

License Denied/Revoked Statement



Arrowleaf Technologies, LLC 8024 Old County Road 54 New Port Richey, FL 34655

Date: 05 January 2023 Invoice # 10

Phone: (727) 312-4222 email:elcidsps@gmail.com

Bill To: TMFS Corporation Attn: Fred Simcic PO BOX 1697 Oldsmar, FL 34677

Product ID	Description	Qty/Hours	Unit Price	Line Total
	CDLIS Audit Application	38.00	100.00	3,800.00
	Corrected MVR Not printing Name	2.00	100.00	200.00
			Subtotal	4,000.00
Notes:			Discount %	0%
		Dis	scount Amount	0.00
		TOTAL		4,000.00
		PAID		0.00
			TOTAL DUE	4,000.00

THANK YOU FOR YOUR BUSINESS!

WEBSITE DESIGN AND DEVELOPMENT AGREEMENT

This service agreement (Agreement) is intended as a legally binding agreement between Shawn Simmons with Arrowleaf Technologies, LLC, a Florida business located at 8024 Old County Road, New Port Richey, Florida 35653 (Developer) and Fred Simcic with TMFS Corporation, a Florida business located at PO Box 1697, Oldsmar, Florida 34677 (Client), collective known as "Parties".

WHEREBY:

The Client hereby has agreed and retains the services of the Developer to re-develop the driversfilesonline.com and vehiclefilesonline.com Web Services Applications (Website) and the Developer is interested in undertaking such work. Client and Developer mutually desire to set and agree to the following terms and conditions as listed.

SCOPE OF WORK:

The purpose of the Website is to allow companies who hire drivers to throrougly vet the driver as well as their equipment and maintain compliance with the state laws and Department of Transportation using driversfilesonline.com and vehiclefilesonline.com, currently hosted products owned by the Client. The complexity of the design of this website will be met with ongoing design and support as needed. Proposed design components will be ongoing until the Client is satisfied the Website works according to specification. The intended result is a re-design of the Website using more modern technologies.

DEVELOPER REQUIREMENTS:

Client hereby retains the services of Developer to design and develop the Website and necessary additional items as listed in accordance with the proposal submitted from Developer to Client.

Changes to the Agreement or to any deliverables in this contract must be submitted in writing and approved by both parties prior to taking place.

Developer agrees to notify Client if any risks or scheduled delays may take place effecting delivery dates and presentation of the final Website.

Developer agrees to personally present said Website on and agreed date at a location suitable to both Parties for final approval and acceptance by Client.

Developer agrees to ongoing support of Website after initial launch for a period of one (1) year. A new support agreement will be drawn for any subsequent time beyond the one (1) year period.

Client shall provide Developer with appropriate space and resources for such a presentation to take place.

Developer is in agreement to maintain a copy of the client's Website on an offline server as a backup to the live site.

Any and all modifications are expected to be completed within a reasonable number of business days of Developer's acknowledgment depending on the level of repair or maintenance request.

Developer agrees to provide reasonable access to any parties authorized by the Client for purposes of Website audits, updates or modifications.

DESIGN:

Developer agrees to attain design approval from Client prior to beginning development by submitting detailed design mock-ups Client review.

Website will not contain any of the following unless previously agreed upon between both Parties:

- 1. Any destructive, crude, insulting, harassing, violent, sexual or any other inappropriate material.
- 2. Any invisible fields or pages.

All materials to be supplied by Client must be provided with compatible file types and sizes.

Until final approval, not portions of Website will be made available to end users without the credentials (username, password).

Upon completion and approval of its final Design, or upon termination of Agreement, whichever occurs earlier, Developer shall deliver any and all materials developed in the course of its performance under this Agreement and any other items deemed necessary for the operation of TMFS Administrative Services.

Documentation shall be delivered in either printed or electronic format as agreed by the Parties. If code is delivered in electronic format, any and all files shall be provided in compatible file formats.

