

SECOND AMENDMENT
TO
MYUSAGE PREPAID SOFTWARE ACCESS AGREEMENT

THIS SECOND AMENDMENT TO MYUSAGE PREPAID SOFTWARE ACCESS AGREEMENT (the “Amendment”), is made and entered into effective as of April 19, 2023 (the “Effective Date”), by and between Exceleron Software, LLC, Texas limited liability company (“Exceleron”), and the City of Ocala (“Customer”).

RECITALS:

A. Exceleron and Customer into that certain MyUsage Prepaid Software Access Agreement, dated effective on or about October 5, 2020, which agreement was amended by that certain First Amendment to MyUsage Prepaid Software Access Agreement, dated effective as of October 14, 2021 (the “First Amendment”), which amendment added the Supplemental Terms and Conditions for Payment Processing (collectively, the “Agreement”).

B. Exceleron and Customer desire to amend the Agreement to add an additional payment method for the benefit of Customer and its Participating Customers to utilize Exceleron’s System to make payments using designated automated teller machines as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and, in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Exceleron and Customer hereby covenant and agree as follows:

1. Defined Terms. Terms defined in the Agreement and delineated herein by initial capital letters shall have the same meanings ascribed thereto in the Agreement, except to the extent that the meaning of any such term is specifically modified by the provisions hereof. In addition, other terms not defined in the Agreement but defined herein will, when delineated with initial capital letters, have the meanings ascribed thereto in this Amendment. Terms and phrases which are not delineated by initial capital letters shall have the meanings commonly ascribed thereto.

2. Amendment to Section 1 of Supplemental Terms and Conditions for Payment Processing. Section 1 of the Supplemental Terms and Conditions for Payment Processing is hereby amended to add or amend, as the case may be, the following definitions:

(a) ATM – an automated teller machine.

(b) Cash-In ATM Payment Transactions – a cash payment by a Participating Customer or other person to Customer utilizing a Designated ATM utilizing Exceleron’s Software.

(c) Designated ATM – ATM’s designated by Exceleron to be used by

Participating Customers for processing of payments to Customer. The list of Designated ATM's is maintained in the MyUsage Prepaid Software System and periodically updated as additional ATMs are upgraded to support Cash-In ATM Payment Transactions.

(d) Designated Service Providers – entities used by Exceleron to facilitate the Cash-In ATM Payment Transactions and distributions of funds to (i) Customer for the accounts of Participating Customers and (ii) Exceleron for the Convenience Fees and other amounts due under the Agreement.

(e) Participating Customers – definition is hereby amended to include prepaid and postpaid (for Participating Customers who pay bills from Customer in arrears, if any) customers of Customer.

(f) Systems and Software – definitions are hereby amended to include Exceleron's MyUsage Prepaid Software and MyUsage Postpaid Software, as applicable.

3. Payment Processing for Cash-In ATM Payment Transactions. The Agreement is hereby amended to enable Participating Customers to make payments to the Customer using Exceleron's System by utilizing Designated ATM's. The Company shall utilize the services of Designated Service Providers in performing its duties hereunder.

(a) Service Level and Support. The Service Level and Support described in Section 3 of the Terms and Conditions of the Agreement shall be applicable to all payments made by, or on behalf of, Participating Customers utilizing Designated ATM's.

(b) Remittance Data File and Report Delivery. The Daily Payment Detail, Daily Payment Summary and the Daily Detail described in Section 4 of the Supplemental Terms and Conditions for Payment Processing shall include all Cash-In ATM Payment Transactions utilizing Designated ATM's. Notwithstanding the foregoing, Customer and Exceleron acknowledge that the distribution of such Cash-In ATM Payment Transactions made by Participating Customers to Customer will be made on the business day following the Cash-In ATM Payment Transaction via ACH wire. Customer and Exceleron acknowledge that settlement to the Customer's account may not occur on the same business day as the ACH wires. For purposes hereof, "business days" include Monday through Friday, excluding weekends and generally recognized U.S. banking holidays.

4. Payment Processing Convenience Fees for Customer Cash-In Payment Transactions Utilizing Designated ATM's. Each Participating Customer shall incur a Convenience Fee of \$2.00 per Cash-In ATM Payment Transaction utilizing the System. Exceleron or its Designated Service Provider(s) will initiate the ACH wire distributions of monies paid by Participating Customers to Customer and Exceleron in accordance with Section 4 of the Supplemental Terms and Conditions for Payment Processing of the Agreement.

