

THIRD AMENDMENT TO MYUSAGE PREPAID SOFTWARE ACCESS AGREEMENT

This Third Amendment (the “*Third Amendment*”) to the MyUsage Prepaid Software Access Agreement (the “*Original Agreement*”) is between Exceleron Software LLC (“*Exceleron*”) and the City of Ocala, FL (“*Customer*”) and is effective as of 11/13/2024 (the “*Third Amendment Effective Date*”) and amends the Original Agreement dated October 5, 2020 as amended on October 14, 2021 by the first amendment (“*First Amendment*”) and as amended on April 19, 2023 by the second amendment (“*Second Amendment*”). The Original Agreement, First Amendment, Second Amendment, and Third Amendment shall be collectively referred to as the “*Agreement*”. Exceleron and Customer may be referred to individually as a “Party” and collectively as “Parties”.

In consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledge, the Parties agree to amend the Agreement set forth below:

Section 1: Definitions. Terms used in this Third Amendment but not defined here shall have the meaning given them in the Agreement.

Section 2. Amendments. The Agreement is hereby amended as follows:

- A. Exhibit D which is attached hereto is hereby incorporated into the Agreement by reference and governs Customer’s receipt of Exceleron’s CheckOut Service in connection with the MyUsage Software. The CheckOut Service provided in Exhibit D shall be subject to the terms and conditions of the Agreement including, but not limited to, the terms and conditions of Exhibit A. All references to MyUsage Software shall be interpreted to include the CheckOut Service.
- B. MyUsage CheckOut Service Fees

The following fees shall apply as part of the CheckOut Service as defined in Exhibit D.

- a. One-Time System Integration Fee: **\$0.00 (WAIVED)**
- b. CheckOut Convenience Fee charged to End-Customers: \$1.50 per CheckOut Payment

Section 3: Miscellaneous. Except as expressly amended as set forth herein, the Original Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms and conditions of the Original Agreement and the terms and conditions of this Third Amendment, the terms and conditions of the Third Amendment will control.

SIGNATURES			
In witness whereof, Exceleron and Company have executed this Agreement by their duly authorized officers as of the Effective Date.			
Exceleron Software, LLC		Customer: City of Ocala	
Signature:	Digitally signed by Ravi Raju	Signature:	Signed by: Janice Mitchell
Name (printed): Ravi Raju	Date: 2024.08.23 13:42:31 -05'00'	Name (printed): Janice Mitchell	98B43858A4E1...
Title: COO		Title: CFO	
Date: 08/23/2024		Date: 11/18/2024	

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...

Exhibit D

Supplemental Terms and Conditions for Exceleron's CheckOut Payment Service

This Exhibit D is hereby a part of the Agreement. The following supplemental terms and conditions shall apply to Customer's use of Exceleron's CheckOut Payment Service. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

1. Definitions

"Account" means an account established with Customer for purposes of receiving services provided by Customer, to which funds may be applied in payment of amounts owed for the provision of such services.

"Affiliate" means any person, firm, corporation, partnership (including, without limitation, general partnerships, limited partnerships, and limited liability partnerships), limited liability company, or other entity that now or in the future, directly Controls, is Controlled with or by or is under common Control with such party.

"Applicable Law" means (A) the bylaws, operating rules and regulations of any payment network, (B) any applicable rule or requirement of the National Automated Clearinghouse Association, and (C) any and all foreign, federal, state or local laws, treaties, rules, regulations, regulatory guidance, directives, policies, orders or determinations of (or agreements with), and mandatory written direction from (or agreements with), any foreign, federal, state or local government agency or other regulatory authority, including, without limitation, the Bank Secrecy Act and the regulations promulgated thereunder, any and all sanctions or regulations enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, and all federal or state statutes or regulations relating to money transmission, unclaimed property, telecommunications, unfair or deceptive trade practices or acts, privacy or data security, as each of the foregoing may be amended and in effect from time to time.

"Bill Payment" means the tendering of funds by or on behalf of an End-Customer for purposes of applying such funds to an Account held by such End-Customer.

"Consumer Funds" means those funds, other than CheckOut Convenience Fees, which have been tendered by or on behalf of a End-Customer in connection with a Bill Payment transaction, but which have not yet been remitted to End-Customer.

