



MACKAY METERS, INC.
TERMS AND CONDITIONS OF SERVICE
GATEWAY / HOSTING / NOTIFICATION SERVICE AGREEMENT

THIS AGREEMENT made this 15th day of November, 2024. ("Effective Date")

BETWEEN:

MACKAY METERS, INC., a body corporate
(hereinafter called "MacKay")

OF THE ONE PART

-AND-

CITY OF OCALA, a Municipal body
(hereinafter called "Client")

OF THE OTHER PART

1. DEFINITIONS

1. In this Agreement the following words and expressions shall, unless the context otherwise requires, have the following meanings:

- a) "Bank Charges" means the charges levied by the Merchant Acquiring Bank for Card Transactions and Refunds;
 - b) "Bank System" means the banking system operated by any approved bank, financial institution or other body;
 - c) "Card" means credit or debit cards;
 - d) "Codes of Practice" means all codes of practice, rules of procedure, guidelines, directions, scheme rules and other requirements issued by the Bank System as may be specified from time to time as being applicable to the Services and the use thereof by the Client;
 - e) "Confidential Information" means, in relation to either party, information (whether in written or electronic form) belonging or relating to that party, its business affairs or activities which is not in the public domain and which:
 - (i) either party has marked as confidential and proprietary; or
 - (ii) either party in writing has advised the other party is of a confidential nature;
- This definition is applicable only to the extent it does not conflict with the State of Florida Public Records Act. To the extent it does the provisions of the addendum marked Exhibit A shall control.
- f) "Client Account Information" means the information provided by the Client of all the Client details including the Merchant Account information and/or requirements, such information to be provided to MacKay in a form to be agreed between the parties;
 - g) "CVV, CVV2, CVC2 or PVV" means the security digits encoded on the Card, printed on the Card signature strip or appearing elsewhere on the Card;
 - h) "Fees" means all fees as set out in Schedule A herein;
 - i) "Intellectual Property" means all copyright, design rights, database rights, trade marks, trade names, Confidential Information, service marks, domain name rights, patents, know-how and all other intellectual property rights, whether registered, registerable or not and both present and future;
 - j) "Merchant Account" means the merchant account facility agreed between the Client and the Merchant Acquiring Bank;
 - k) "Merchant Acquiring Bank" means the bank with which the Client holds a Merchant Account;
 - l) "Merchant ID" means the identity number associated with the Merchant Account as notified to the Client by the Merchant Acquiring Bank;
 - m) "Offering" means the goods and/or services offered to the Service User by the Client from the Terminal for which payment is made using the PSP Service;
 - n) "PSP Service(s)" means the processing of Card Transactions from Terminals making the Offering, such services to include but not be limited to: accepting authorization requests for Card Transactions from the Terminals; the authorization of Card payments via the Merchant Acquiring Bank; following authorization, passing an appropriate message back to the requesting Terminal and submitting the settlement file of authorized Card payments to the Merchant Acquiring Bank. PSP Services are provided in part by a third party, CreditCall Ltd. ("CreditCall"), subject to an agreement ("CreditCall Agreement") between MacKay Meters, Inc., and CreditCall. PSP Services may also be provided by MacKay using an alternative third party solution as MacKay shall, in its sole discretion, determine from time to time;
 - o) "Public System" means the telecommunications system run by a public telecommunications operator or internet service provider which may be accessed by GSM Data, ISDN, IP, Mobitex, analogue line or other transmission type;

