:

- Copyright or trademark infringement.
- Unauthorized collection of personal data.
- Distribution of malware.
- Inappropriate use of software and network.
- Any illegal activity. Smooth Fusion hosting services can have no part in any illegal activity.
- Threats and harassment. Transmitting any material (by e-mail, uploading, posting, or otherwise) that threatens or harasses.
- Fraudulent activity. This includes fraudulent offers, products, services, scams, and schemes.
- Forgery or impersonation. Adding, removing, or modifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person is prohibited.
- Network disruptions, hacking, or any interference with others. Use of Smooth Fusion services for any activity that affects the ability of other people or systems to use Smooth Fusion services

or the Internet is prohibited. Utilizing any Smooth Fusion services in the process of hacking or accessing any system without permission is expressly prohibited.

- Attempting to probe, scan, penetrate, or test the vulnerability of a system or network belonging to Smooth Fusion or a Smooth Fusion cloud provider, or to breach security or authentication measures, whether by passive or intrusive techniques, without Smooth Fusion's express written consent.
- Any action that is likely to result in retaliation against the Smooth Fusion network or website, Smooth Fusion's cloud service provider(s), or Smooth Fusion's employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack or that makes Smooth Fusion networks, servers, partners, providers, or clients a target of any kind of attack.
- Offensive content. (See Additional Clarification Regarding Offensive Content later in this document.)
- Unsolicited e-mail. Transmitting unsolicited e-mail and bulk e-mail (spam) is expressly prohibited. (See Additional Important Note about Spam and Related Abuse later in this document.)
- Falsely claiming compliance with regulatory requirements that may be applicable to you. (See Additional Important Note about Regulatory Requirements later in this document.)

Additional Clarification Regarding Offensive Content

Whether content is offensive is obviously subjective. Smooth Fusion understands that some people find perfectly legal content to be offensive. Ultimately, whether content is offensive enough to violate this acceptable use policy may have to be determined on a case-by-case basis. But here are some examples of content that is either blatantly offensive or potentially offensive:

- Content that depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts are clearly offensive are prohibited. Additionally, Smooth Fusion does not permit any content that is pornographic, even legal pornography.
- Content that promotes underage drinking, illegal drugs, illegal gambling, or illegal arms trafficking.
- Content that is excessively violent, incites violence, or contains harassing content or hate speech.
- Content that is unfair or deceptive under the consumer protection laws of any jurisdiction.
- Content that is defamatory or violates a person's privacy.

Additional Important Note about Spam and Related Abuse

Should the actions of a Smooth Fusion client (or the actions of others with access to the services Smooth Fusion has provided the client) cause any of Smooth Fusion's IP spaces or domains, the IP spaces or domains of Smooth Fusion cloud service providers, or the domains of other Smooth Fusion clients to be listed in any of the various spam databases or other blacklists, Smooth Fusion reserves the right to immediately suspend the client's services. The offending client must agree to remove any and all offending materials and cease any and all activity that caused the listing. Severe violations may result in

immediate and permanent removal of the account without notice. Offending client agrees to cooperate in efforts to seek removal from blacklists and databases.

Additional Important Note about Regulatory Requirements

Certain Smooth Fusion services are designed to help you comply with various regulatory requirements that may be applicable to you, including, but not limited to PCI, HIPAA, and Sarbanes-Oxley. However, you are responsible for understanding the regulatory requirements that apply to you and for selecting services in a way that helps you comply with regulatory requirements. It is a violation of this acceptable use policy to claim compliance with any regulatory requirements (whether claim is directed to your customers, authorities, or others) if you are aware of any areas where you are not in compliance. It is also a violation to claim that Smooth Fusion certifies any compliance with regulatory requirements. Smooth Fusion does not certify compliance—we can only certify the services we provide and the elements of the environments we make available.

Third Party Accountability

You are responsible and accountable for the actions of any third parties that you engage on your behalf.

Security

You are responsible for any misuse of your account if that misuse was a result of the actions of an individual or system with access to your account credentials. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account, including access to content management systems or other applications running on your account. It is your responsibility to keep passwords secure. Regularly changing passwords is encouraged. If you need assistance or advice keeping passwords secure, please contact your project manager.

Appropriate Use of Shared Resources

The Internet is the ultimate shared resource. At every level, unrelated users are sharing limited resources. Therefore, when one user consumes an excessive amount of resources it potentially has a negative impact on other users. Your Services Description outlines the resources available to your account, including space, and Internet bandwidth. Our services and networks are designed to allow for occasional spikes in resource consumption and your agreement likely outlines costs involved when exceeding certain limits. However, if excessive consumption of resources occurs, Smooth Fusion reserves the right to take action to protect other customers from negative impact. Actions may include setting caps on resources or pausing your account until a resolution can be worked out with you. You will be notified of any action taken to limit resource consumption of your site. However, Smooth Fusion cannot guarantee that excessive consumption of resources will not result in degraded performance of your account. While Smooth Fusion attempts to maintain additional resources available on demand, we cannot guarantee any resource availability above the levels committed in your agreement. If your site or customers are negatively impacted by unexpected resource consumption, we will work with you to resolve the situation, but that situation falls outside of your service level agreement unless specifically included in your particular agreement.