"CheckOut Convenience Fee" means the fee charged by Exceleron for the CheckOut Service provided, which CheckOut Convenience Fee will be collected by the Retailer directly from the End-Customer at the time of the retail transaction.

"End-Customer" means a person holding an Account.

"End-Customer Data" means all information regarding an End-Customer that is provided by an End-Customer to, or otherwise obtained by Exceleron or Service Provider, including, without limitation, all "Nonpublic Personal Information" and "Personally Identifiable Financial Information" (as defined in 16 C.F.R. 313.3(n) and (o), respectively), and with respect to the disposal of End-Customer information, shall also include any record containing "Consumer Information", as that term is defined in the regulations implementing 15 U.S.C. § 1681; provided, however, that "End-Customer Data" shall not include (i) data or information collected from an End-Customer by Service Provider, any of their respective Affiliates or service providers, or a Retailer, in connection with a transaction separate and apart from a Bill Payment, or (ii) data or information collected from an End-Customer by a Retailer in connection with a loyalty or other customer promotional program of such Retailer, provided that such data is limited to name, mailing address, phone number and/or e-mail address.

"Data File" means an electronic data file to which contains the following information relating to a Bill Payment (collectively, the **"Payment Information"**): (i) such information identifying the relevant Account, End-Customer and optional expiration date as Service Provider may require from time to time in order to accept and process such Bill Payment, and (ii) the amount of such Bill Payment or, in the event that such amount is not fixed, the permitted minimum and maximum amount of such Bill Payment, in each case as specified and authorized by Customer.

"Payment Amount" means the amount of funds tendered by or on behalf of a End-Customer in connection with a Bill Payment which are to be applied to an Account. Payment Amount does not include the CheckOut Convenience Fee which shall be retained by Exceleron, Service Provider, and Retailer.

“Payment Notification” means a notification to Customer which indicates that a Bill Payment has been accepted and includes the related Transaction Data.

“Receipt” means an electronic receipt containing such information directed by Service Provider relating to a transaction, or a printed receipt generated by the Retailer.

“Regulatory Authority” means any card association or payment network which is utilized by any Party or the Service Provider including the National Automated Clearing House Association, any state banking department, the Federal Deposit Insurance Corporation, the Office of the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, and any other governmental agency, including any foreign governmental agency, having jurisdiction over any of the services to be provided hereunder.

“Retailer” means a business that sells goods directly to the public, including End-Customers, at specific store locations that support the CheckOut Service.

“Service Provider” means Interactive Communications International, Inc. which provides an existing, core platform that provides a pass-through processing model backbone to be used for collecting payments and delivering funds to Customer

“Transaction Data” means, with respect to a Bill Payment, the Payment Information and Payment Amount associated with such Bill Payment.

2. CheckOut Service Definition

Exceleron will enable Customer to offer a walk-in, bill pay solution to their End-Customers at third-party payment locations, leveraging Exceleron’s CheckOut payment solution in conjunction with the existing Service Provider’s Retailer network.

Exceleron will provide Customer with the ability to provide customers a barcode on statements, customer marketing material, or on desktop and mobile web pages to pay their bill in-lane at cash registers or if applicable, bill pay offices in Retailers across the U.S. Exceleron will coordinate with Service Provider to seek the approval from a designated group of Retailers to accept payments for Customer.

The CheckOut payment process requires a barcode tied to a payment account that can be scanned at a retail location for payment. Exceleron has added specific and unique utility functions as well as business rules to enhance the existing infrastructure to provide real-time payment posting to the Customer in order to apply payments immediately to the End-Customer’s account.

By utilizing the CheckOut solution and leveraging the existing Service Provider’s Retailer network to allow End-Customers to make in-store bill pay payments at retail locations, End-Customers will have a convenient way to make payments.

3. Implementation Details

• CheckOut Implementation

○ *Landing Page*

Customer will link to a landing page that will be provided by Exceleron. Landing page will provide Account validation, barcode display, E-receipts, Location map, “How it works” video. Landing page will be configured to display Customer’s logo.

