

### THIRD AMENDMENT TO THE AGREEMENT

In accordance with the VCB Website Development Agreement entered into on April 3, 2018, and all of its amendments (if any), collectively (the "Agreement") this Third Amendment to the Agreement (this "Amendment") is made and entered into by and between **Tempest Interactive Media, LLC**, whose address is 30 S. 15th St, Suite 1001, Philadelphia, PA 19102; possessing FEIN 27-2717222, (hereinafter referred to as "FIRM") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

#### WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of FIRM, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 18P-021, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment is amended to add Exhibit A hereto as part of the scope of services under the Agreement, effective upon Board approval and ending September 30, 2028 (the "Term"). The revisions are fully described in Exhibit A herein.
3. This Amendment adds the following provisions to the Agreement:
  - **Scrutinized Companies, pursuant to Section 287.135, F.S.**

#### **A. Certification.**

1. If the Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:
  - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
  - b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:
  - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
  - b. Engaged in a boycott of Israel.
3. **Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more, and FIRM meets any of the following criteria.
  1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and
  2. FIRM is found to have:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.

OR

3. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and
4. FIRM is found to have:
  - a. Met either prohibition set forth in Section "3(B)(2)" above or
  - b. Been engaged in business operations in Cuba or Syria.

OR

5. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and
6. FIRM is found to have:
  - a. Met any prohibition set forth in Section "3(B)(4)" above or
  - b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

OR

- 7. Was entered into or renewed on or after July 1, 2018, and
- 8. FIRM is found to have met any prohibition set forth in Section "3(B)(4)" above.

**C. Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.

- 1. Was entered into or renewed on or after July 1, 2018, and
- 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

**D. Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**4. Public Records Laws; Confidential and Exempt.** Notwithstanding anything to the contrary set forth in the Agreement, CONTRACTOR acknowledges COUNTY's duties under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), to provide public access to COUNTY's records and to hold them open for personal inspection and copying by any person. CONTRACTOR acknowledges that the Parties are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, with regard to the Agreement and CONTRACTOR affirms that said laws supersede any contrary or inconsistent terms of the Agreement. As such, notwithstanding anything to the contrary set forth in the Agreement, the definitions of "Confidential" and/or "Proprietary" information, the Parties' abilities and obligations to disclose same, the methods for such disclosure, and the remedies, if any regarding same, shall be determined solely according to Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as those laws may be amended from time to time.

**5. Notices.** The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery.


Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as [procurement@marionfl.org](mailto:procurement@marionfl.org). If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: [derek.morgan@Tempestinteractivemediallc.im](mailto:derek.morgan@Tempestinteractivemediallc.im). Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

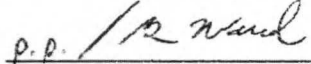
  
 \_\_\_\_\_ 7/18/2023  
 GREGORY C. HARRELL, DATE  
 MARION COUNTY CLERK OF COURT

**MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA**

  
 \_\_\_\_\_ 7/18/2023  
 CRAIG CURRY, DATE  
 CHAIRMAN

**FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**BCC APPROVED:** July 18, 2023  
18P-021-CA-03 VCB Website Development

  
 p.p. / 7/5/23  
 \_\_\_\_\_  
 MATTHEW G. MINTER, DATE  
 MARION COUNTY ATTORNEY

WITNESS:

[Signature]  
SIGNATURE  
Sarah Dougherty  
PRINTED NAME

TEMPEST INTERACTIVE MEDIA, LLC

[Signature] 7-19-23  
BY: DATE  
Matt Kurke  
PRINTED:  
CFO  
ITS: (TITLE)

WITNESS:

[Signature]  
SIGNATURE  
Ashley Maximilian  
PRINTED NAME

COPY

## STATEMENT OF WORK

**Website Hosting****Ocala/Marion County VCB****Agency Representative**

Taylor Ander  
Director of Account Services

## NOTICE OF CONFIDENTIAL INFORMATION

"Confidential Information" shall mean all information disclosed under this agreement, including, without limitation:

1. Any data or information that is competitively sensitive material, and not generally known to the public, including, but not limited to, information relating to product plans, business plans, marketing & advertising strategies, finance, general operations and methodologies, customer relationships, vendor relationships, customer profiles, sales estimates, customers and clients of any of the foregoing;
2. All confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, know-how, trade secrets, whether or not patentable or copyrightable.

©Copyright 2023 Tempest—all rights reserved. If there are any concerns, questions, or issues regarding confidential information, please contact Tempest directly.