You agree that if Smooth Fusion determines that your data or code is infected with a virus, corrupted, or in any way has the potential to infect, corrupt, or disrupt the system, the network, or any other client's service or data, that we may quarantine or take other actions necessary to protect other clients.

User-Generated Content

Smooth Fusion understands that your sites may include user-generated content exposed to the public through postings, chat, etc. You are responsible to ensure that user-generated content complies with this Acceptable Use Policy. Smooth Fusion will allow you adequate time to remove illegal or offensive user-generated content. But if your site allows user-generated content to be posted without moderation, you agree to hold harmless Smooth Fusion from any liability the content creates during the time it is public.

Live Events

Any streamed live events are also subject to the restrictions outlined in this policy.

Monitoring and Access by Smooth Fusion

Our General Terms and Conditions require Smooth Fusion and its employees to protect the confidentiality of your use of networks and equipment and the privacy of your data. Smooth Fusion reserves the right to monitor your account, sites, and activity in order to provide continuous service. We also reserve the right to perform tests that may utilize some of the resources for which you have contracted. Smooth Fusion warrants that all access to your account and data, as well as any monitoring and testing, are performed expressly for the purpose of delivering the services for which you have contracted.

Service Level Agreement (SLA)

No credit will be available under a service level guaranty or agreement for interruptions of service resulting from Acceptable Use Policy violations.

Appendix B

Hosting Service Level Agreement (SLA)

Smooth Fusion uses the Microsoft Azure's cloud hosting services to deliver web hosting services. As a Smooth Fusion client, however, there is no need to monitor or manage the cloud hosting. Alert events are monitored by Smooth Fusion 24/7/365. Outages will be addressed immediately (24/7). Updates will be delivered at least once every two hours until problem is resolved.

The SLAs for Azure's services can be found at the address below:

<https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services?lang=1>

The SLA for Cloudflare Business can be found at the address below:

<https://www.cloudflare.com/business-sla/>

In the event of an emergency, you may use either phone or email for initiating contact:

Smooth Fusion Emergency Operations Center

806.776.0200

sla@smoothfusion.com

Service Reimbursements

Smooth Fusion is dedicated to providing the Client with the level of service that is expected with enterprise-level hosting. If Smooth Fusion fails to provide the Client with the contracted service level, the Client will be entitled to credit(s) as outlined in the SLAs referenced above, provided the Client notifies Smooth Fusion in writing within 15 days of Smooth Fusion or a third-party service provider failing to meet their SLA. If Smooth Fusion services fail to meet the Service Availability for the stated Covered Services, subject to the "Credit Exceptions" listed below, the Client's account will be credited for that calendar month. The total credits from all SLA Guarantees are not to exceed 25% of hosting fees due to Smooth Fusion for that calendar month.

Credit Exceptions

Credits will not be issued if the outage, determined by Smooth Fusion, results from:

1. Downtime due to Client-initiated changes, whether implemented by Client or by Smooth Fusion on behalf of Client
2. Downtime caused as a result of the Client or Client's users exceeding system capacity
3. Downtime due to viruses
4. Downtime due to DNS issues when Client's DNS is not hosted by Smooth Fusion*
5. Downtime due to Client-required operating system software revisions and hardware/software configurations that are not tested and approved by Smooth Fusion
6. Downtime due to problems caused by Client-supplied Web site content or software
7. Downtime due to the acts or omissions of Client, its employees, agents, third-party contractors or vendors, or anyone gaining access to Smooth Fusion's network or to the Client's web site at the request of the Client
8. Downtime caused by Acts of God or natural disasters
9. Any scheduled or emergency maintenance up to an accumulated total of 24 hours per month

10. Cloud service outages that do not trigger an Azure service credit or a Cloudflare service credit
11. Any failures that cannot be corrected because the Client is inaccessible

**Note: If Domain Name Server (DNS) changes need to be made and Smooth Fusion does not host Client's DNS, Smooth Fusion will request DNS changes from Client's DNS hosting provider in a timely manner. However, Smooth Fusion cannot ultimately be held responsible for hosting difficulties resulting from DNS problems outside of Smooth Fusion's control.*

Backup

Smooth Fusion will back up the website and SQL server database no less than once per day and will retain backups for no more than 14 days. However, Smooth Fusion is not responsible for lost content or lost user content. Smooth Fusion will provide, at Client's expense, an electronic copy of the backup website to Client upon written request by Client. Backups are intended for disaster recovery, not the restoration of individual files.

Additional backup services may be contracted individually for requirements above and beyond those services provided under this SLA.

Availability of Website

Smooth Fusion will provide hosting services that meet reasonable commercial standards for, among other matters, packet loss, accessibility, latency, availability, and throughput.

Security

Smooth Fusion will take commercially reasonable steps to prevent unauthorized access to the website, content, user content, and confidential information stored on cloud services managed by Smooth Fusion.

Server/Network Computer Outages

Smooth Fusion will employ best efforts in providing advance notice to Client of scheduled server computer/network outages.

EXHIBIT "A"

SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal dated May 15, 2025, attached hereto and incorporated herein by reference.