



PRIME DATA LLC

11275 U.S. HIGHWAY 98 W STE 316

MIRAMAR BEACH, FL 32550

251-802-0957 support@primedatallc.net

Professional Services Agreement Prime Data LLC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into between the Prime Data, LLC, a Florida limited liability company, and the Baldwin County Commission (Baldwin County Probate Office) and is effective the date of the last party to execute below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Service Addendum attached hereto and incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the County and Prime Data do hereby agree as follows:

Definitions

"Agreement" means this document and any written amendments thereto.

"Service" means the programming, data transfer assistance, documentation and other professional services necessary to complete the objectives herein described.

"Service Charges" means the specific price and/or price schedule agreed upon in in this agreement.

"Service Addendum" means the details of the type and quantity of service and pricing.

"Advance Payments" means the amounts specified in the Service Addendum that are non-refundable payments to initiate Service.

"Network" means the collection of routers, switches and communication channels that provide access to the Internet and connectivity of computer systems contemplated in this agreement.

"Prime Data" means Prime Data LLC, a Florida limited liability company.

"Client" means you and/or your designated agent.

"Parties" means Prime Data and Client.



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Terms and Conditions

1. Service Charges and Billing. Client agrees to pay the Service Charges outlined in the Services Addendum. Service Charges do not include shipping charges (if any), which shall be billed in addition to the Service Charges and shall be the responsibility of the Client.

1.1 Advance Payments. Upon the execution of the Agreement, any Advance Payments are due and payable. Advance Payments shall accompany the signed agreements as a condition of acceptance by Prime Data.

1.2 Payment. All Service Charges and other fees will be due within thirty (30) days of the date of invoice. Late payments will accrue interest at rate of eight percent (8%) per annum.

2. Resale. Client cannot resell the Service to any third party without Prime Data's prior written approval.

3. Disclaimer of Third Party Actions and Control. Prime Data does not and cannot control the flow of data to or from the Network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inaction caused by these third parties can produce situations in which Client connections to the Internet (or portions thereof) may be impaired or disrupted. Prime Data cannot guarantee that such situations will not occur and, accordingly, Prime Data disclaims any and all liability resulting from or related to such events.

4. No Warranty. Prime Data makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Prime Data or its agents or employees shall create a warranty. Under no circumstances shall Prime Data or Client be liable for any direct, indirect, special, punitive, or consequential damages. If you are dissatisfied with Prime Data service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue the Service.

5. Indemnification.

5.1 By Client. Client will indemnify, defend and hold harmless Prime Data, its directors, officers, employees, affiliates and clients (collectively, the Prime Data Covered Entities) from and against any



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and all claims, actions or demands brought against any of the Prime Data Covered Entities as a direct result of the Services.

5.2 By Prime Data. Prime Data will indemnify, defend and hold harmless Client, its directors, officers, employees and affiliates (collectively, the Client Covered Entities) from and against any and all claims, actions or demands brought against any of the Client Covered Entities as a direct result of the Services.

6. Notice Procedure. Prime Data will provide Client with prompt written notice of each Client Covered Claim of which Prime Data becomes aware, and, at Prime Data's sole option, Prime Data may elect to participate in the defense and settlement of any Client Covered Claim, provided that such participation shall not relieve Client of any of its other obligations. Client shall have the right to control the defense of any Client Covered Claim. Client will provide Prime Data with prompt written notice of each Prime Data Covered Claim of which Client becomes aware, and at Client's sole option, Client may elect to participate in the defense and settlement of Prime Data Covered Claim, provided that such participation shall not relieve Prime Data of any of its obligations. Prime Data shall control the defense of any Prime Data Covered Claim.

7. Term. This is a month to month Agreement and may be renewed at the mutual consent of Prime Data and Client. Prices are subject to change for each renewal period.

8. Termination.

8.1 Nonpayment. Prime Data may suspend Service to Client if any amount due hereunder is not paid in full within thirty (30) days after Client is in receipt of notice of nonpayment. To reinstate Service, Prime Data may require a fee not to exceed \$1,000 as compensation for the delay. Prime Data may terminate this Agreement if any amount due hereunder is not paid in full within forty-five (45) days after Client is in receipt of notice of nonpayment.