Developer agrees they shall maintain Website backup and one set of the final materials provided for a term up to two (2) years.

If the Agreement is terminated prematurely or after the agreed backup term, Developer will destroy any and all copies, files and documents related to the Website development services agreement.

PRICING:

The price for the Development of the Website is \$36,000.00 US Dollars for which half (\$18,500.00) will be due prior to the beginning of work and will be non-refundable.

The second half for the price of the Website (\$18,500.00) will be due upon completion of the site as outlined in this Agreement.

TERMINATION:

Client may terminate this Agreement at any time providing written notice via email or certified mail to the Developer. The Developer may cancel this agreement in the same manner if necessary. In the event that this Agreement is canceled by either party, Developer shall issue a final invoice for any un-

billed time or materials. Client agrees to pay the final invoice according to the terms of this Agreement.

CONFLICT RESOLUTION:

The Agreement shall be governed by the prevailing laws of Pasco County, Florida, United States. Should any conflicts arise related to the Agreement, the Parties agree to seek a suitable resolution through a neutral arbitrator, whose ruling shall be considered final and binding on both parties.

ACCEPTANCE:

By signing below, the Parties hereby enter into this binding Agreement with one another.

Arrowleaf Technologies, LLC		TMFS Corporation
Date:		Date:
Shawn Simmons		Fred Simcic

Arrowleaf Technologies, LLC

8024 Old County Road 54 New Port Richey, FL 35653

Telephone 727.312.4222

Fax 727.312.4188

INVOICE

08/21/2023

INVOICE 0002

BILL TO

TMFS Corporation Fred Simcic PO Box 1697 Oldsmar, FL 34677

DESCRIPTION	QTY	UNIT PRICE	TOTAL
June	15	100	1500.00
July	15	100	1500.00
			.00
			.00
			.00
			.00
			.000
			.00

Remarks / Payment Instructions:

Balance Due	\$3000.00
SHIPPING/ HANDLING	0.00
TOTAL TAX	0.00
TAX RATE	0.00%
SUBTOTAL LESS DISCOUNT	3000.00
DISCOUNT	0.00
SUBTOTAL	3000.00

TMFS Corporation Fred Simcic PO Box 1697 Oldsmar, FL 34677 Invoice in progress...

Arrowleaf Technologies, LLC 8024 Old County Road 54 New Port Richey, FL 34655 727.207.5512 elcidsps@gmail.com 45-4215389

12/07/2023

Date	Description	Action	Quantity	Unit Price	Discount	Taxable	Total
12/07/2023	DFOL / VFOL Administratove Services		33.00	\$100.00	0.00 %		\$3,300.00
Net Price						\$	3,300.00
Tax							\$0.00
Total Price						\$	3,300.00
Amount Due						\$	3,300.00

Thank you for your patronage!

Arrowleaf Technologies, LLC

8024 Old County Road 54 New Port Richey, FL 35653

Telephone 727.312.4222

Fax 727.312.4188

INVOICE

9/8/2023

INVOICE 0003

BILL TO

TMFS Corporation Fred Simcic PO Box 1697 Oldsmar, FL 34677

DESCRIPTION	QTY	UNIT PRICE	TOTAL
August	42	100	4200.00
PSP API Complete Re-Write			
Various Other fixes			.00
File Compression and data purge (still in progress)			.00
			.00
			.00
			.000
			.00

Remarks / Payment Instructions:

SUBTOTAL	4200.00
DISCOUNT	0.00
SUBTOTAL LESS DISCOUNT	4200.00
TAX RATE	0.00%
TOTAL TAX	0.00
SHIPPING/ HANDLING	0.00
Balance Due	4200.00