○ *Payment Rules*

Payment amount restrictions for overall minimums and maximums can be utilized to limit the transaction size based on Customer’s business rules. Approved payment methods shall include only cash. A custom rule lookup will be developed and implemented to retrieve rules at time of payment from Customer. Minimum and maximum restrictions and other advanced functions may be limited to the capabilities of the Retailer’s Point-of-Sale (POS) system. All End-Customer payments received by Retailers and remitted to Exceleron less any mutually agreed upon fees are

the exclusive property of Customer.

- *Payment Posting*
Payments will be posted directly back to Customer via a web service shadow post in real-time. All payments are funded by the individual Retailer and Service Provider usually within 48-72 hours depending upon the type of payment. Exceleron is never in possession of the funds and therefore cannot control the time it takes to fund the Customer.
- *End-Customer Receipts*
In addition to a printed receipt which will be generated by the Retailer at the conclusion of the in-lane payment transaction, an e-receipt is also provided to the End-Customer making the payment. Customer will need to provide a link to the e-receipt via some form of communication to the End-Customer. At a minimum, the End-Customer's e-receipt shall include the name of the Retailer, End-Customer account number, amount of End-Customer payment, date and time and transaction number.
- *Funds Settlement*
CheckOut will retrieve a settlement report from Service Provider and will generate a CSV report to be uploaded or sent to Customer's system in conjunction with Service Provider's ACH transfer of related funds to Customer. This will occur on a daily basis Monday through Friday, excluding specified holidays. Inasmuch as funds must clear the Retailer's bank first remittance files sent to Customer's system may take 48 to 72 hours. However, a shadow post to the Customer's CIS will occur immediately after the POS accepts the payment. The funds are never in the possession of Exceleron or its bank.

4. Deliverables/Tasks

- A. Requirements
 - Customer and Exceleron will determine barcode integration requirements
 - Customer, and Exceleron to determine how funds are settled using ACH and settlement files
 - Customer and Exceleron to determine interface for real time payment amount business rules lookup by account
 - Customer and Exceleron jointly design a method of real time payment posting integration via a web service.
- B. Integration/Setup
 - Exceleron will set up and configure landing page for Customer's end-customers.
 - Exceleron will integrate with Customer's real-time payment posting web service.
 - Exceleron will setup ACH capability to Customer's designated accounts
 - Exceleron will configure delivery of settlement files for payment posting.
 - Exceleron and Customer will integrate with real time payment amount business rule lookup.
- C. Testing
 - Customer and Exceleron will complete end-to-end development testing of the system and all integration points using test accounts.
 - Customer will provide all necessary test information and plans for all test cycles.
 - Customer will perform user acceptance testing from end-to-end to verify it meets all requirements.
 - Exceleron and Customer will sign off on full system test results prior to full deployment.
- D. Deployment
 - Exceleron will jointly develop with Customer a deployment plan

5. CheckOut and Payments Terms and Conditions

Customer agrees to pay Exceleron the amount of any fees assessed or imposed by Service Provider, or any Retailer related to Customer's transactions. Exceleron will include such chargebacks and related fees in the

invoice following their imposition and Customer will pay such chargebacks and fees in accordance with this Agreement.

Customer agrees to enter into such agreements and other documents as Service Provider, or their Affiliates may require to provide the CheckOut Service.

Exceleron has shared or will share Customer's bank account information with Interactive Communications International, Inc. and its affiliates. Customer will receive funds directly from Service Provider in connection with the CheckOut Service.

Upon Customer's receipt of a Barcode File from Service Provider, Customer shall provide the Barcode and Terms & Conditions contained in such Barcode File to the appropriate Customer End-Customer. Customer shall procure all necessary authorizations and consents from the Customer End-Customer to provide such Barcode and Terms & Conditions. By transmitting a Data File, Customer represents and warrants that (i) all information included in the Data File is true and accurate, and the Account identified in the Data File is valid and eligible to receive a payment in the amount, or within the range of amounts, specified in the Data File, and (ii) it has performed all necessary actions to approve the receipt and processing of a Bill Payment to the Account and in the amount, or within the range of amounts, specified in the Data File.

