



SOFTWARE SUBSCRIPTION ORDER FORM

Customer: Ocala Electric Utility
Customer Address: 110 SE Watula Avenue, Ocala, FL, 34471
Contact Name: Chad Lynch
Contact Phone Number: 352-425-9605
Contact Email: CLynch@Ocalafl.gov

Order Info:
Valid Through: 6/30/2025
Urbint Contact: Matt Crye
Urbint Address: 1680 Michigan Avenue, Ste 700 #1015,
Miami
Beach, FL 33139
Phone Number: 678-576-4487
Email: matt.crye@urbint.com

Storm Impact Prediction Models, Term License Subscription

Module(s)	Start Date	End Date	Fee
<ul style="list-style-type: none">Customers InterruptedOutages	08/01/2025	07/31/2026	\$ 35,000 USD

Payment Method: ACH
Payment Terms: Net 30

This Software Subscription Order Form (this “Order”) is issued under, governed by, and subject to the terms and conditions of the Master Subscription Agreement attached hereto. This Order and the Master Agreement are referred to collectively as (the “Agreement”).

The Agreement (i) prevails over any terms or conditions in any other documentation including without limitation any Customer purchase order, and (ii) expressly excludes Customer's general terms and conditions or any other document issued by Customer in connection with the Agreement.

Any capitalized terms that are not defined in this Order have the meaning ascribed to them in the Agreement.

This Order is not an invoice. Urbint will send Customer an invoice for this subscription within approximately one (1) week after execution of this Order. The invoice will be sent to the email address and contact named above unless otherwise specified in a customer purchase order.

All fees shown above are exclusive of any taxes that may apply including federal, state, or local sales or use taxes, value-added taxes, goods and services taxes, and/or consumption taxes (“Taxes”) that Urbint is legally required to charge Customer based on the Customer address stated above.

Tax Exemption. The City of Ocala is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Urbint, Inc. shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Urbint, Inc. be authorized to use City's Tax Exemption Number for securing materials listed herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Order as of the date last signed below.

Urbint, Inc.
Signed by:
BY:
NAME: Matthew Crye
TITLE: President
DATE: 7/30/2025 | 15:14 PDT

Ocala Electric Utility
Signed by:
BY:
NAME: Janice Mitchell
TITLE: CFO
DATE: 7/29/2025

Approved as to form and legality:

Signed by:

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MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this “**Master Agreement**”) is between Urbint, Inc. (“**Provider**”) and the customer (“**Customer**”) identified in an order, proposal, statement of work, or similar document incorporating this Master Agreement by reference (each an “**Order**”). This Master Agreement and each Order are referred to collectively as the “**Agreement**”). In the event of a conflict between this Master Agreement and the terms of an Order, the Master Agreement will control unless the conflicting term of the Order expressly states otherwise. Provider and Customer may be referred together as the “**Parties**” and individuals as a “**Party**”.

This Agreement establishes the terms pursuant to which Customer may access the Services (defined below). Use of and access to the Services is conditioned upon Customer’s compliance with this Agreement, the applicable Order and all applicable local, state, national, and international laws, rules and regulations.

BY MUTUALLY EXECUTING ONE OR MORE ORDERS WITH URBINT WHICH REFERENCE THIS MASTER AGREEMENT, YOU AGREE TO BE BOUND BY THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS. If you are accepting these terms on behalf of a third-party entity, you represent and warrant that you have sufficient right to bind such third party to the Agreement, in which case, all references to “Customer” in this Agreement shall be references to such third party.

Provider and Customer agree as follows:

1. Definitions

“**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

“**Customer Data**” means proprietary information, data, or records provided, submitted, posted, or otherwise transmitted by Customer or an Authorized User through the Services.

“**Documentation**” means Provider’s user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form.

“**Fees**” mean the amounts payable by Customer to Provider as stated in the applicable Order.

“**Output**” means the reports, printouts, summarizations, or other documents or information generated through use of the Services by Customer hereunder.

