

City Contract # OPD/210396

Subscription Order #1

TRUCE Software  
1011 Warrenville Road, Suite 210  
Lisle, IL 60532  
888-896-9753 (office)  
225-218-0101 (fax)



| Customer Information     |  |
|--------------------------|--|
| Customer Name:           | City of Ocala, by and through<br>Ocala Police Department   |
| Customer Contact Person: | Joshua Sasso   |
| Customer Address:        | 402 S. Pine Ave.<br>Ocala, FL 34471                        |
| Phone:                   | 352-369-7033   |
| Email:                   | <a href="mailto:jsasso@ocalafl.org">jsasso@ocalafl.org</a> |

| Ship To Information  |  |
|--|--|
| Sales Executive:   |  |
| Ship To:   | Ocala Police Department<br>Attn: Adam Page |
| Address:   | 402 S. Pine Ave.<br>Ocala, FL 34471        |
| If multiple addresses are required attach a complete listing |  |

| Subscription Terms                       |              |
|--|--------------|
| Duration of Term:                        | 12 months    |
| Order Type:                              | New Business |
| Invoice Frequency:                       | Monthly      |
| Payment Terms:                           | Net 30       |
| PAYMENT DUE IN ADVANCE OF SERVICE PERIOD |              |

| Required Billing Information   |  |
|--|--|
| Accounting Contact:  | Diana Boozer   |
| Accounting Phone:  | 352-369-7188   |
| Accounting Email:  | <a href="mailto:dboozer@ocalafl.org">dboozer@ocalafl.org</a> |
| Invoices will be delivered via email. Billing inquiries should be sent to <a href="mailto:AR@trucesoftware.com">AR@trucesoftware.com</a> |  |
| PO Number if Required:   |  |

| Product                   | Users | Price per        | Total                |
|---------------------------|-------|------------------|----------------------|
| TRUCE System Subscription | 140   | \$17.00 per User | \$2,380.00 per month |
| Additional TRUCE Beacons  | 25    | \$3.00 per month | \$75.00 per month    |
| Total Monthly Fees:       |       |                  | \$2,455.00 per month |
| Total One-Time Fees:      |       |                  | N.A.                 |

\* Shipping charges and VAT taxes are not included in the above pricing. TRUCE will bill actual shipping charges upon completion of shipment.

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City Contract # OPD/210396


**Special Instructions / Additional Terms**


See SLSA Addendum attached hereto as Attachment A and incorporated herein by reference.  
See also City of Ocala Purchase Order attached hereto as Attachment B and incorporated herein by reference.

**General Terms**

1. This Subscription Order ("SO") will be governed by the terms of TRUCE's standard Software License and Service Agreement ("SLSA"), which is available on TRUCE's website [here](#). Accordingly, the terms of the SLSA (including all exhibits, attachments and hyperlinked documents referenced therein) are incorporated herein by reference.
2. Customer acknowledges that the SLSA may be updated from time to time in TRUCE's sole discretion, and such updated versions will be deemed incorporated herein by reference as of the date of posting to TRUCE's website; provided that no such updates to the SLSA will materially diminish Customer's rights with respect to the TRUCE System.
3. Capitalized terms used herein and not specifically defined herein shall have the meaning set forth in the SLSA.
4. In the event of any inconsistency between the terms set forth in this SO (including the SLSA Addendum attached hereto as Attachment A) and the Standard Terms in the SLSA, the terms set forth in this SO will control.
5. This SO and the SLSA, taken together, constitute the entire agreement between Customer and TRUCE with respect to the matters described herein, and are collectively referred to herein as the "Agreement."

By signing this SO, Customer acknowledges that (a) Customer has read and understands the terms of the Agreement, and (b) the individual whose name and signature appears below for Customer has the authority to bind Customer to the terms of the Agreement.

| Customer   |   |
|------------|---|
| Signature: |  |
| Name:      | Bill Kauffman   |
| Title:     | Assistant City Manager  |
| Date:      | 3/3/22  |

| TRUCE Software |   |
|----------------|---|
| Signature:     |  |
| Name:          | Joseph Boyle  |
| Title:         | CEO   |
| Date:          | 03 / 03 / 2022  |

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**Attachment A**  
**SLSA Addendum**

This SLSA ADDENDUM (the "SLSA Addendum") is entered into by and between **Cellcontrol, Inc. dba TRUCE Software** ("TRUCE") and the licensee named below ("Customer"), and is effective as of the date on which the last of the two parties has signed below.