- p) "Refund" means a Transaction Amount that is refunded to the Service User by the Client via WebMIS;
- q) "Service User" means the purchaser of the Offering;
- r) "Services" means:
 - (i) the hosting of remote monitoring, reporting and remote alert notification services ("Hosted Services");
 - (ii) facilitating PSP Services for the Terminals;
 - (iii) telephone and email support during the initial set up of the Services during MacKay's normal business hours;
 - (iv) reasonable, ongoing technical support related to the Services during MacKay's normal business hours;
 - (v) data backups on MacKay's hosting server consistent with reasonable industry standards for a period of at least one year;
- s) "Terminal(s)" means MacKay's one-space, two-space and multi-space parking meter(s);
- t) "Terminal Live Date" means the date on which the Terminal starts transmitting Transactions to the PSP Service;
- u) "Track 2 Information" means the credit or debit card information held on the Card, typically on the computer chip or the magnetic stripe;
- v) "Transaction" means each individual payment authorization and/or settlement processed by the PSP Service;
- w) "Transaction Amount" means the amount charged by the Client to the Service User for the Offering;
- x) "WebMIS" means the CreditCall product which allows MacKay or the Client to access and manage their Transactions and Refunds via a CreditCall provided website.
- y) "WebMIS Login" means an access account for the CreditCall WebMIS service.

2. RESPONSIBILITIES OF MACKAY

1. MacKay will use all reasonable endeavors to provide and maintain the Services to the Client.
2. MacKay shall at its sole discretion, from time to time, improve, upgrade or alter the Services as it deems appropriate provided such changes do not materially change the nature of the Services. MacKay shall use all reasonable endeavors to inform the Client prior to the changes being made. Bug fixes and upgrades to the software forming part of the Hosted Services will be carried out automatically and at no charge to the Client.
3. MacKay acknowledges that it is responsible for the security of cardholder data which it possesses or otherwise stores, processes or transmits on behalf of the Client.

3. RESPONSIBILITIES OF THE CLIENT

1. The Client shall:
 - a) at all times throughout the duration of this Agreement ensure that all publicity, signage and/or promotional material issued by the Client in respect of or in connection with the Services complies in all respects with the Codes of Practice. The Client shall not in any publicity or other promotional activity state or imply any approval or endorsement by MacKay or CreditCall of any Offering in any way without the prior written approval of a duly authorized officer of MacKay or CreditCall, as the case may be;
 - b) ensure that before the Offering is made available to the public that all such rights, authorizations, licenses, exemptions, consents and permissions as may be necessary for the Offering have been obtained or granted and all such requirements of law or of any other competent authority or public body have been complied with as are necessary or prudent in connection with the provision of the PSP Service and shall at all times throughout the duration of this Agreement maintain in full force and effect all such rights, authorizations, licenses, consents and permissions and comply with all such requirements;
 - c) use best endeavors to provide to MacKay such assistance and/or information as MacKay may from time to time reasonably request in order to comply with all or any requirements and conditions at any time and from time to time imposed by any law or order of competent authority which are or may be applicable to or affect the Services;
 - d) undertake not to disconnect or interfere with the operation of the Services except where explicitly agreed in writing between the parties and to use its best endeavors to prevent such disconnection or interference by any third party;
 - e) report to MacKay any abuse or threatened abuse or loss of the Services or any factors affecting the performance of the Services as soon as practicable after the Client becomes aware of such abuse, loss or performance-affecting factors;

- f) acknowledge and ensure that for those Terminals providing PSP Services through CreditCall, CreditCall is and will be the supplier of payment service provision for the duration of this Agreement;
- g) ensure that only the sale of those services and/or products as agreed with MacKay and as documented in the Client Account Information will take place. MacKay reserves the right to treat any breach of this clause as a material breach for the purpose of this Agreement;
- h) purchase Terminal(s) that are appropriately configured to provide the Services;
- i) provide to MacKay in a timely fashion with the Client Account Information related to each Terminal or set of Terminals from which the PSP Service are to be provided and at least fifteen (15) working days prior to the Terminal Live Date;
- j) set up a Merchant Account with a Merchant Acquiring Bank, and be responsible to pay any and all set up and Bank Charges associated with the Merchant Account;
- k) RESERVED;
- l) obtain and maintain access to the internet using a current version of Google® Chrome or equivalent, at the Client's sole expense;
- m) be responsible for the Fees from the Terminal Live Date irrespective of the fact that MacKay is unable or prevented or hindered in providing the Services in any way as a result of Client's breach of its obligations as set out in this Agreement or its failure to maintain the Terminals. Where any break in Services is due to a problem with MacKay's provision of the Services, the Client will not be liable for the Fees applicable to any such break in Services;
- n) in the event of a dispute over an invoice under Clause 4, supply MacKay with any information and/or documentation as MacKay should reasonably request, within 5 working days;
- o) not use the Services in any manner whatsoever which constitutes a violation of any law, regulation, ordinance or other enactment, or of any person's rights, which may cause MacKay or CreditCall to be subject to any investigation, prosecution or legal action. MacKay reserves the right to terminate this Agreement with immediate effect in the event that this Clause 3.1.(o) is subject to a breach by the Client;
- p) monitor the Transactions, Refunds and its Merchant Account using WebMIS.

