

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the "Agreement") is made and entered into as of 3/21/2025 (the "Effective Date") by and between Deckard Technologies, Inc., a Delaware corporation ("Deckard"), having its principal offices located at 1620 5th Avenue, Suite 400, San Diego, CA 92101 and **Town of Miami Lakes, FL** ("Client"), having its principal offices at 6601 Main Street, Miami Lakes, FL 33104.

RECITALS

WHEREAS, Deckard provides advanced data analytics and technology solutions for real estate through its proprietary Rentalscape platform (the "Platform");

WHEREAS, Client desires to engage Deckard to perform the services described in SOWs attached to this Agreement in accordance with the terms and conditions hereof;

NOW THEREFORE, the parties hereby agree as follows:

1. Statements of Work.

1.1. Client hereby retains Deckard and Deckard hereby agrees to use the Platform to perform certain data analytics services (the "Services"), which shall be specified in writing in statement(s) of work executed by the parties hereto (each an "SOW"). The SOW for the initial Services to be performed by Deckard is attached hereto as **Exhibit A**. Each subsequent SOW shall be signed by both parties and shall set forth, upon terms mutually agreeable to the parties, the specific Services to be performed by Deckard, the timeline and schedule for the performance of such Services and the compensation to be paid by Client to Deckard for the provision of such Services, as well as any other relevant terms and conditions. If an SOW includes the development of specific work product, the specifications of such work product shall be set forth on the relevant SOW. The parties shall attach a copy of each Statement of Work to this Agreement and each such SOW shall be incorporated herein by reference. Any changes to an SOW shall be in writing, executed by each party (each a "Change Order"), attached to the original SOW and incorporated therein and attached hereto as part of **Exhibit A**. All such executed SOWs and Change Orders are subject to the terms and conditions of this Agreement, are incorporated herein, and made a part hereof. In the event of any conflict between the terms of this Agreement and any SOW or Change Order the terms of this Agreement shall control.

1.2. Deckard agrees to apply Deckard's best efforts to the performance of Services under this Agreement competently and professionally, and will deliver the work product as set forth in the applicable SOW. Deckard shall devote such time and attention to the performance of Deckard's duties under this Agreement, as shall reasonably be required by Client, or as customary in the software industry.

2. Performance of Services. In carrying out the Services, Deckard shall fully comply with any and all applicable codes, laws and regulations and, if applicable, the rules of the site at which the Services are performed. Deckard shall provide a project manager who shall oversee the day-to-day performance of the Services and ensure the orderly performance of the Services consistent with each SOW and this Agreement. Deckard's project manager shall reasonably cooperate with Client's project manager and keep him or her informed of the work progress.

Thomas Hemmings

3/21/2025

Chief Financial Officer

4. Fees; Payments.

4.1. Annual Software Subscription: \$5,000 (Identification, Compliance monitoring and Rental activity listed in Rentalscape as STRs).

4.2. Outreach Campaign: INCLUDED Three letter campaign to inform and encourage property owners to become compliant with the Registration Process.

4.3. STR Registration/Licensing Portal: \$5000 Develop and host an online portal for STR Registration and Payment collection based on the needs of the City/County with Stripe payment interface with daily reconciliation to finance.

4.4. Optional Expert Services upon Request by the City/County are available at \$250 per hour.

4.5. Online Complaint Form: NA Host an online complaint form for the City/County that alerts these complaints to Code Enforcement through the Rentalscape platform.

4.6. 24/7 Live Hotline. NA Live answered Hotline that can dispatch to responsible parties depending on identified call flow.

4.7. Public Facing Portal. NA Public Facing Portal to be hosted on City site illustrating permitted STR properties in the City with Parcel Number, Permit Number and Responsible Party Contact information per City guidelines.

4.8. Maximum Price: In no event will the total subscription fees in Year 1 exceed \$10,000, Year 2 will not exceed \$10,500, and Year 3 will not exceed \$11,025. Future years' renewals subject to a CPI increase not to exceed 5% per annum.

4.10. Timing: Client will pay the annual subscription fees within 30 days of receipt of invoices from Deckard.

All terms and conditions of the Agreement will apply to this SOW. This SOW will be effective as of the date of the last signature below.

SOW AGREED TO AND ACCEPTED BY:

DECKARD TECHNOLOGIES, INC.

DocuSigned by:
By: Thomas Hemmings
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Print Name: Thomas Hemmings

Date: 3/21/2025

Title: Chief Financial Officer

CLIENT

By: 

Print Name: Edward Piderman

Date: 3/20/25

Title: Town Manager