“**Order**” means the ordering documents for purchases of Services hereunder, including addenda thereto, that are entered into between Customer and Provider from time to time.

“**Services**” mean the premium modules described in each Order.

2. Access and Use

2.1 License to Access. Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants Customer a limited, non-exclusive, non-transferable (except in compliance with Section 13.7), non-sublicenseable right to access and use the Services through Authorized Users during the Term solely for Customer’s internal business purposes. Provider shall provide to Customer the passwords and network links or connections to allow Authorized Users to access the Services.

2.2 Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 13.7) license to use the Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Services.

2.3 Use Restrictions. Customer will not use the Services, and will not permit any person (including any Authorized User) to use the Services, for any purpose beyond the scope of rights granted to Customer under this Agreement. Without limiting the generality of the foregoing, Customer will not, and will not permit any person (including any Authorized User) to (a) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, or Documentation; (c) decompile, disassemble, reverse engineer decode, or duplicate the Services, engage in model extraction, or otherwise attempt to derive or gain access to any source

code, algorithm, model, model weights and parameters, or other underlying component of the Services, in whole or in part; (d) access or use the Services or any Output to develop, train, or improve any artificial intelligence technology; (e) use the Services in any time-sharing or services bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of , or on behalf of, any third party; (f) use web scraping, web harvesting, web data extraction or any other method to extract data from the Services or any Output; (g) remove any proprietary notices from the Services or Documentation; (h) use the Services to create or generate any Output, or use any Output, in a manner infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule; or (i) access or use the Services for purposes of competitive analysis of the Services, the development, provision, or use of a competing software service or product or any other purpose that is to the Provider's detriment or commercial disadvantage.

2.4 Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited licenses granted under Section 2.1 or Section 2.2, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP (defined below).

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to the Services: (i) if Provider reasonably determines that (A) there is a threat or attack on the Services; (B) Customer's or any Authorized User's use of the Services disrupts or poses a security risk to the Services or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Services for fraudulent or illegal activities; (D) unless prohibited by applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (ii) in accordance with Section 5.1(iii) (any such suspension described in subclause (i) or (ii), a "Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur owing to a Service Suspension.

2.6 Usage Data. Provider collects data about general use of the Service by all customers ("**Usage Data**"). Provider uses Usage Data solely for internal business purposes including performance monitoring, algorithm improvements, and feature enhancements to the Services.

2.7 Aggregated Data. Nothing in this Agreement shall prevent Provider from using, processing, transmitting, storing, or disclosing aggregated and anonymized Customer Data ("**Aggregated Data**") for Provider's business purposes, including in order to develop and improve Contractor's products and services.

3. Customer Responsibilities

3.1 General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services (in particular, those restrictions set forth in Section 2.3 and confidentiality obligations set forth in Section 6 and shall cause Authorized Users to comply with such provisions).

4. Support

4.1 Support. Provider will provide Customer with reasonable technical support services in accordance with

Provider's standard support offering, which may include e-mail and phone support (during Provider's standard business hours). In addition, Customer may contact Provider to facilitate responses to inquiries.

5. Fees and Payment

5.1 Fees. Customer shall pay Provider the Fees according to the payment terms as set forth in each Order without offset or deduction. Unless otherwise specified in an Order, all Fees shall be invoiced annually in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. If Customer fails to make any payment when due, then Provider may, at its option and without limiting any of Provider's other rights and remedies: (i) charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) require Customer to reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 10 days or more, suspend Customer's and its Authorized Users' access to the Services until such amounts are paid in full.

5.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

6. Confidential Information; Security; Privacy

6.1 From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees and contractors who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder and who have agreed, either as a condition of employment or in a written agreement, to be bound by terms and conditions substantially as protective as the confidentiality terms and conditions applicable to receiving Party under this Section. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and allow the other Party the opportunity to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed.

