

CIVICSERVE MASTER SERVICES AGREEMENT

THIS MASTER SERVICE(S) AGREEMENT (the "Agreement") between CivicServe, Inc. ("CivicServe") with its principal place of business at 207 W Jefferson Street Suite 501 Bloomington, IL 61701 and the City of Ocala, a City with its principal place of business at 110 SE Watula Ocala, FL 34471 ("Customer") is made effective as of July 6, 2023 ("Effective Date").

1. CIVICSERVE DELIVERY OF SERVICE(S):

CivicServe grants Customer a non-exclusive, non-transferable, limited license to access and use the CivicServe Service(s) on the Authorized Website(s) identified in the attached Schedule A in consideration of the fees and terms described in Schedule A. This Agreement will also govern all additional Schedules for Service(s).

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with CivicServe. However, Customer will retain ownership of all its data in the system.

Customer agrees that (1) this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others; (2) CivicServe is not responsible for content placed into the Service(s); (3) that the Service(s) will not be used to capture confidential information of any kind such as social security numbers; or bank account information and, (4) that it will maintain the Authorized Website(s) identified in Schedule A, provide CivicServe with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by CivicServe" logo with a hyperlink to CivicServe's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:

CivicServe will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. CIVICSERVE DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNAFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:

CIVICSERVE MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE STATED HEREIN OF THE SERVICE(S) AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. CIVICSERVE'S LIABILITY UNDER ALL CIRCUMSTANCES INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED BY CIVICSERVE UNDER THIS AGREEMENT.

5. TERMINATION:

Either party may terminate this agreement without cause if the terminating party gives the other party sixty (60) days written notice prior to termination. Should Customer terminate without cause after the first date of the then current term as defined in the attached schedule, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. CivicServe may terminate service(s) if payments are not received by CivicServe as specified in Schedule A. All monies associated to the current term will be due immediately.

Upon any termination, CivicServe will discontinue Service(s) under this agreement; CivicServe will provide Customer with an electronic copy of all of Customer's data, if requested and for a cost of no more than \$2,500; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. INDEMNIFICATION

To the extent allowed by law, each Party agrees to fully indemnify and hold harmless the other for any and all costs, liabilities and losses resulting from any claim, suit, action, or proceeding brought by any third party.

7. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures. CivicServe may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

8. SERVICE INITIATION:

Customer agrees to perform all customer activities as stated on Schedule A.

9. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's confidential and proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public, which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of CivicServe, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). CivicServe will use reasonable efforts to ensure that any CivicServe contractors maintain the confidentiality of proprietary materials and information. The parties acknowledge that the City is a governmental entity obligated to comply with Florida's Public Records Act codified as Chapter 119, Florida Statutes (the "Act"). To the extent that any provisions of this Agreement conflict with the Act, such terms shall be null and void and the Act shall control.

10. MISCELLANEOUS PROVISIONS

This Agreement will be governed by and construed in accordance with the laws of the State of Florida. CivicServe may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld. CivicServe, at its discretion, may inform through conversations, website, or social media platforms that Customer is using CivicServe's platform. CivicServe shall promptly notify the Customer in writing within 72 hours upon becoming aware of any data breach or new vulnerability that may compromise the security or confidentiality of the City's data. The notification must include detailed information about the nature of the breach or vulnerability, the potential impact on the Customer's data and systems, and any remedial actions being taken or recommended by the vendor to address the situation.

11. NO WAIVER OF SOVEREIGN IMMUNITY: Nothing herein is intended to waive sovereign immunity protections enjoyed by the City of Ocala. Specifically, any obligation of the City of Ocala to indemnify CivicServe is limited and shall not exceed the lesser of \$200,000 per person or entity or \$300,000 per claim or occurrence, or the then-current limits set forth in Section 768.28, Florida Statutes. This term shall survive termination of this Agreement.

12. ACCEPTANCE:

Authorized representatives of Customer and CivicServe have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: City of Ocala

Signature: Peter Lee

Print Name: 5BB28E162F2E4C2... Peter Lee

Title: City Manager Date: 7/18/2023

CivicServe, Inc. - DocuSigned by:

Signature: [Signature]

Print Name: D783FFD66E1D4F9... CivicServe, Inc.