4. PAYMENT & FINANCIAL PROVISIONS

1. The Fees payable for the Services are set out in Schedule A of this Agreement.
2. All Fees are payable in US dollars and are non-refundable.
3. MacKay shall issue invoices to Client for Services provided or to be provided. Terms are Net 30 days from invoice date. MacKay shall invoice Client and Client shall pay MacKay for Services in accordance with the prices, quantities and Services description as outlined in Schedule A. Client shall make payment in full to MacKay within thirty (30) days of invoice date.
4. MacKay shall be entitled to modify Fees and charges upon sixty (60) days written notice to Client prior to a given renewal date pursuant to procedures set out in Clause 11.1.
5. If Fees are increased, Client will have thirty (30) days from the date of the notice to terminate this Agreement by notice in writing to MacKay.
6. MacKay reserves the right to charge and invoice the Client an additional development fee to cover costs in the event that the Client directs MacKay to utilize a Merchant Acquiring Bank that requires MacKay to complete an accreditation procedure. Prior to undertaking, the total amount of any such fees and costs will be provided by MacKay to Client, and MacKay must receive written approval to proceed by Client.
7. Unless stated otherwise all Fees, charges and other payments to be made by the Client under this Agreement are exclusive of sales and use tax and any other applicable taxes. It is the Client's responsibility to identify and pay any taxes or charges applied by any statutory or public body in the country and/or state in which the Client carries on its business and the country and/or state in which the Offering is made.
8. All payments due to MacKay shall be paid in full without any set off, counterclaim, deduction or withholding of any kind.
9. MacKay reserves the right to suspend the Services where any amount is outstanding for Services 60 days past the invoice due date.
10. MacKay reserves the right to charge daily interest on any outstanding amounts, at a rate equal to Florida statutory rate as current from time to time, whether before or after judgement, until the date actual payment is made.

5. SECURITY

1. For security purposes, and in keeping with existing Codes of Practice, the MacKay supplied Terminals:
 - a) do not store any Service User-identifying element of a Transaction, other than temporarily to process the Transaction with the PSP Service; this explicitly includes (but is not limited to) any Card numbers, CVV, CVV2, CVC2 or PVV information and any Track 2 Information derived from the chip or magnetic strip;
 - b) do not log any Service-User identifying element of a Transaction for any purpose at all including debugging or auditing and nor will any other record of a Transaction be held electronically or on paper; and
 - c) do encrypt or obscure the Card numbers either by masking all digits except the first 6 and last 4 numbers; using the last 4 digits only or by applying a secure one way hashing algorithm such as SHA-1.
2. Independent of and notwithstanding the above practices employed by the supplied Terminals, the Client shall:
 - a) not store any Service User-identifying element of a Transaction, other than temporarily to process the Transaction with the PSP Service; this explicitly includes (but is not limited to) any Card numbers, CVV, CVV2, CVC2 or PVV information and any Track 2 Information derived from the chip or magnetic strip;
 - b) not log any Service-User identifying element of a Transaction for any purpose at all including debugging or auditing and nor will any other record of a Transaction be held electronically or on paper; and
 - c) encrypt or obscure the Card numbers either by masking all digits except the first 6 and last 4 numbers; using the last 4 digits only or by applying a secure one way hashing algorithm such as SHA-1.