## BACKGROUND

This Statement of Work ("SOW") is dated **04/21/2023** ("SOW Effective Date") by and between **Ocala/Marion County VCB** ("Client") and Tempest Interactive Media LLC ("Company," a Member of Tempest, Inc.). The parties agree that this Statement of Work and other Statements of Work incorporated by reference therein, form a binding agreement between the parties relating to all services to be provided by Tempest Interactive Media LLC (and/or iDSS Global LLC) to Client.

## Website Hosting

### SERVICE LEVEL AGREEMENT

Tempest will use commercially reasonable efforts to make our client websites available with a monthly uptime percentage of at least 99.95% during each month. In the event Tempest does not meet this service commitment you will be eligible to receive the following credits.

- Less than 99.5% but equal to or greater than 99% will receive 10% credit
- Less than 99.0% will receive a 30% service credit.
- Tempest will provide a monthly PDF overview of website uptime if requested by the client.

### SECURITY & HOSTING

Tempest designs custom hosting environments leveraging SaaS and Cloud computing technologies to ensure optimal performance for our client websites. The foundation of our hosting technology stack is built on Amazon Web Services.

Our team of AWS experts will analyze your historical website traffic to engineer a custom solution unique to your needs.

Our hosting technology stack is built on AWS (Amazon Web Services) and consists of:

**Amazon Elastic Compute Cloud (EC2):** Scalable Virtual Servers

Partnering with Amazon provides Tempest clients best in class performance, reliability, security,



and scalability on a global platform. Tempest clients benefit from the same hosting technology as industry giants Netflix, Expedia, AirBnB, and Zillow.

Tempest Security policies require 2048 bit private SSH access keys to ensure our environments are locked down. For redundancy, in addition to Amazon CloudWatch, Tempest leverages enterprise-level monitoring services to track uptime, response time, SSL expiration, and virus scanning.

### **SSL**

A standard SSL certificate with auto-renewal will be included with the website's hosting and server.

### **Cloudflare**

Tempest will configure and monitor Cloudflare Web Application Firewall (WAF) for additional security and performance. Monthly costs for Cloudflare will be rolled into the monthly hosting budget.

Marion County IT will have full admin access to the Cloudflare account and can elect to generate monthly or quarterly reports from the Cloudflare dashboard as needed.

### **Website Server Patches and Monitoring**

Monthly security patching will be performed proactively to industry best practices and any additional critical security patches will be applied in an expedited time frame.

Tempest will maintain a log/history of patching records and make them available upon request to Marion County.

Tempest will immediately report any cyber-security incident to Marion County and work with the County to provide any information needed related to Florida State Statute 282.318 and other applicable law.

### **RESPONSE TIMES**

Tempest consultation and communications support is available from 8:00 am to 7:00 pm EST.

Our team fields communications with our clients through phone and email, and is available to provide support and troubleshooting on server configuration, answer questions related to server





performance, and provide additional assistance regarding the daily management of the website's server.

In the event a new feature or server enhancement is requested by the client, the Tempest team will work with the client to fully scope the functionality of the new server request, detail any required programming costs, and provide an estimated timeframe for completion.

Level	Description	Initial Response Time
1 Critical	Server service interruption, including system unavailability.	Within 1 business hour
2 Urgent	Server functionality and performance is not optimal.	Within 2 business hours
3. High	Minor server performance issue affecting some but not all website visitors.	Within 4 business hours
3. Medium	Inquiry regarding a routine technical issue; information requested on server application capabilities, navigation, installation or configuration.	Within 8 business hours

## 1. FEE SCHEDULE

### WEBSITE SERVICES

WEBSITE HOSTING TRANSFER & AWS EC2 SERVER SETUP	\$1,500.00
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<b>TOTAL WEBSITE SERVICES FEE</b>	<b>WAIVED</b>
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### ONGOING FEES (recurring on a monthly basis)

WEBSITE HOSTING FEE	\$300.00
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**TOTAL ONGOING FEES**

\$300.00

**Fee Schedule**

Monthly hosting fees will commence July 31, 2023

**Let's Get Started!**

**This document/contract outlines the project scope of work (including the deliverables from both the Client and Agency) to be completed by Tempest.**

Please sign in the appropriate location below, and return the signed proposal to us by email, fax, or mail.

Marion County, a political Subdivision of the State of Florida  
601 S.E 25th Avenue  
Ocala, FL 34471

**Tempest**  
30 South 15th Street, Suite 1001  
Philadelphia, PA 19102

Criag Curry

Printed Name

Chairman

Title / Position

Signature

July 18, 2023

Date

Matt Kuske

Printed Name

CFO

Title / Position

Signature

7/19/23

Date