(a) Additional Charges, Fees and Reimbursements. Customer understands and acknowledges that Cash-In ATM Payment Transactions may fail or otherwise be disputed by Participating Customers, Exceleron or its Designated Service Providers. Any Cash-In ATM

Payment Transaction that is rejected or contested, if any, shall incur additional fees commensurate with those set forth in the Payment Processing Bank Exception Fees described in Section 2(B) of the First Amendment to the Agreement, which fees shall be paid by Customer. Customer shall pay Exceleron for any and all costs and fees incurred by Exceleron as the result of any failed Cash-In ATM Payment Transaction, and Customer hereby authorizes Exceleron to invoice Customer for any such amounts. No fees set forth in this Section 4 shall be applicable or reduce the Monthly Minimum Fees described in the Agreement.

5. Use of Information. Customer acknowledges and agrees that in performing its fulfillment duties as relates to Cash-In ATM Payment Transactions by Participating Customers to Customer, Exceleron and/or its Designated Service Providers will collect, retain, and disclose data it receives from Participating Customers and Customer as necessary to assist in performing the Services under the Agreement. In addition, Exceleron and its Designated Service Provider, their subsidiaries, partners, suppliers, fulfillment partners and/or such parties' agents and contractors may transfer such participating data amongst themselves as reasonably necessary for the provision and management of the Systems and services being provided by Exceleron hereunder.

6. Effect of Amendment. Except as specifically amended by the provisions hereof, the terms and provisions stated in the Agreement shall continue to govern the rights and obligations of the parties thereunder; and all provisions and covenants of the Agreement shall remain in full force and effect as stated therein, except to the extent specifically amended by the provisions hereof. This Amendment and the Agreement shall be construed as one instrument. In that regard, this Amendment and the Agreement, including all exhibits and schedules to each such document, constitute the entire agreement between the parties relative to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the parties in connection therewith.

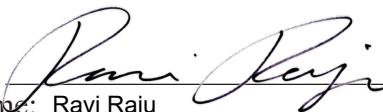
7. Counterparts; Electronic Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart, and any of the parties hereto may execute this Agreement by signing any such counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Each party to this Agreement consents to the use of electronic and/or digital signatures by the parties hereto.

[Signature pages follow]

The parties hereto have executed this Amendment to be effective as of the Effective Date.

EXCELERON:

EXCELERON SOFTWARE, LLC,
a Texas limited liability company.

By: 
Name: Ravi Raju
Title: Chief Operating Officer

CUSTOMER:

CITY OF OCALA

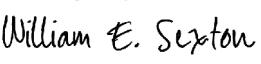
DocuSigned by:
By: 
Name: Janice Mitchell
Title: CFO

ATTEST:

DocuSigned by:

Angel Jacobs
F82769461C4E4E5...
City Clerk

Approved as to form and legality:

DocuSigned by:

William E. Sexton
B07DCFC4E86E429...
City Attorney

Certificate Of Completion

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Status: Completed

Subject: Second Amendment to Prepaid Electric Account Management (Exceleron Software LLC) (CSO/200693)

Source Envelope:

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Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Brittany Craven

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Ocala, FL 34471

biverson@ocalafl.org

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William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication (None)

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William E. Sexton
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Janice Mitchell

jmitchell@ocalafl.org

CFO

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ID: 931ec994-28eb-4c99-bdb7-381155c18c4c

Signature Adoption: Pre-selected Style

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Signed using mobile

Angel B. Jacobs

ajacobs@ocalafl.org

April 19

City of Ocala

Security Level: Email, Account Authentication (None)

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Angel B. Jacobs
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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	4/13/2023 11:56:57 AM
Envelope Updated	Security Checked	4/13/2023 11:59:32 AM
Envelope Updated	Security Checked	4/13/2023 11:59:32 AM
Envelope Updated	Security Checked	4/13/2023 11:59:32 AM
Envelope Updated	Security Checked	4/13/2023 11:59:32 AM
Certified Delivered	Security Checked	4/19/2023 9:46:40 AM
Signing Complete	Security Checked	4/19/2023 9:47:43 AM
Completed	Security Checked	4/19/2023 9:47:43 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.