6. PRIVACY

1. Both parties shall at all times comply with any applicable privacy legislation, regulation, order or other enactment. Neither party may disclose personal information relating to any Service User to the other party save where the other party can demonstrate to the disclosing party's satisfaction that the Service User has consented to such disclosure or that such disclosure is otherwise in accordance with law.
2. Where any Service User's personal details are disclosed by one party to the other under Clause 6.1., above, the disclosing party shall not be liable for any loss caused, directly or indirectly to the receiving party, and/or any Service User by reason of any use, misuse or disclosure, made by the receiving party.

7. PROPRIETARY RIGHTS

1. The Intellectual Property in the Services and PSP Services, underlying technology and any supporting documentation shall remain exclusively owned by MacKay and/or CreditCall, as the case may be. Nothing in this Agreement shall give the Client any right, title or interest in the Services or PSP Services, underlying technology or supporting documentation, save as expressly set out in this Agreement.
2. This Agreement shall not operate as an assignment to either party of any Intellectual Property right belonging, or licensed, to any other party and each party shall retain ownership of, or other interest in, any such Intellectual Property right to which they may be entitled.
3. Nothing in this Agreement shall entitle either party to use any other party's name, logo, trademark or Intellectual Property right in any way or any context whatsoever without the prior written consent of the other.
4. MacKay reserves the right to assign or sub-contract any of its rights or obligations under this Agreement.
5. Both parties will use their best endeavors to ensure that they do nothing that will bring disrepute to the other party's name or which will affect the other party's reputation.
6. MacKay reserves all rights not expressly granted.

8. CONFIDENTIALITY

This confidentiality provision is applicable only to the extent it does not conflict with the State of Florida Public Records Act. To the extent it does the provisions of the addendum marked Exhibit A shall control.

1. Neither party shall without the prior consent of the other disclose, publish nor make use of, for its own or any purposes, any Confidential Information concerning the other which may come to its knowledge as a result of the discussions leading to this Agreement or anything done pursuant to it. This provision shall not apply:
 - a) to the disclosure or publication of any Confidential Information to any person having a legal right or duty to obtain or require such Confidential Information;

- b) where such Confidential Information has been disclosed or published to the general public (other than as a result of a previous, unauthorized disclosure, publication, or use for its own purpose by either party);
 - c) where the party received the Confidential Information from an independent third party who did not itself obtain it under an obligation of confidentiality;
 - d) where the Confidential Information is already known to the receiving party prior to the commencement of this Agreement (but, for the avoidance of doubt, this exception shall not apply to any Confidential Information which became known to that party during the course of any previous discussions, negotiations or relationship with the other party);
 - e) is developed by the receiving party at any time independently of the Confidential Information disclosed to it by the other party or by persons who have had no access to or knowledge of such information.
2. For the avoidance of doubt Clause 8.1 shall remain in full force and effect whilst this Agreement is in force and for a period of 2 years from the date of termination of this Agreement howsoever caused.
 3. The provisions set out in this Clause 8 are in addition to (and not in substitution for) all other confidentiality obligations agreed between the parties.

9. NO WARRANTY

1. MacKay makes no warranty or guarantee whatsoever, explicit or implicit, with regard to the quality, reliability or merchantability of the Services, and/or the PSP Services or the suitability of same for a particular purpose and without limiting the generality of the foregoing, MacKay does not warrant that the Services, the PSP Services, the Bank System or the Public System will be uninterrupted, error free or without delay.
2. Without limiting the generality of the foregoing, MacKay shall not be liable for any failure to provide or maintain the Services where such arises from a technical or other failure of the Public System, the Bank System or any product or service supplied by the Client or by a third party.
3. Without limiting the generality of the foregoing, the Client acknowledges that it has been made aware by MacKay of the types of theft and fraud which may occur and the Client further acknowledges and agrees that MacKay is not responsible in warranty or in contract for any repair, replacement or damages of any sort caused by fraud and/or theft or illegal means.