Arrowleaf Technologies, LLC

8024 Old County Road 54 New Port Richey, FL 35653

Telephone 727.312.4222

Fax 727.312.4188

INVOICE

9/8/2023

INVOICE 0003

BILL TO

TMFS Corporation Fred Simcic PO Box 1697 Oldsmar, FL 34677

DESCRIPTION	QTY	UNIT PRICE	TOTAL
September	46	100	4600.00
Completion Of PSP Rewrite			
Various Other fixes			.00
			.00
			.00
			.00
			.000
			.00

Remarks / Payment Instructions:

Balance Due	4600.00
SHIPPING/ HANDLING	0.00
TOTAL TAX	0.00
TAX RATE	0.00%
SUBTOTAL LESS DISCOUNT	4600.00
DISCOUNT	0.00
SUBTOTAL	4600.00

SERVICE AGREEMENT

Independent Contractor for Exploratory Services Software Development And Maintenance

1. **THE PARTIES:** This Service Agreement ("Agreement") made this 24th of April 2023 is by and between Arrowleaf Technologies, LLC., a Florida Corporation, with a mailing address of 8024 Old County Road 54, New Port Richey, Florida 34655 ("Contractor") and TMFS Corporation with a mailing address of 3412 Hillmoor Drive, Palm Harbor, Florida, 34677 ("Client").

In consideration of the the mutual terms and covenants hereinafter set forth, Contractor and Client agree as follows:

- 2. **SERVICES:** The Contractor shall provide the following services in preparation for a potential software maintenance agreement. At the conclusion of this review, the Contractor will determine if future services can be provided to the Client. This review shall consist of:
 - A) Current software assets in an attempt to understand platform, language, purpose and workflow with the objective of being able to provide the Client with future software maintenance. It is currently understood that the language used is C#, developed on an ASP.NET platform, which provides Software as a Service ("SaaS") for the client customers.
 - B) Database Management System ("DBMS") including table construction, triggers, views, functions and procedures and their interactions with each other, other database schema and the software that consumes those services. It is understood that the DBMS is Microsoft SQL Server.
 - C) Policies that create the workflow interaction between the DBMS, the websites ("Front End") and the software ("Back End").
- 3. **TERM:** The services shall begin upon commencement of the Agreement and end when Services are complete but not to exceed a total of five (5) hours.
- 4. **TERMINATION:** Either the Client or the Contractor can terminate this Agreement, without cause, by giving 3 days notice and providing their obligations up until termination.
- 5. **COMPENSATION:** In exchange for the services provided by the Contractor, the Client agrees to pay the Contractor \$100.00 per Hour, not to exceed five (5) hours.
- 6. **OTHER EXPENSES:** Client will be responsible for all other expenses outside of the scope of this Agreement.
- 7. **INDEMNIFICATION:** The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

- 8. **RELATIONSHIP DEFINED:** Nothing in this Agreement shall indicate the Contractor is a partner, agent, or employee of the Client. The Client employs the Contractor as an independent contractor, and the Contractor hereby accepts.
- 9. **OTHER AGREEMENTS:** It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.
- 10. **GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws under the state of Florida.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Contractor Signature:		Date:	04/24/2023
Printed Name:	Shawn P. Simmons, Owner / Operations		
Client Signature:		Date:	04/24/2023
Printed Name:			

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WHEREBY:

The Client hereby has agreed and retains the services of the Developer to design and develop the TMFS Administrative Web Services Application (Website) and the Developer is interested in undertaking such work. Client and Developer mutually desire to set and agree to the following terms and conditions as listed

SCOPE OF WORK:

The purpose of the Website is to allow Administrative Consultants to manage Driver and Vehicle accounts hosted by vehiclefilesonline.com and driversfilesonline.com, currently hosted products owned by the Client. The complexity of the design of this website will be met with ongoing design and support as needed. Proposed design components will be ongoing until the Client is satisfied the Website works according to specification.

DEVELOPER REQUIREMENTS:

Client hereby retains the services of Developer to design and develop the Website and necessary additional items as listed in accordance with the proposal submitted from Developer to Client.

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PRICING:

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