All capitalized terms used in this SLSA Addendum and not specifically defined herein shall have the meaning set forth in TRUCE's standard Software License and Services Agreement (the "SLSA") which is available here.

Notwithstanding anything to the contrary expressed or implied in the SLSA, TRUCE and Customer agree to amend the Standard Terms of the SLSA as follows:

1. Term. Section 2.b. of the Standard Terms is hereby deleted in its entirety and the following inserted in its place:

"Term of Subscription Order(s). The License granted to the Customer under each Subscription Order will be effective for a period (the "Term") commencing on the Subscription Order Start Date and continuing until the expiration of the "Term" set forth in that Subscription Order."

2. Indemnification. Section 15.a. of the Standard Terms is hereby deleted in its entirety and the following inserted in its place:

"Customer will indemnify, defend and hold harmless TRUCE and its affiliates, and their respective officers, directors, shareholders, employees, successors and assigns, from and against all losses, claims, judgments, liabilities, damages, fines, penalties, assessments, actions or causes of action (including reasonable attorneys' fees and court costs) (collectively, "Losses") to the extent arising out of any third party claim relating to or based upon (i) any negligence or willful misconduct of Customer, its Users, Administrators, or other employees, contractors, personnel or agents, or (ii) any death, personal injury or property damage suffered by any of Customer's employees, contractors, agents or other personnel (including claims asserted under workers' compensation laws or similar laws). Notwithstanding the foregoing or anything to the contrary in this Agreement, Customer will have no obligation to indemnify TRUCE for any Losses that are (x) subject to TRUCE's indemnification obligations under Section 15.b. below."

3. Confidentiality. The definition of "Confidential Information" in Section 1.d. of the Standard Terms is hereby amended to provide that pricing and fees relating to the TRUCE System shall not be deemed to constitute "Confidential Information." Furthermore, the second sentence in Section 16 of the Standard Terms is hereby deleted in its entirety.

4. Dispute Resolution. Section 21.b. of the Standard Terms (Agreement to Arbitrate) is hereby deleted in its entirety.

5. Governing Law; Jurisdiction; Venue. Section 22 of the Standard Terms is hereby deleted in its entirety and the following inserted in its place:

"**Governing Law; Jurisdiction; Venue**: This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Each party hereby consents to the personal jurisdiction of the State of Florida, acknowledges that venue is proper in the state court in Marion County, Florida or federal court in the Middle District of Florida, Ocala Division, agrees that any action arising out of or related to this Agreement must be brought exclusively in a state or federal court in the State of Florida, and waives any objection it

has or may have in the future with respect to any of the foregoing. The parties expressly agree that this Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded."

6. Marketing Rights. Section 31 of the Standard Terms is hereby deleted in its entirety.

7. Ratification and Confirmation of Agreement. Except as expressly modified herein, the Agreement and all of the terms and conditions set forth therein are hereby ratified and confirmed in all respects.

8. Counterparts; Electronic Signature. This SLSA Addendum may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. 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](http://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.

AGREED AND ACCEPTED:

**CITY OF OCALA, by and through  
Ocala Police Department**

By:   
Name: Bill Kauffman  
Title: Assistant City Manager

Date: 3/3/22

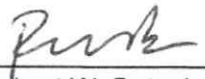
AGREED AND ACCEPTED:

**Cellcontrol, Inc. dba TRUCE Software**

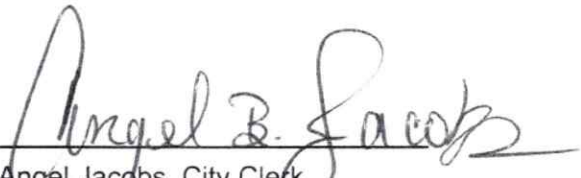
By:   
Joseph Boyle  
CEO

Date: 03 / 03 / 2022

Approved for form and legality:

  
Robert W. Batsel, Jr.  
City Attorney

Attest:

  
Angel Jacobs, City Clerk





## Attachment B

**CITY OF OCALA****Purchase Order**

Fiscal Year 2021

Page: 1 of 1

BILL TO

**OCALA POLICE DEPARTMENT**  
 402 S. Pine Avenue  
 Ocala, FL 34471  
 Email: [apage@ocalapd.org](mailto:apage@ocalapd.org)  
 Phone: 352-369-7033  
 Fax: 352-369-7224

SHIP TO

**CELLCONTROL INC.**  
 TRUCE SOFTWARE  
 1011 WARRENVILLE RD.  
 SUITE 210  
 LISLE, IL 60532

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **210577**

Delivery must be made within doors of specified destination.