10. LIMITATION OF LIABILITY

1. Except to the extent arising from the gross negligence or willful misconduct of MacKay, MacKay will not be responsible for any loss the Client or anyone else suffers in any way related to or in connection with the Services or the PSP Services, regardless of cause. In no event will MacKay be liable for or obligated to pay damages of any kind, to any person, for loss of revenue, loss of profits, loss of business, loss of contracts, loss of goodwill, loss of data, loss of opportunity, damage to reputation or loss of anticipated savings, or any other damages or remedy, whether foreseeable or not, whether MacKay is advised of the possibility of any such losses or not, and whether or not sustained by the Client or any other person.
2. MacKay shall not be liable to the Client in respect of any breach of this Agreement caused by revocation or alteration of any license, permission or authorization governing the operation of the Services, the PSP Services, the Public System or the Bank System from time to time.
3. All risks in respect of authorization and/or settlement of Transactions and Refunds by the Bank System lie with the Client and/or the relevant financial institution, and neither MacKay nor CreditCall shall have any liability in respect thereof to the Client and/or the Service User except where a Transaction or Refund fails due to MacKay's or CreditCall's negligent act or omission in which case MacKay's and CreditCall's sole liability will be to reprocess the Transaction or Refund.
4. Neither MacKay nor CreditCall shall be liable for any costs associated with the acts or omissions of the Client or any third party.
5. In no circumstances will MacKay's liability to the Client hereunder exceed the sum of the Fees paid by the Client for Services for the 12 months preceding the date of any claim.
6. The Client acknowledges and agrees that neither MacKay nor CreditCall will have any liability in contract or in tort for:
 - a) the supply to the Service User of the Offering, invoices, receipts or any other information the Service User may require to use or otherwise take the benefit of the Offering;
 - b) the timeliness, standard, quality and/or suitability of the Offering;
 - c) or in respect of any charge, cancellation or dispute relating to the Offering.
7. The Client shall fully indemnify, subject to the financial limitations of Florida Statute 768.28, MacKay and/or CreditCall against any and all expenses, losses or damages resulting from claims or demands brought by a Service User against MacKay and/or CreditCall in respect of the Offering. MacKay shall as soon as reasonably possible give notice to the Client of any such action, proceeding, claim or demand and shall not settle or compromise any claim made by a Service User against MacKay without the prior written consent of the Client, which shall not be unreasonably withheld or delayed.

11. TERM, TERMINATION AND SUSPENSION

1. This Agreement will be in force from the Effective Date, through November 30, 2027 with option to renew for up to two (2) successive twelve (12) month periods unless the Client notifies MacKay in writing to the contrary at least fifteen (15) weeks before the expiration of the original term or any subsequent renewal, or unless this Agreement is otherwise terminated in accordance with the terms hereof.
2. Either party shall have the right at any time to immediately terminate this Agreement by giving notice to the other party if:
 - a) the other party commits a breach of this Agreement save that where the breach is capable of rectification this Agreement may not be terminated unless the other party fails to remedy the breach within ten (10) days of receipt of a written notice to do so; or
 - b) the other party commits any act of bankruptcy or act of insolvency; or
 - c) the other party proposes or accepts an arrangement with any one or more of its creditors or suffers a petition for winding up (otherwise than for reconstruction or amalgamation) or the appointment of a receiver or administrative receiver over all or any part of its assets; or
 - d) anything analogous to any of the foregoing occurs to the other party under the law of any jurisdiction.
3. MacKay may suspend Services immediately upon non-payment of any amount owing under this Agreement, as of sixty (60) days such amount becomes due. MacKay may terminate this Agreement if payment is not made in full within thirty (30) days of notice of non-payment.
4. MacKay may suspend or terminate PSP Services if the services provided by CreditCall are interrupted or terminated for any reason, and MacKay shall use best endeavors to notify Client in advance of such interruption or termination.
5. Termination of this Agreement shall be without prejudice to any rights that either party may have against the other under the terms of this Agreement which have accrued up to the date of termination.
6. Where this Agreement is terminated (howsoever caused) those provisions of this Agreement capable of surviving termination (including but not limited to Clauses 8, 9, and 10) shall continue in full force and effect.