6.2 Each Party will establish, maintain and implement an information security program, including appropriate administrative, technical and physical safeguards, that is designed to (i) ensure the security and confidentiality of Confidential Information, (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of such Confidential Information, (iii) protect against unauthorized access to or use of such Confidential Information that could result in substantial harm or inconvenience to the other Party, and (iv) ensure the proper disposal of such Confidential Information.

6.3 Each Party acknowledges and agrees that any applicable data privacy laws and any other obligations of the Parties with respect to the confidentiality of personal information of employees under applicable law shall govern the disclosure of information relating to employees of the Parties under this Agreement. Each Party shall

maintain appropriate technical and organizational security measures to protect personal data.

6.4 Public Records.

Provider shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Provider 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 Chapter 119, Florida Statutes, 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 Provider 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 Provider or keep and maintain public records required by the public agency to perform the service. If Provider transfers all public records to the public agency upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the contract, Provider 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 PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'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.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

7. Intellectual Property Ownership; Feedback

7.1 Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP. As used herein, "**Provider IP**" means the Provider Data, Usage Data, Aggregated Data, Outputs, Services and the Documentation provided to Customer or any Authorized User in connection with the Services. For the avoidance of doubt, Provider IP includes Provider Data but does not include Customer Data. As used herein, "Provider Data" means Provider's ideas, processes, know-how, experience, code, technology, algorithm enhancements, statistical data, analytical data, usage data, products or materials learned or developed by Provider from its performance of the Services (excluding Customer Data) and that are of general applicability to Provider's business.

7.2 Outputs. Except for any Provider IP included therein, Customer owns and shall retain all right, title, and interest in and to the Output. Provider hereby grants to Customer a limited, non-exclusive, non-transferable license, without rights to sublicense, to use the Provider that is incorporated into the Output solely for Customer's own internal business purposes in connection with the use of the Output.

7.3 Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data necessary for Provider to provide the Services to Customer.

7.4 Feedback. Any information provided by Customer or Authorized Users to Provider, including, but not limited to, suggestions or recommendations for changes or improvements to the Services, or for new features or functionality, shall be deemed customer feedback (collectively, "**Feedback**"). Customer acknowledges that Provider is free to use such Feedback for any business purpose, and Customer hereby grants an irrevocable, fully paid-up, royalty-free license to Provider to use such Feedback without any attribution or compensation to any party whatsoever.

8. Professional Services.

8.1 Provision of Professional Services. Subject to the terms of this Agreement, Provider will use commercially reasonable efforts to provide any implementation, installation, configuration, customization, or other professional services expressly identified on an Order (which may be in the form of a statement of work) (the "**Professional Services**").

8.2 Deliverables. Provider retains all right, title, and interest, including all intellectual property rights, in and to any work product or other materials created by Provider in connection with its performance of Professional Services (“**Deliverables**”). If Provider provides any Deliverables to Customer pursuant to the applicable Order, Provider hereby grants to Customer a non-exclusive, royalty-free, fully paid up, worldwide license under Provider’s rights in the Deliverables to use such Deliverables, solely for Customer’s internal business purposes, in connection with the Services and Professional Services during the Term.

8.3 Modifications. Customer may request a modification to the Professional Services to be performed pursuant to any particular Order by written request to Provider specifying the desired modifications (each a “**PS Change Order**”). Provider will, within a reasonable time following receipt of such PS Change Order request, submit an estimate of the cost for such modifications and a revised estimate of the time for performance of the Professional Services pursuant to the Order. If accepted in writing by Customer, such modifications in the PS Change Order shall be performed under the terms of this Agreement. Modifications in any Order shall become effective only when a PS Change Order is executed by authorized representatives of both Parties.

8.4 Personnel

8.4.1 Subcontractors. Provider shall be entitled to use subcontractors to provide the Professional Services. Provider shall be responsible for the acts and omissions of its subcontractors in connection with the Professional Services. For the avoidance of doubt, third party service providers who provide software or other similar services to Provider (“**Subprocessors**”) shall not be deemed to be subcontractors under this Agreement.