Following receipt by Customer of a notification to Customer which indicates that a Bill Payment has been accepted and includes the related Transaction Data (such notification, a "*Payment Notification*"), Customer shall (i) cause an amount equal to the Payment Amount to be credited to the relevant Account immediately following Customer's receipt of such Payment Notification, and (ii) immediately send to the Customer End-Customer an electronic receipt containing such information relating to the transaction ("*Receipt*"). Customer will ensure that it has all necessary authorizations and consents from the Customer End-Customer to provide such electronic communications. Notwithstanding anything herein to the contrary, in the event that the Exceleron or Service Provider is permitted to retain a portion of the Payment Amount as compensation for services rendered, Customer shall credit the full Payment Amount paid by the Customer's End-Customer to End-Customer's account. Customer shall ensure that once the amount equal to the Payment Amount has been credited to the relevant Account, such credit may only be revoked by the relevant End-Customer and is irrevocable by any other Party except in accordance with Applicable Law.

Customer shall provide appropriate disclosures relating to the CheckOut Convenience Fee before providing the Barcode and Terms and Conditions, in a manner designated and approved by Service Provider subject to the approval of any regulatory authority with jurisdiction, if required.

Liability for losses associated with bill payments shall be the responsibility of Customer to the extent any losses arise from (i) inaccurate data transmission from Customer or any of its service providers, or (ii) any failure of Customer or any of its service providers, to provide the correct Barcode, CheckOut Convenience Fee disclosures, Terms and Conditions and Receipt to any Customer End-Customer in the manner and format mutually agreed upon by the Parties, in each case to the extent resulting from the act or omission of Customer, any of its respective service providers, or any of its affiliates, employees, contractors or representatives, or from any third party fraudulently accessing the computer network, database or system of Customer or any of its service providers.

Exceleron shall not be liable for any act or failure to act of a Retailer and any such act or failure to act shall not be a breach of this Agreement.

Customer shall comply with Applicable Law in the processing, receipt, maintenance and transmission of Consumer Funds and Biller Fees.

Each Party shall maintain complete and accurate books of account and records, in accordance with generally accepted accounting principles in the United States, of all financial transactions arising in connection with its obligations pursuant to this Agreement for a period of not less than that legally required for such records from the date last recorded or created, but in no event less than seven (7) years following the end of the Term. In addition to and notwithstanding the foregoing, to the extent any Party has sole possession or control of any records required to be maintained by any other Party pursuant to Applicable Law, the Party with possession or control shall maintain, or cause to be maintained, as applicable, such records in such form and for such time periods as required by Applicable Law, and shall make such records available to the other Party upon request. The Parties further agree to work together in good faith to reconcile any accounting discrepancies. Each Party shall at all times (i) cooperate with respect to, and promptly respond to, all reasonable requests communicated to it by any other Party or by Service Provider, or Retailer in connection with the subject matter hereof, and (ii) provide reasonable access to all information and documents related to the subject matter hereof which may be in

the control or possession of such Party and which the other Party requires in order to comply with Applicable Law.

Each Party (the "*Reviewing Party*") may, at its own expense, inspect, or have a third party designated by the Reviewing Party inspect, the books and records of the other Party (the "*Reviewed Party*") that are directly related to the obligations of the Reviewed Party hereunder, provided that any such inspection shall occur upon no less than ten (10) Business Days prior written notice and at a mutually agreed upon date and time during the Reviewed Party's normal business hours, and no more frequently than once during any calendar year unless (i) otherwise required by Applicable Law or any Regulatory Authority, or (ii) the Reviewing Party has a reasonable belief that the Reviewed Party is not acting in compliance with the terms of this Agreement or Applicable Law. Service Provider shall have the right to be a Reviewing Party under this Agreement. The Reviewed Party shall furnish to the Reviewing Party or its designee all such information concerning transactions and the Reviewed Party's performance of its obligations as the Reviewing Party may reasonably request.

Customer shall ensure that each of the following complies with Applicable Law: (i) the Accounts and all related products, services, features and functionality; (ii) the terms and conditions applicable to the Accounts; (iii) the fees and charges applied to or in connection with any Account by Customer; (iv) all products or services offered by or on behalf of Customer; (v) all materials related to the Accounts, including, without limitation, all marketing and informational materials and disclosures; and (vi) all statements related to the Accounts which are made by Customer or any third party engaged by Customer.

