

SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (**Agreement**) is between LeadsOnline, LLC, a Delaware limited liability company (**LeadsOnline**), and the City of Delray Beach, FL (**Customer**), and is effective as of the date of the last signature below. This Agreement contemplates one or more Order Forms for Services, which are governed by the terms of this Agreement.

1. SERVICE

- a. This Agreement and the applicable Order Form, which is attached hereto and incorporated herein as Exhibit "A", provide Customer access to and usage of solution services involving hardware devices provided by LeadsOnline with accompanying software needed to operate such hardware and/or an Internet-based software service, including, without limitation, its features, functions, and user interface, and underlying software, which may be limited to a set number of Eligible Users, as defined and specified on an Order Form (**Service**). The City Chief Financial Officer approved this purchase as a City Standard as indicated in a memorandum dated August 13, 2025, which is attached hereto and incorporated herein as Exhibit "B".

2. USE OF SERVICE

- a. **Customer Owned Data.** All data, information, images, and files uploaded or otherwise entered by Customer into the Service remains the property of Customer, as between LeadsOnline and Customer (**Customer Property**), unless otherwise specified in the applicable Order Form regarding licensing terms for the Service offered under said Order Form.
- b. **Responsibilities for Customer Property.** Customer represents and warrants to LeadsOnline that Customer has provided all required notices and has obtained all required licenses, permissions, and consents regarding Customer Property for use within the Service under this Agreement. Customer grants LeadsOnline the right to use the Customer Property solely for Purposes of performing under this Agreement (which includes, without limitation, the right for LeadsOnline to enhance its technology and offerings). LeadsOnline will purge any or all Customer Property upon Customer's written request. Customer may export its Customer Property as allowed by functionality within the Service.
- c. **General Responsibilities.** Customer must (i) ensure that access to Service and information produced by or derived from it is limited to the Purpose defined in the Order Form, (ii) maintain any data accessed, received or otherwise derived from Service according to all applicable statutes, laws and regulations for use and disclosure of non-public personal information, (iii) connect to Service only using devices and browsers with proper encryption, (iv) promptly notify LeadsOnline (within the Service or by email to support@leadsonline.com) when an Eligible User is no longer employed by Customer or is no longer authorized to access Service, (v) ensure that each Eligible User is acting within the bounds of their authority from Customer and within their legal rights to search, possess, enter, analyze and use, all information and data submitted to and received from the Service, (vi) refrain from any use, misuse or actions related to Service or Data that infringe, misappropriate, or otherwise violate any right of anyone, or that violate any applicable law, and ensure that any instructions or directives Customer gives to or regarding anyone do not conflict with applicable laws, (vii) use any hardware provided by LeadsOnline solely for the Purpose defined in the Order Form and in accordance with all applicable instructions, policies, and documentation provided by LeadsOnline, (viii) ensure that the hardware is used only by Eligible Users authorized under this Agreement and is not transferred, loaned, or sublicensed to any unauthorized person or entity, (ix) keep all hardware provided as part of the Service in good working condition, refrain from any unauthorized repairs, modifications, or tampering, and promptly notify LeadsOnline of any malfunction, damage, or loss, and (x) verify the accuracy, timeliness, context and relevance of information or communication from Service or personnel prior to taking action. Customer acknowledges that LeadsOnline does not enforce laws, does not provide legal advice, and does not claim to have authority or expertise in legal or law enforcement matters.
- d. **Governmental Agency Public Records Clause.** If Customer is a government agency and is required by law to permit the inspection and copying of public records, Customer acknowledges the Service contains information protected by exemptions to public disclosure laws in many states, and if Customer searches the Service in response to a request for Public Records, Customer is acting on its own accord. LeadsOnline does not grant Customer access to the Service for the Purpose of searching for or creating records to respond to a public records request when Customer did not have the record in its possession at the time of the request.
- e. **Customer Responsibilities.** Customer: (i) must keep its passwords secure and confidential and use industry-standard password management practices, and ensure that any credentials related to the hardware under the Service are protected from unauthorized access; (ii) is responsible for its access control policies and administration of access rights to its account within the Service, the acts and omissions of its users, and the legality and accuracy of any data submitted to the Service, may not share any access credentials and must also prevent unauthorized access, tampering, or misuse of any hardware provided under the Service; (iii) must