12. WAIVER

1. No failure or delay by either party in exercising its rights under the Agreement shall be construed as a waiver or release from that right or create a precedent or in any way prejudice any party's rights under this Agreement.
2. Any waiver by either party of any provision of this Agreement shall be limited to the particular breach and shall not operate in any way in respect of any future breach.
3. The rights and remedies provided in this Agreement are cumulative and are additional to any rights or remedies provided by law.

13. GENERAL

1. The following provisions govern this Agreement:
 - a) Except for payment obligations, neither party will be liable for any failure or delay in performing any obligation under this Agreement that is due to causes beyond its reasonable control, including without limitation act of God, flood, lightning or fire, the act or omission of government, war, terrorism, riot or congestion or non-operation of the Public System or the Bank System. If these causes continue to prevent or delay performance for more than thirty (30) days, the affected party may terminate this Agreement, effective immediately upon notice to the other party.
 - b) The parties to this Agreement are independent entities. Nothing in this Agreement shall constitute any partnership between the parties or to create any relationship of agency between them and neither of the parties has authority to bind the other in any way, unless expressly stated.
 - c) The rights and obligations of the parties will bind and enure to the benefit of their respective successors, executors, administrators and permitted assigns. The Client may not assign or delegate its obligations under this Agreement without the prior written consent of MacKay. MacKay may assign its rights and obligations under this Agreement to a third party in connection with a merger, sale of all or substantially all of MacKay's assets or other corporate reorganization.
 - d) No modification or other change to this Agreement will be binding unless signed by a duly authorized officer of MacKay and a duly authorized officer of the Client.
 - e) This Agreement will be governed by and construed in accordance with laws of the State of Florida. Both parties agree that any litigation or arbitration between the parties will take place in the Marion County, Florida.
 - f) Reference to any statute, license or other regulation includes a reference to that statute, license or regulation as re-enacted or amended from time to time.

CONTRACT# GRM/250599


- g) Where the context so admits words denoting the masculine gender shall include the feminine or the neuter and vice versa and words denoting the singular shall denote the plural and vice versa.
- h) The Clause headings are for the purpose of reference only and do not form part of this Agreement, nor do they affect the validity or enforceability of this Agreement.
- i) If any provision of this Agreement is found by a court or any other competent authority to be unenforceable for any reason, all other provisions of the Agreement not affected by such invalidity or unenforceability shall remain in full force and effect; and both parties will seek to agree to a valid and enforceable substitute provision that achieves to the greatest extent possible the economic, legal and commercial objective of the invalid or unenforceable provision.
- j) Except where this Agreement specifies "written notice" or as may otherwise be required by law, all notices under this Agreement shall be given by Internet electronic mail to MacKay at the email address specified below and to the Client at the email address specified in Schedule A. Where this Agreement specifies "written notice," the notifying party will send a written copy, in addition to notice by electronic mail, by any established receipted delivery service to MacKay at the address noted below, and to the Client at the address noted in Schedule A.

MacKay Meters, Inc.
 PO Box 338
 1342 Abercrombie Rd.
 New Glasgow, Nova Scotia
 Canada B2H 5E3
 Fax: (902) 752-5955
contract.support@mackaymeters.com

- k) This Agreement, including Schedule A and Exhibit A, constitutes the entire agreement between MacKay and Client with regard to the Services, and replaces any previous agreement respecting the Services, and there are no other agreements, warranties, covenants or other obligations arising from any other document or communication between the parties.

BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS OF SERVICE, AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS. THE UNDERSIGNED SIGNATORY WARRANTS, PERSONALLY AND ON BEHALF OF THE CLIENT, THAT THE UNDERSIGNED HAS AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CLIENT, AND THAT THE SIGNATURE OF THE UNDERSIGNED IS SUFFICIENT TO FULLY BIND THE CLIENT TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Client Name: CITY OF OCALA

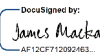
Signature:  Peter Lee

Print Name: Peter Lee

Title: City Manager

Date: 4/14/2025

MACKAY METERS, INC.