SHIP TO

**OCALA POLICE DEPARTMENT**  
 402 S. Pine Avenue  
 Ocala, FL 34471  
 Email: [apage@ocalapd.org](mailto:apage@ocalapd.org)  
 Phone: 352-369-7033  
 Fax: 352-369-7224

|                             |  |               |            |                      |                          |              |                |
|-----------------------------|--|---------------|------------|----------------------|--------------------------|--------------|----------------|
| Vendor Phone Number         |  | Vendor Fax    |            | Vendor Contact       |                          | Vendor Email |                |
| 630-364-3915                |  |               |            | OFFICE               |                          |              |                |
| Date Ordered                | Vendor Number  | Date Required | Contract # |                      | City Department/Location |              |                |
| 05/18/2021                  | 6035   |               | 210396     |                      | POLICE                   |              |                |
| City Project Manager Phone  |  |               |            | City Project Manager |                          |              |                |
| 352-369-7031                |  |               |            | Adam Page            |                          |              |                |
| Item#                       | Description/PartNo   |               |            | QTY                  | UOM                      | Unit Price   | Extended Price |
|                             | Software that is designed to deploy contextual mob<br>City Project Manager: <a href="mailto:apage@ocalapd.org">apage@ocalapd.org</a> |               |            |                      |                          |              |                |
| 1                           | Software that is designed to deploy contextual mobile device<br>management (Beacon)  |               |            | 1.0                  | EACH                     | \$29460.0000 | \$29,460.00    |
| Pricing per Contract 210396 |  |               |            |                      |                          |              |                |
| ***** GL SUMMARY *****      |  |               |            |                      |                          |              |                |
| 001-018-811-521-52-31010    |  |               |            | \$29,460.00          |                          |              |                |

This Purchase Order is subject to the terms and conditions set forth in the Software License and Services Agreement (the "Agreement") dated as of June 1, 2021 by and between Cellcontrol, Inc. dba TRUCE Software on the one hand, and City of Ocala by and through the Ocala Police Department, on the other hand, including Subscription Order #1 signed by the parties pursuant thereto. In the event of any inconsistency between the terms set forth in this Purchase Order and the terms of the Agreement the terms set forth in the Agreement will control.



By T. J. Korb  
 Contracting Officer

VENDOR COPY

|                  |                    |
|------------------|--------------------|
| Total Ext. Price | \$29,460.00        |
| Total Freight    | \$0.00             |
| Total Discount   | \$0.00             |
| Total Credit     | \$0.00             |
| <b>PO Total</b>  | <b>\$29,460.00</b> |

|                                |   |
|--------------------------------|---|
| <b>TITLE</b>                   | PRESSING FOR SIGNATURE: Truce Agreement with City of Ocala... |
| <b>FILE NAME</b>               | EXECUTED- Truce S...City of Ocala.pdf                         |
| <b>DOCUMENT ID</b>             | eaf1565e83eda2b3b491254dfaee7afa27912265                      |
| <b>AUDIT TRAIL DATE FORMAT</b> | MM / DD / YYYY  |
| <b>STATUS</b>                  | • Signed  |

## Document History

|  |   |  |
|--|---|--|
| <br>SENT        | <b>03 / 03 / 2022</b><br>14:54:37 UTC-5 | Sent for signature to Joseph Boyle, CEO<br>(joseph.boyle@trucesoftware.com) from tkimball@ocalafl.org<br>IP: 216.255.240.104 |
| <br>VIEWED      | <b>03 / 03 / 2022</b><br>15:32:32 UTC-5 | Viewed by Joseph Boyle, CEO (joseph.boyle@trucesoftware.com)<br>IP: 73.110.240.199   |
| <br>SIGNED    | <b>03 / 03 / 2022</b><br>15:32:50 UTC-5 | Signed by Joseph Boyle, CEO (joseph.boyle@trucesoftware.com)<br>IP: 73.110.240.199   |
| <br>COMPLETED | <b>03 / 03 / 2022</b><br>15:32:50 UTC-5 | The document has been completed.   |