use commercially reasonable efforts to prevent unauthorized access to its account, and notify LeadsOnline promptly of any such unauthorized access; (iv) may use the Service and any associated hardware only in accordance with the Service's technical documentation (including without limitation, video tutorials) and applicable law; and (v) must follow all provided guidelines for hardware setup, maintenance, and operation to ensure compliance and functionality under the Service.

- f. **LeadsOnline Support.** Unless otherwise specified in the applicable Order Form, LeadsOnline must provide Customer support for the Service under the terms of LeadsOnline's Customer Support Policy (**Support**), which is located at leadsonline.com/customer-support.

3. WARRANTY DISCLAIMER

- a. **THE SERVICE IS PROVIDED 'AS IS' WITHOUT WARRANTY. LEADSONLINE DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. WHILE LEADSONLINE TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**
- b. While Customer acknowledges that the Service may not be error-free and may not fully meet Customer's expectations, LeadsOnline does warrant that the Service is free from defects that will substantially affect performance, and that it has used commercially available tools designed to discern that no viruses or other security defects are present. LeadsOnline further warrants that the Service will function substantially in accordance with the Order Form. LeadsOnline will not intentionally introduce any virus, Trojan horse, spyware, malware, or other malicious code designed to erase, damage, or unlawfully interfere with Customer's equipment, data, or other programs. Notwithstanding the foregoing, Customer acknowledges and agrees that the Service may contain functionality that allows LeadsOnline to remotely disable or limit the hardware's operation in accordance with this Agreement, including but not limited to instances of non-payment or material breach by Customer.
- c. LeadsOnline cannot control the decisions and actions of Customer. LeadsOnline expressly disclaims and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, inaction by Customer or any other party as a result of or reliance on, in whole or in part, any use of the Service or information derived from it, or for any consequences or outcomes including death, injury, loss or damage to any property arising from or caused by any such actions decisions, reactions, responses, or inaction.

4. PAYMENT

- a. **Fees and Payment.** Customer must pay all fees as specified on the Order Form, but if not specified, then within 30 days of receipt of an invoice. The fees are exclusive of sales, use, withholding, VAT, and other similar taxes, and if required by law Customer is responsible for payment of such taxes.
- b. **Nonpayment.** LeadsOnline will provide electronic notice (within the Service) and notice to the email registered with LeadsOnline (Customer is responsible for maintaining an updated email address with LeadsOnline) of the non-payment of an open invoice. If the payment is not made within 7 days of the first notice, then LeadsOnline may suspend Service and Support until the amount is paid in full or terminate the Service upon 30 days' notice under Section 9(c).

5. MUTUAL CONFIDENTIALITY

- a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). LeadsOnline's Confidential Information includes, without limitation, the Service. Customer's Confidential Information includes, without limitation, the Customer Property.
- b. **Protection of Confidential Information.** Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of Discloser for any Purpose outside the scope of this Agreement; and (ii) limit access to Confidential Information of Discloser to those of its and its Affiliates' employees and contractors who need that access for Purposes consistent with this Agreement, and who have a legal obligation under law or policy regarding confidentiality or have signed confidentiality Agreements with Recipient containing protections not materially less protective of the Confidential Information than those in this Agreement.
- c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of

any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) is independently developed by the Recipient without use of or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order but will provide Discloser with advance notice to seek a protective order unless otherwise directed by the court.