Customer shall comply with applicable state unclaimed property laws with respect to the Accounts and related Consumer Funds, including, without limitation, remitting any such unclaimed Consumer Funds to the appropriate jurisdiction as required under Applicable Law.

Customer shall: (i) submit to any examination which may be required by any Regulatory Authority with audit and examination authority over the other Party or the Service Provider (such Party, the "*Examined Party*"); (ii) provide to the Examined Party any information that may be required by any Regulatory Authority in connection with their audit or review of the Examined Party or the subject matter hereof and reasonably cooperate with such Regulatory Authority in connection with such any audit or review; and (iii) provide such other information as the Examined Party or any Regulatory Authority may from time to time reasonably request with respect to the financial condition of such Examined Party.

Each Party acknowledges and agrees that it shall establish administrative, technical and physical safeguards for all End-Customer Data in its control or possession from time to time. Such safeguards shall be designed for the purpose of: (i) ensuring the security of such records and information, (ii) protecting against any anticipated threats or hazards to the security or integrity of such records and information; (iii) ensuring the proper disposal of such records and information, and (iv) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to any End-Customer. Such safeguards shall be established in accordance with Applicable Law, including, without limitation, Section 501 of GLBA and its implementing regulations. Each Party agrees to promptly notify the other Party if it acquires actual knowledge of any unauthorized access to or use of End-Customer Data and shall take appropriate actions to address any such incident.

Subject to any obligations placed upon it by a law enforcement agency, each Party agrees to disclose to the other Party any actual breach in security that results in unauthorized intrusions into such Party's computer and other information systems that materially affects the other Party or the End-Customers as soon as such Party becomes aware of such a security breach. Such disclosure shall describe when material intrusions occur, the effect on the other Party and End-Customers, and such Party's corrective action to respond to the intrusion. In addition, in the event of an actual breach in security of any Party's computer or other information systems that may affect the other Party or the End-Customers, such Party agrees: (i) to permit an independent qualified third party auditor to perform an investigation (including the installation of monitoring or diagnostic software or equipment) to locate the source and scope of the breach and provide the other Party with any material information related to such Party that such independent auditor discovers with respect to the breach; or (ii) that, to the extent that such Party has reasonably determined that it need not engage an independent auditor to investigate any breach in the security of its systems, the other Party may reasonably request such Party to engage an independent qualified third party auditor to perform such investigation (including the installation of monitoring or diagnostic software or equipment) to locate the source and scope of the breach and provide the other Party with any material information related to such Party that such independent auditor discovers with respect to the breach, provided all of the costs incurred in such requested audit are paid for by the requesting

Party; and (iii) to be responsible for all costs, expenses, fines, fees, penalties and other liability directly arising out of or related to any such actual breach which the other Party may incur or otherwise for which will be responsible.

Contact Information

Exceleron Software, LLC
8144 Walnut Hill Ln,
Suite 907
Dallas, TX 75231

Certificate Of Completion

Envelope Id: BDF7E0FDA5FB4813A64A00377862D34A

Status: Completed

Subject: SIGNATURE: Amendment 3 - Prepaid Software Usage Agreement (CSO/200693)

Source Envelope:

Document Pages: 7

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

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

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

11/7/2024 2:27:38 PM

plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

Signature

Timestamp

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:

William E. Sexton

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Sent: 11/7/2024 2:30:35 PM

Viewed: 11/7/2024 3:47:42 PM

Signed: 11/13/2024 8:12:47 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Janice Mitchell

jmitchell@ocalafl.org

CFO

City of Ocala

Security Level: Email, Account Authentication
(None)

Signed by:

Janice Mitchell

55198B43858A4E1...

Sent: 11/13/2024 8:12:48 AM

Viewed: 11/18/2024 8:11:46 AM

Signed: 11/18/2024 8:12:07 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 11/18/2024 8:11:46 AM

ID: 60647419-e932-441b-b94b-5a05221115d9

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 Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/7/2024 2:30:36 PM
Certified Delivered	Security Checked	11/18/2024 8:11:46 AM
Signing Complete	Security Checked	11/18/2024 8:12:07 AM
Completed	Security Checked	11/18/2024 8:12:07 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.