Title: CEO Date: 7/18/2023

CIVICSERVE MASTER SERVICES AGREEMENT**SCHEDULE A****A. Service(s) Descriptions:**

Subscribed Services											
CivicServe's Program Management Public Portal	Web Portal allows developers, business owners, and the public to review information, create requests for review, register as an interested party, apply for staff consideration, upload documents, or submit project compliance data for the City of Ocala Economic Development incentive, non-incentive and internal programs listed below.										
CivicServe's Administration Service	CivicServe's Administration Management Service platform digitizes the City of Ocala's projects in the programs listed below to capture data for scoring, review, approval/denial, automated tracking, compliance and reporting throughout the project life cycle. There is no limit to the number of users on CivicServe's platform.										
Incentive based programs	CivicServe's platform will support the following incentive programs for the City of Ocala: <table> <tr> <td>☐ Abatements</td><td>☐ BDD</td></tr> <tr> <td>☐ CRA</td><td>☐ Enterprise Zone</td></tr> <tr> <td>☒ Grants</td><td>☐ Loans</td></tr> <tr> <td>☐ PILOT</td><td>☐ TDD</td></tr> <tr> <td>☐ TIF</td><td>☒ Other/Custom: Economic Investment Program</td></tr> </table>	☐ Abatements	☐ BDD	☐ CRA	☐ Enterprise Zone	☒ Grants	☐ Loans	☐ PILOT	☐ TDD	☐ TIF	☒ Other/Custom: Economic Investment Program
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☐ CRA	☐ Enterprise Zone										
☒ Grants	☐ Loans										
☐ PILOT	☐ TDD										
☐ TIF	☒ Other/Custom: Economic Investment Program										
Non-Incentive Based programs	CivicServe's platform will support the following incentive programs for the City of Ocala: <table> <tr> <td>☐ Activity Mapping</td><td>☐ Business Retention and Expansion</td></tr> <tr> <td>☐ Celebrations</td><td>☐ Minority/Women Business</td></tr> <tr> <td>☐ Event Planning</td><td>☐ Farmer's Market</td></tr> <tr> <td>☐ RFP/RFQ</td><td>☐ Site Selection</td></tr> <tr> <td>☐ Tourism</td><td>☐ Other/Custom</td></tr> </table>	☐ Activity Mapping	☐ Business Retention and Expansion	☐ Celebrations	☐ Minority/Women Business	☐ Event Planning	☐ Farmer's Market	☐ RFP/RFQ	☐ Site Selection	☐ Tourism	☐ Other/Custom
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☐ Celebrations	☐ Minority/Women Business										
☐ Event Planning	☐ Farmer's Market										
☐ RFP/RFQ	☐ Site Selection										
☐ Tourism	☐ Other/Custom										

Modules not checked above may be purchased at a future date by the City of Ocala

B. CivicServe Agrees To The Following Functionality Related to the Service(s):

- Initial setup and ongoing support of Public Portal with Icons and Links to Customer Help areas
- Branded labeling of Public Portal to the look and feel of Customer website
- Initial setup and ongoing support of application(s) for services listed above
- Initial setup and ongoing support of Application Portal with branded labeling to the look and feel of Customer website
- Initial setup and ongoing support of Administration Portal
- Initial setup and ongoing support of Scoring Matrix as approved by City of Ocala staff
- Initial setup and ongoing support of reporting
- Future Branding to Customer Website is included once per billable term. Otherwise, branding is billed at \$150/hr.
- Special Implementation Action (Integrations, etc.): None

C. Customer Agrees To:

- Hold an implementation joint kickoff meeting with CivicServe within 15 days from contract signing
- Provide CivicServe with items required as outlined during implementation process

D. Training and Ongoing Support Included in Implementation and Subscription Fees:

- Two, 30-minute online training sessions
 - On-Site Training Days may be purchased at a future date at the rate of \$1,800 per day plus expenses
 - Additional hours of online end-user training, may be purchased at a future date at \$150/hour
- Ongoing support through system videos and knowledge base
- Periodic webinars to train and update customers on new features
- Services available on the CivicServe platform which not listed above are not included in this agreement and will not be available in the City of Ocala instance. They may be added at the discretion of the City of Ocala for an additional fee.
- Customer will log ALL ISSUES to Support@CivicServe.com to receive technical support.