6. INFORMATION SECURITY

- a. Data Security Measures.** To protect Customer Property from unauthorized disclosure, alteration, or misuse, LeadsOnline shall:
- i. Agree to the terms of the Federal Bureau of Investigation Criminal Justice Information Services (FBI CJIS) Security Addendum.
 - ii. Ensure that LeadsOnline personnel with unescorted access to unencrypted Customer Property and/or physically secure locations have:
 - Completed CJIS Security Awareness Training and have passed the Level Four CJIS Security Test designed for Information technology personnel (system administrators, security administrators, network administrator)
 - Submitted to and successfully passed state of residency and national fingerprint-based record checks.
 - iii. Apply appropriate controls according to the AICPA Trust Services Criteria for Security so as to maintain a secure environment for all Customer Property.
 - iv. Maintain proper encryption of data in transit using 256-Bit Transport Layer Security (TLS) and at rest using FIPS 140-2 standards.
 - v. Maintain advanced firewall and intrusion protection, database partitioning, patch management, account management, identification and authentication, configuration management and third-party application and network penetration tests.
 - vi. Log events relative to access and use of the Services; maintain and protect logs from disclosure, alteration, or misuse.
 - vii. Respond to security incidents; In the event of a data breach (as defined by applicable law), of Customer Property, LeadsOnline will act to eliminate the breach, preserve forensic evidence, and notify Customer without undue delay. LeadsOnline shall have no obligation to notify consumers or regulatory authorities of a breach of Customer data that was not the result of a data security incident experienced by LeadsOnline.
 - viii. Purge any Customer Property upon Customer's written request.

7. INSURANCE

- a. Insurance Policies.** LeadsOnline shall maintain insurance policies for property, general liability, auto, workers compensation, errors and omissions/cyber liability insurance, and shall provide insurance in accordance with Exhibit "B" attached hereto.
- b. Additional Insured.** For the purposes of this Agreement, Customer, its officers, officials, employees, and volunteers shall be deemed additional insureds on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of LeadsOnline. Additional insured coverage shall be evidenced in the form of Blanket Certificate of Endorsement upon Customer's request.

8. PROPERTY

- a. Reservation of Rights.** LeadsOnline and its licensors are the sole owners of the Service, including all associated intellectual property rights, and they remain only with LeadsOnline. Title to any hardware provided under this Agreement passes to Customer upon full payment as specified in the Order Form; however, LeadsOnline retains all intellectual property rights related to any software, firmware, or proprietary technology embedded in or used to operate the hardware. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. LeadsOnline reserves all rights that are not expressly granted in this Agreement.
- b. Restrictions.** Customer *may not*: (i) share, provide, sell, resell, rent, or lease the Service or use it in a service-provider capacity or allow access to the Service, its output, or any associated hardware, software, firmware, or proprietary technology by a third party, except as expressly permitted in this Agreement; (ii) use the Service or any hardware provided as part of the Service, to store or transmit unsolicited marketing emails, libelous, or otherwise objectionable, unlawful, or tortious material, or to store or transmit

infringing material in violation of third party rights; (iii) interfere with or disrupt the integrity or performance of the Service, including

but not limited to tampering with, modifying, or attempting to bypass any security, tracking, or management features within any software or hardware provided as part of the Service; (iv) attempt to gain unauthorized access to the Service or its related systems or networks or use any automated means to monitor, access or copy any data from the Service; (v) reverse engineer, decompile, disassemble, or otherwise attempt to discover the underlying technology, software, or firmware of the Service or hardware, or modify, alter, or remove any proprietary markings or security features; (vi) resell, transfer, or dispose of the hardware in a manner inconsistent with this Agreement, including attempting to sublicense or lease it to a third party without LeadsOnline's prior written consent; the Service; or

(vii) access the Service to build a competitive service or product, or copy any feature, function, or graphic. LeadsOnline may suspend Service to Customer if LeadsOnline believes in good faith that Customer's use of the Service poses threat to the security, availability, or legality of the Service; in such event, LeadsOnline will work with Customer to address the issue and restore Service as quickly as possible.

- c. Audit Information.** LeadsOnline logs events related to user registration, contacts, access, and use of the Services for legal, audit, security, and support Purposes (**Audit Information**). Audit Information is not Customer Property.