8.2 Bankruptcy. Prime Data may terminate this Agreement upon written notice to Client if Client becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.

8.3 Acceptable Use Guidelines. Client will at all times comply with and conform its use of the Service to generally accepted use guidelines.



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8.4 For Other Cause. Except as otherwise stated, either party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice.

8.5 Effect of Termination. Upon termination of this Agreement Prime Data will cease providing the Services. Client is obligated for any outstanding payments due for Services provided prior to termination.

9. Survival. The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

10. Miscellaneous Provisions.

10.1 Force Majeure. Other than with respect to failure to make payments due, neither party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control.

10.2 Confidentiality. Each party agrees that all information furnished to it by the other party, or information of the other party to which it has access under this Agreement, shall be deemed the confidential and proprietary information (collectively referred to as Confidential Information) of the Disclosing Party and shall remain the sole and exclusive property of the Disclosing Party (the party furnishing the Confidential Information referred to as the Disclosing Party and the other Party referred to as the Receiving Party). Each party shall use such information only to the extent necessary to perform its obligations hereunder, and, neither party may directly or indirectly disclose the same to anyone other than its employees on a need to know basis and who agree to be bound by the terms of this Section, without the written consent of the Disclosing Party. Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party;



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(iv) is independently developed by the Receiving Party; or (v) is required to be released by law or regulation, provided that the Receiving Party provide prompt written notice to the Disclosing Party of such impending release, and the Receiving Party cooperate fully with the Disclosing Party to minimize such release.

10.3 Assignment. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party.

10.4 Notices. Any required notice hereunder may be delivered by mail or email to either party at the name and address on the signature page of this Agreement, or at such other address as such party may provide to the other by written notice. Such notice will be deemed to have been given upon confirmation of delivery.

10.5 Relationship of Parties. This Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

10.6 Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of Alabama.

11. General. This Agreement, together with the Services Addendum is the complete agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral. This Agreement may be modified only through a written instrument signed by both parties. Should any provision of this Agreement be declared void or unenforceable, such provision will be deemed amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of this Agreement will remain in full force and effect. If a conflict arises between a party's pre-printed business form and this Agreement, this Agreement will take precedence.

(Signature Pages Follow)



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last party to execute below.

Client:

Charles F. Gruber, Chairman
Baldwin County Commission

Ronald J. Cink, Interim County Administrator
Baldwin County Commission

Baldwin County Revenue Commission

Harry D'Olive Jr, Baldwin County Judge of Probate

Date

Service Address _____

Email _____

Telephone _____

Prime Data:

Prime Data, LLC

By: John Robertson

Date

Its: Member/Manager _____

Email support@primedatallc.net

Mailing Address 11275 US Hwy 98 W

Ste 316

Miramar Beach, FL 32550-6909

Telephone 251 802 0957

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Services Addendum

Prime Data will provide general programming and consulting services for client to assist in the migration of data from the existing Probate indexing system to the newly purchased system. More specifically, provide technical documentation and narrative explanation of the program requirements which are unique to Baldwin County, including, but not limited to, the following:

- Detailed description of all pertinent data files including record layouts and field content explanation where necessary
- Description of the relationship between data files and the link path to image files
- Assure all files are defined with the current and correct Data Definition Specifications (DDS)
- Verify the field contents of each file and correct errors such as data decimal errors
- Export each file to a '.csv' format to be imported into the new system
- FTP the '.csv' files to a server designated by the Client. If the FTP server is secure, it will be the Client's responsibility for completion of the necessary connectivity to provide FTP access. As an option, the files can be moved to the IFS where the Client can provide some form of access by the new server.

Time Frame: The estimated term of this agreement is 1 to 2 months with no more than 40 hours of actual work. This agreement may be extended by mutually agreeable terms.

Termination: Either party may terminate this agreement by providing 30 days written notice to the other party. Any outstanding amounts due shall be paid. Likewise, any over payment shall be refunded.

Service Charges: \$150/hour payable as billed monthly.

Advance Payment: \$3,000 (20 hours at \$150/hour)

Client Signature: _____ Date: _____

Prime Data Signature: _____ Date: _____