E. Implementation: Within 30 days of the kickoff meeting with CivicServe, the City of Ocala's instance will be available to use by staff. For the programs listed in Schedule A, CivicServe will match the public portal to the landing page to the look and feel, set up to 3 applications per program, enter legacy projects provided by the City of Ocala, complete the functionality to administer future projects and programs.

F. Data: Customer data is owned by customer. All document attachment storage is via a standard storage account provisioned by CivicServe. 500GB of storage is included in the fees set forth above, with every additional 100GB of storage being assessed a fee of \$20/month.

CIVICSERVE MASTER SERVICES AGREEMENT

Additionally, 500GB per month of document attachment retrieval is included. CivicServe will advise the City of Ocala well in advance of any storage charges and provide time for the City of Ocala to stay under the storage threshold.

G. Terms: **Billable Term: 1 year (365 days).** Billable term begins the 1st of the month following the kickoff meeting. Upon the expiration of this initial Billable Term, the term will continue to auto-renew to subsequent annual Renewal Terms unless Customer notifies CivicServe in writing of its intention not to extend the term at least sixty (60) days prior to expiration of the then current term end date.

H. Fees:

Software Subscription Fees	
Note: CivicServe's Platform is a Fund eligible expense	
Software License(s)	Annual Cost
CivicServe's Program Management Platform Services as Described in Section A – Unlimited Users	\$30,000.00
Flagship Customer Discounting	(\$10,000.00)
Total (Includes all Service(s) upgrades)	\$20,000.00

One Time Implementation Costs	
Platform Implementation Costs	\$2,000.00
Waived	(\$2,000.00)
Total	\$0.00

I. Billing: All fees are exclusive of taxes, billed on an annual basis at time of contract signing, and due upon receipt of invoice. This secures site, servers, and resources necessary to begin project. If payment is not received by start of the **Billable Term**, CivicServe has the right to suspend all services. Furthermore, invoices accrue 1% per month past due and customer is responsible for all costs, including attorney fees, for the collections of invoices. Renewal terms will not increase by more than eight percent.

J. Remittance: All payments should be made directly to CivicServe. CivicServe mailing address for all payments is:
CivicServe Accounts Receivable Department, at 207 W Jefferson Street Suite 501 Bloomington, IL 61701

K. Contacts:

Organization Name: City of Ocala, Growth Management Department

Main Contact Name: Aubrey Hale Title: Economic Development Director

Address: 201 SE 3rd Street City: Ocala State: FL Zip: 34471

Work Phone: 352-629-8550 Cell: 352-812-6038 Email: ahale@ocalafl.gov Fax: 352-629-8242

Billing Contact Name: Holly Lang Title: Fiscal Manager

Address: 201 SE 3rd Street City: Ocala State: FL Zip: 34471

Work Phone: 352-629-8481 Cell: Email: hlang@ocalafl.gov Fax: 352-629-8242

Certificate Of Completion

Envelope Id: 1AAFD1B72A4A433D92C8106EBF232A03

Status: Completed

Subject: SIGNATURE - CivicServe Master Services Agreement (GRM/230618)

Source Envelope:

Document Pages: 3

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

Patricia Lewis

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

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plewis@ocalafl.org

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Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Timestamp

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Signed: 7/13/2023 1:01:37 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Peter Lee

plee@ocalafl.org

City Manager

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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Viewed: 7/18/2023 8:53:51 AM

Signed: 7/18/2023 8:54:03 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

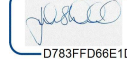
CivicServe, Inc.

jrobinson@civicserve.com

CEO

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Uploaded Signature Image

Using IP Address: 199.204.82.187

Sent: 7/18/2023 8:54:05 AM

Viewed: 7/18/2023 8:58:20 AM

Signed: 7/18/2023 8:59:04 AM

Electronic Record and Signature Disclosure:

Accepted: 7/18/2023 8:58:20 AM

ID: b14339e4-5ccf-4446-9691-6f95862569a2

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/7/2023 11:29:20 AM
Certified Delivered	Security Checked	7/18/2023 8:58:20 AM
Signing Complete	Security Checked	7/18/2023 8:59:04 AM
Completed	Security Checked	7/18/2023 8:59:04 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.