9. TERM & TERMINATION

- a. Term.** This Agreement continues until the 30th day after all Order Forms have expired or earlier terminated as provided below.
- b. Term of Order Forms.** The term of each Order Form is specified in the Order Form.
- c. Termination by Customer.** Customer, at its sole discretion reserves the right to terminate this Agreement and/or Order Form with or without cause immediately upon providing written notice to LeadsOnline. Upon receipt of such notice, LeadsOnline shall not incur any additional costs under the Agreement. Customer shall be liable only for the reasonable costs incurred by LeadsOnline prior to the date of the notice of termination, provided, however, that any fees prepaid for the then-current subscription term shall be deemed earned upon payment and non-refundable, and Customer shall remain responsible for all such amounts.. Customer shall be the sole judge of "reasonable costs."
- d. Termination of an Order Form Due to Non-Appropriation of Funds.** The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
- e. Return of Customer Property:**
- Within sixty (60) days after termination, upon written or electronic request LeadsOnline will make the Service available for Customer to export Customer Property as provided in **Section 2(a)**.
 - After such a sixty-day (60) period, LeadsOnline has no obligation to maintain the Customer Property and may destroy it.

10. LIABILITY LIMIT

- a. Indemnification.** LeadsOnline shall indemnify and hold harmless Customer and its officers, employees, agents, and instrumentalities from any and all third-party liability, losses or damages, including attorney's fees and costs of defense, which Customer or its officers, employees, agents, or instrumentalities may incur but only to the extent directly attributable to LeadsOnline's gross negligence or willful misconduct arising out of, relating to, or resulting from the performance of the agreement by LeadsOnline or its employees, agents, servants, partners, principals, or subcontractors. LeadsOnline shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of Customer, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. LeadsOnline expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by LeadsOnline shall in no way limit the responsibility to indemnify, keep and save harmless, and defend Customer or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.
- b. EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, LEADSONLINE IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE, OR ANTICIPATED COST SAVINGS), EVEN IF IT KNOWS OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGE OR LOSS.**
- c. TOTAL LIMIT ON LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT FOR LEADSONLINE'S INDEMNITY OBLIGATIONS RELATING TO IP INDEMNITY CLAIMS, LEADSONLINE'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) DOES NOT EXCEED TWO HUNDRED THOUSAND**

DOLLARS (\$200,000) PER INDIVIDUAL CLAIMANT OR THREE HUNDRED THOUSAND DOLLARS (\$300,000) PER INCIDENT EXCEPT THAT THE ABOVE LIMITATION DOES NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS FOR THE SERVICE.

11. GOVERNING LAW & FORUM

- a. **Government Customers.** This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

12. OTHER TERMS

- a. **Entire Agreement and Changes.** This Agreement and the Order Form constitute the entire Agreement between the parties and supersede any prior or contemporaneous negotiations or Agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. No representation, promise, or inducement not included in this Agreement is binding. No modification or waiver of any term of this Agreement is effective unless both parties sign an amendment to this Agreement.
- b. **No Assignment.** Neither party may assign or transfer this Agreement to a third party, except that the Agreement and all Order Forms may be assigned without the consent of the other party as part of a merger or sale of all or substantially all a party's businesses, assets, not involving a competitor of the other party, or at any time to an Affiliate.
- c. **Export Compliance.** The Service and Confidential Information may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will permit its personnel or representatives to access any Service in a U.S.-embargoed country or in violation of any applicable export law or regulation.
- d. **Independent Contractors.** The parties are independent contractors with respect to each other, and neither party is an employee, or partner of the other party or the other party's Affiliates.
- e. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for its non-performance due to events beyond its reasonable control, including but not limited to natural weather events and disasters, labor disruptions, and disruptions in the supply of utilities.
- f. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this Agreement.
- g. **No Additional Terms.** LeadsOnline rejects additional or conflicting terms of any Customer form-purchasing document.
- h. **Order of Precedence.** If there is an inconsistency between this Agreement and an Order Form, the Order Form prevails.
- i. **Survival of Terms.** All provisions of this Agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights, and such other provisions that by fair implication require performance beyond the term of this Agreement shall survive expiration or termination of this Agreement until fully performed or otherwise are inapplicable.
- j. **Feedback.** If Customer provides feedback or suggestions about the Service, then LeadsOnline (and those it allows to use its technology) may use such information without obligation to Customer.
- k. LeadsOnline certifies that the price and rate offered under this Agreement are consistent with the pricing offered to other governmental entities of similar size and situated circumstances within the State of Florida.
- l. **Notices.** Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR CUSTOMER:

FOR LEADSONLINE:

City of Delray Beach

LeadsOnline, LLC

100 N.W. 1st Avenue
825 Delray Beach, Florida 33444
Attn: City Manager

6900 Dallas Parkway, Suite
Plano, TX 75024-4200
Attn: General Counsel
Email: legal-contracts@leadsonline.com;
With copy to: accounting@leadsonline.com

m. IF LEADSONLINE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LEADSONLINE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

LeadsOnline shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by Customer to perform the service.
 - ii. Upon request from Customer's custodian of public records, provide 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 Florida Statute or as otherwise provided by law.
 - iii. 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 term and following completion of the Agreement if LeadsOnline does not transfer the records to Customer.
 - iv. Upon completion of the Agreement, transfer, at no cost, to Customer all public records in possession of LeadsOnline or keep and maintain public records required by Customer to perform the service. If LeadsOnline transfers all public records to Customer upon completion of the Agreement, LeadsOnline shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LeadsOnline keeps and maintains public records upon completion of the Agreement, LeadsOnline shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer, upon request from Customer's custodian of public records, in a format that is compatible with the information technology systems of Customer.
 - v. If LeadsOnline does not comply with this section, Customer shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.
- n. LeadsOnline is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from LeadsOnline and its subcontractors and lower tier subcontractors. LeadsOnline understands and agrees that in addition to all other remedies and consequences provided by law, the failure of LeadsOnline or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by Customer to be a material breach of this Agreement justifying its termination.
- o. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
- p. By entering into this Agreement, LeadsOnline acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." LeadsOnline affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by LeadsOnline, LeadsOnline may be prohibited from conducting future business with Customer or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of LeadsOnline.

- q. 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, LeadsOnline represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.
- r. Pursuant to Section 287.135, LeadsOnline is ineligible to enter into, or renew, this Agreement if LeadsOnline is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- ii. By entering into this Agreement, LeadsOnline certifies that LeadsOnline is not on the Scrutinized Companies that Boycott Israel List, and that LeadsOnline is not engaged in a boycott of Israel.
 - iii. LeadsOnline shall notify Customer if, at any time during the term of this Agreement, LeadsOnline is placed on the Scrutinized Companies that Boycott Israel List, or that LeadsOnline is engaged in a boycott of Israel. Such notification shall be in writing and provided by LeadsOnline to Customer within ten (10) days of the date of such occurrence.
 - iv. In the event Customer determines, using credible information available to the public, that LeadsOnline has submitted a false certification or LeadsOnline is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, Customer may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against LeadsOnline, pursuant to Section 287.135, Florida Statutes. In addition, Customer may pursue any and all other legal remedies against LeadsOnline.
 - v. LeadsOnline shall not seek damages, fees, or costs against Customer in the event Customer terminates the Agreement pursuant to this provision.
- s. By its execution of this Agreement, LeadsOnline acknowledges that it has been informed by City of, and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:
- "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."
- t. LeadsOnline and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, 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. LeadsOnline agrees to provide to Customer all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. LeadsOnline's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.
- u. Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is \$100,000.00 or more, LeadsOnline 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. LeadsOnline 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.
- v. Section 287.138, Florida Statutes, prohibits Customer from entering into a contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides Customer with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. Upon submitting its Work Order, LeadsOnline shall certify compliance with section 287.138, Florida Statutes, by executing the Proposer Certification regarding Entities of Foreign Countries of Concern, which is included in Attachment 2. Customer reserves the right to terminate any agreement in which LeadsOnline provides a false certification or otherwise violates Section 287.138, Florida Statutes.

w. LeadsOnline has fully complied with Florida Statute §787.06(13), which requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute as evidenced by affidavit provided to Customer.