Signature:  James MacKay

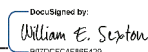
Print Name: James MacKay

Title: President

Date: 4/9/2025

Please sign 2 copies and return to MacKay Meters, Inc.
An executed copy will then be returned to you.

Approved as to form and Legality:

 William E. Sexton
 William E. Sexton, City Attorney

Addendum: See Exhibit A

SCHEDULE A

Effective Date: November 15, 2024

CLIENT'S INFORMATION

1. Client Name: CITY OF OCALA

2. a) Billing Department Contact:
Name: Bill Spinney
Telephone #: (352) 629-8573
Fax #:
Email: wspinney@ocalafl.gov

3. a) Billing Address: 201 SE 3rd Street (2nd Floor) 34471

b) Notification Contact:
Name: Bill Spinney
Telephone #: (352) 629-8573
Fax #:
Email: wspinney@ocalafl.gov

b) Notification Address: 201 SE 3rd Street (2nd Floor) 34471

FEES PAYABLE FOR SERVICES

1. Client shall pay the following set up fees:

a) Merchant ID set up fee (including unlimited MacKay Terminals at time of Merchant ID set up and if applicable one WebMIS Login account):
\$295 per Merchant ID
(WebMIS Terms & Conditions can be found on the WebMIS website and are incorporated within this Agreement)

b) Terminal set up fee (only applies when added to an existing Merchant ID):
\$15 per MacKay Terminal

c) Additional WebMIS Login account fee (only applies when added to an existing WebMIS Login):
\$100 per account
2. Client shall pay additional fees for customized web page design or other additional development or customization work requests:
Quotes available on request
3. Client understands and acknowledges that any and all fees, charges or other expenses associated with credit card payments are the responsibility of the Client.
4. Client shall pay the following fees for Services:

	Quantity	Annual Fee per Terminal*
Multi-Space Parking Meter	3	\$660.00

	Quantity	Monthly Fee per Terminal*	Fee per Credit Card Transaction*
One-Space Parking Meter	24	\$5.00	\$0.11
Two-Space Parking Meter	128	\$8.50	\$0.11

* Fee includes communication costs of Terminals on the Public System.

Addendum - Exhibit A

PUBLIC RECORDS. MacKay shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, MacKay shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF MACKAY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MACKAY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

Certificate Of Completion

Envelope Id: 04C8420A-AEC8-4F68-B278-B4D74F82C9C9

Status: Completed

Subject: SIGNATURE - MacKay Meters Terms & Conditions of Service GHNS Agreement (GRM/250599)

Source Envelope:

Document Pages: 9

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Porsha Ullrich

Location: DocuSign

4/7/2025 10:39:29 AM

pullrich@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

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:

William E. Sexton

B07DCFC4E86E429...

Timestamp

Sent: 4/7/2025 10:47:38 AM

Viewed: 4/8/2025 12:01:52 PM

Signed: 4/9/2025 11:43:29 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via Docusign

James MacKay

james.mackay@mackaymeters.com

President

Security Level: Email, Account Authentication
(None)

DocuSigned by:

James Mackay

AF12CF712092463...

Sent: 4/9/2025 11:43:31 AM

Viewed: 4/9/2025 12:10:14 PM

Signed: 4/9/2025 12:10:39 PM

Signature Adoption: Pre-selected Style

Using IP Address: 142.176.165.19

Electronic Record and Signature Disclosure:

Accepted: 4/9/2025 12:10:14 PM

ID: 674e9fd5-8e9e-4cf8-b6d7-08d53833a1aa

Peter Lee

plee@ocalafl.org

City Manager

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Peter Lee

5BB28E162F2E4C2...

Sent: 4/9/2025 12:10:41 PM

Viewed: 4/14/2025 10:39:07 AM

Signed: 4/14/2025 10:39:22 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via Docusign

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	4/7/2025 10:47:38 AM
Certified Delivered	Security Checked	4/14/2025 10:39:07 AM
Signing Complete	Security Checked	4/14/2025 10:39:22 AM
Completed	Security Checked	4/14/2025 10:39:22 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.