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13. SIGNATURES

IN WITNESS WHEREOF, Customer and LeadsOnline executed this contract as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FL

Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to form and
legal sufficiency:

Lynn Gelin, City Attorney

LEADSONLINE, LLC

By: _____
Print Name: Alexander Finley

Title: CEO

STATE OF TEXAS
COUNTY OF COLLIN

The foregoing instrument was acknowledged before me by means of physical presence, this 23 day of January, 2026, by Alexander Finley, as CEO for LeadsOnline, LLC, who is personally known to me.

Kelsey Davidson
Notary Public – State of Texas

(SEAL)



LEADSONLINE POWERPLUS INVESTIGATIONS SYSTEM SUBSCRIPTION

ORDER FORM NO. Q-01680 | AGENCY ID: 6502

CUSTOMER:

CITY OF DELRAY BEACH, FL

UNIT:

POLICE DEPARTMENT

1. SERVICE

Service. LeadsOnline PowerPlus Investigations System Subscription for Law Enforcement Agency users (**Service**).

Authority. Customer represents that it is a law enforcement agency or governing body of a law enforcement agency, an entity duly authorized by municipal, state county or federal government to enforce laws or investigate crimes, and the Eligible Users are employed by Customer in the Unit listed at the top of this Order Form.

2. PURPOSE

Law Enforcement Use. Exclusively for the official law enforcement agency duties of Customer's Unit; information retrieved from the Service is for the exclusive use of Eligible Users with the exception of disclosure necessary to investigate and prosecute crimes within the jurisdiction of and investigated by Customer's Unit.

3. DEFINITIONS

Audit Records means records audit records retained for administrative, legal, audit, or other operational purposes. Audit Records are protected from modification, deletion and unauthorized access and are retained for a minimum of one (1) year.

Deconfliction Data means the subset of data provided to be made aware of activity by another Law Enforcement Official or Law Enforcement Customer regarding a matching person, person of interest, phone number, device identifier, item of property, location, vehicle or other data element to facilitate the benefits of coordinated investigative efforts by Law Enforcement Officials.

Law Enforcement Official means a person employed by and authorized by a Law Enforcement Customer to, in their official duties, access or submit data according to the terms of this agreement.

Reporting Business means any entity that records Transaction Data regarding the receipt or other disposition of merchandise or materials and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

Repository Data means data and any other information LeadsOnline has received from entities other than the Customer.

Transaction Data means information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including, but not limited to, the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.

Analysis Files means records electronically submitted by a Customer to the Service for automated analysis. Analysis Files include but are not limited to unstructured images, video, audio or text submitted, and data related to communications or movements of devices, vehicles and other entities, which reference data for identifying locations including cell site lists, landmarks, and locations related to crimes. Analysis Files are Customer Property.

4. SERVICE RECIPIENT AND ELIGIBLE USERS

Service Recipient. An unlimited number of authorized personnel of Customer in its Police Department, each with a unique login (**Eligible Users**).

- Eligible User logins may not be shared and individuals who are not Eligible Users may not access the Service.
- During initial onboarding, Customer may provide LeadsOnline with the names and email addresses of Eligible Users.

5. TERM, SERVICE PERIODS AND SUBSCRIPTION FEES

Order Term. This Order Form will become effective as of the Effective Date and remain in effect through the Service Periods listed below (**Initial Term**) and any renewal Service Periods or until termination by LeadsOnline or Customer as described below. The Effective Date shall be defined as the date of the last signature below.

Payment Terms. Payment shall be made on or before each anniversary during the Initial Term and any renewal term thereafter.

START DATE	END DATE	RATE	QTY	TOTAL DUE
January 15, 2026	January 14, 2027	\$17,184.00	1	\$17,184.00
January 15, 2027	January 14, 2028	\$17,699.52	1	\$17,699.52
January 15, 2028	January 14, 2029	\$18,230.51	1	\$18,230.51

Renewals. Neither party is obligated to renew this Order Form. Prior to the expiration of the Initial Term or any renewal term, the parties may renew this Order Form for additional one-year terms by LeadsOnline’s submission of a valid invoice to Customer for the renewal Service Period at then-current pricing and Customer’s payment of such invoice within thirty (30) days of renewal.

6. FEATURES

CAPABILITY	POWERPLUS KEY FEATURES AND CHARACTERISTICS
PowerPlus Nationwide Search	Nationwide search access through pawn shop, secondhand and scrap metal recycler transactions. Unlimited accounts/searches for your personnel working your cases. Continuous saved searches alert investigators to persons or property after. Results include images of property, sellers, vehicles, thumbprints, etc. as reported. Robust identity resolution to spot suspect activity when identifiers are incorrect or out of date. Possible associates report to identify other leads in cases. Advanced property identification to overcome incomplete descriptions and missing information. Daily Stats (hits and statistics for each user).
Nationwide Inter-Agency Deconfliction System	Benefit from coordinated investigative efforts through pointers to the records of other Law Enforcement Agencies when users match on persons, property, devices, vehicles, and other entities.
Phone Forensic Extraction Search	Upload files from device extraction tools (i.e., Cellebrite, XRY, Oxygen) to find identify and link activity of suspects.
NCIC Stolen Property Notification	Automated alerts on property including guns, articles and vehicles from your cases found within and outside of your jurisdiction.
Person / Property Notification	Automatic alerts on suspects, wanted persons and stolen property from your agency’s lists.
Compliance Management	Free online reporting system for all pawn/secondhand stores. Easy reporting for businesses. Compatible with point-of-sale systems. Property hold management system. Message Inbox for alerts and communication to and from businesses in your jurisdiction. Unlimited technical support for reporting businesses.
OfferUp & eBay Marketplace Access	Identify persons in your cases when evidence is found in online listings.
Unlimited Support	Updates, training and support for Customer personnel and businesses.
CompStat Mapping System	Visualize suspect activity within and outside your jurisdiction.
LeadsOnline Toolbox	Automated search warrant generation, automated phone lookups, repository of training materials, video tutorials, templates, resources, software, process guides, carrier and network specifications, contacts, subject matter assistance and other content relevant to criminal investigations.

Citizen Property Inventory System	Community engagement for improved reporting in property crimes.
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7. ONBOARDING, TRAINING AND TECHNICAL SUPPORT

Registration. Eligible Users register for a user account at www.leadsonline.com; Customer may provide lists of Eligible Users for expedited processing.

Training. LeadsOnline Support will activate Eligible Users and provide training via in-app instructions, videos, and live support.

Support. Technical support services for non-critical issues, training and general assistance are provided to end-users in the form of unlimited email and/or telephone support, Monday through Friday 7:00 AM – 5:30 PM CST via toll-free at (800) 311-2656 or support@leadsonline.com.

8. Misc.

This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

Exhibit B



MEMORANDUM CITY STANDARD APPROVAL

TO: Eugene Bitteker, Chief Procurement Officer

FROM: Kristina Maricic, Administrative Services Manager, Police Department [K.M.#1068](#)

SUBJECT: City Standard Approval Request – LeadsOnline LLC.

DATE: August 13, 2025

Background: The LeadsOnline system is utilized daily by the Investigative Unit, both the Crimes against Persons Investigators and Crimes Against Property Investigators as firearms are being pawned frequently. Pawn Shops are required to obtain copies of identification and/or fingerprints when someone sells them an item. LeadsOnline allows the Detectives to see who has pawned the items, a description and/or picture of the items, the address they provided to the shop, a copy of an ID and a photograph, and how much was paid. This is an invaluable tool in providing an investigator with possible suspect information on burglaries, thefts, as well as robberies and homicides where a pawned weapon may have been used. It is also instrumental in allowing victims to get their stolen belongings back. While the City currently has an existing agreement with LeadsOnline, it is requested that we enter into a new contract with the vendor because the language in the contract is perpetual in terms of renewals and the City would like to have a fixed term to ensure clarity and adherence to any applicable procurement thresholds and rules.

Justification: LeadsOnline provides a niche capability to search pawn shops, scrap yards, and other secondhand stores for stolen items. This is the only vendor that provides this capability in this magnitude. Not only is it searched daily, but items can be saved so we can be notified retroactively if the stolen item is ever entered in a system anywhere. LeadsOnline provides a unique feature in their electronic reporting and criminal investigation system that cannot be found in any other vendors that provide similar services. There is no company out there that does exactly what Leads does, or to the scale at which they do it. Within a 100-mile radius of us there are 630 stores reporting. We are also able to receive alerts if our items are pawned anywhere in the country. Finder is a similar company that is slightly less expensive but is not up to LeadsOnline standards due to the limited coverage (IE No Broward County Entries or scrap entries). They are much smaller and have much less data overall. The general feedback from law enforcement agencies is that LeadsOnline is more effective and much easier to use. Since a multi-year agreement with this vendor has been previously approved through a bid waiver back in December 2020, most of our officers are trained in using LeadsOnline already. Because LeadsOnline has been used for years now, investigators that have been working cases during the last several years have alerts set up throughout the system. If there is no longer support or access to the system, any future information there would be from those hits would be lost, and it would be virtually impossible and time-consuming to go backwards and re-enter all these items in another system. Per vendor's sole source letter, the LeadsOnline system functionality designed specifically for criminal investigations using transaction data from pawnshops, scrap yards, eBay, OfferUp, gold buyers and other secondhand stores is the exclusive proprietary property of LeadsOnline and is protected under the United States Copyright Act (17 U.S.C.), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). No other supplier has access to this technology which has been developed over 24 years.

Market Research: Market research was originally performed back in 2020 when a bid waiver and multi-year agreement with the vendor was worked on. Similar agencies in the surrounding areas have been reached out to regarding this company and its services, and it was determined that the product provided by LeadsOnline is unique in its tools and capabilities as well as the scale in which it provides these services for agencies. This is the current list of local Leads subscribers provided and shows that most of Palm Beach County also uses this service. The list includes Palm Beach County Sheriff, West Palm Beach PD, Palm Beach County School District PD, Boca Raton PD, Boynton Beach PD, Riviera Beach PD, Palm Beach Gardens PD, Jupiter PD, Palm Beach PD, Palm Springs PD, Lantana PD, and North Palm Beach PD. In Broward County, the following agencies are

utilizing LeadsOnline:

Broward County Sheriff, Fort Lauderdale PD, Hollywood PD, Pembroke Pines PD, Coral Springs PD, Miramar PD, Plantation PD, Sunrise PD, Davie PD, Seminole Tribal PD, Lauderhill PD, Margate PD, Coconut Creek PD, Hallandale Beach PD, Wilton Manors PD, Lighthouse Point PD, Pembroke Park PD, Hillsboro Beach PD, Sea Ranch Lakes PD, Florida State Attorney's Office 17th Judicial Circuit, FBI-Miami.

Quote or Proposal is attached: Yes No

Comments: _____

Approved. This City Standard approval is valid for 60 months from date of approval. Attach this City Standard Approval to all requisitions for this item.

Need Additional Information Not Approved

Comments: _____

<i>Cyrene Bittaker</i>	Aug 14, 2025	N/A
Chief Procurement Officer	Date	Information Technology (IT) Director Date

CS2025-011 Memo

Final Audit Report

2025-08-14

Created:	2025-08-14
By:	Joel Burzynski (burzynskij@mydelraybeach.com)
Status:	Signed
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