8.4.2 Suitability. Provider will assign employees and subcontractors with qualifications suitable for the work described in the relevant Order. Provider may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.

8.4.3 Customer Responsibilities. Customer will make available in a timely manner at no charge to Provider all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Customer required by Provider for the performance of the Professional Services. Customer is responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness, and consistency of all such data, materials, and information. Customer will provide, at no charge to Provider, office space, services, and equipment as Provider reasonably requires to perform the Professional Services.

9. Limited Warranty and Warranty Disclaimer

9.1 Provider warrants to Customer that Provider will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Provider does not make any representations or guarantees regarding uptime or availability of the Services.

9.2 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9.1, THE PROVIDER IP AND OUPUT IS PROVIDED “AS IS” AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9.1, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, THE OUTPUT, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9.3 The Services are not designed (i) to identify every potential risk, (ii) for High-Risk Operations, or (iii) to prevent events that could lead to death, personal injury or property or environmental damage or loss (collectively “**Damages from Customer Operations**”). PROVIDER EXPRESSLY DISCLAIMS ALL LIABILITY ARISING FROM OR IN CONNECTION WITH DAMAGES FROM CUSTOMER OPERATIONS. Customer further agrees to assume the sole risk and liability of any Damages from Customer Operations, subject only to applicable laws and regulations governing service providers, and Customer shall indemnify and hold Provider harmless from any claims with respect to or arising from such events. When used herein “**High-Risk Operations**” means access

or use the Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage, including without limitation, any use in a nuclear facility.

10. Indemnification

10.1 Provider Indemnification.

10.1.1 Provider shall indemnify, defend, and hold harmless Customer from and against any and all damages finally awarded or paid in settlement ("**Losses**") of any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

10.1.2 If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate the affected Order, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

10.1.3 This Section 10.1 will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; or (C) Customer Data.

10.2 Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or privacy rights; (ii) based on Customer's use of or failure to use the Output; and (iii) based on Customer's or any Authorized User's (A) negligence or willful misconduct; (B) use of the Services in a manner not authorized by this Agreement; (C) use of the Services in combination with data, software, hardware, equipment or technology not provided by Provider or authorized by Provider in writing; or (D) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

10.3 Sole Remedy. THIS 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 10 EXCEED \$250,000.

10.4 No Waiver of Sovereign Immunity. Nothing herein is intended to waive sovereign immunity by the Customer to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

11. Limitations of Liability

11.1 IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF

REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO PROVIDER UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$100,000, WHICHEVER IS LESS.

12. Term and Termination

12.1 Term. This Agreement shall commence on the Effective Date and shall remain in effect until the earlier of (i) the date on which all Orders are expired, or (ii) the date on which either party provides the other party with written notice of its intent not to renew this Agreement at least sixty (60) days prior to the intended termination date, or (iii) the expiration of the initial term, if applicable.

12.2 Termination. In addition to any other express termination right set forth in this Agreement:

12.2.1 Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than 15 days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2.3 or Section 6;

12.2.2 either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

12.2.3 either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

12.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

12.4 Survival. This Section 12.4 and Sections 1, 2.3, 2.4, 2.6, 2.7, 5, 6, 7, 9.2, 9.3 11, 12.3 and 13 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13 Miscellaneous

13.1 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Master Agreement, the related exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, the Order, (ii) second, this Master Agreement, excluding its exhibits; (iii) third, the exhibits to this master Agreement; and (iv) fourth, any other documents incorporated herein by reference.

13.2 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight

courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

13.3 Force Majeure. In no event shall Provider be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control, including but not limited to acts of God, flood, fire, earthquake, pandemic, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

13.4 Amendment and Modification; Waiver. The terms of this Agreement are subject to amendment or modification by Provider in its sole discretion. Any amendments or modifications to this Agreement will be in effect as of the "Last Updated Date" referenced herein. Customer should review this before purchasing any product or services that are available through this website. Your continued use of the Services after the "Last Updated Date" will constitute your acceptance of and agreement to such changes. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.5 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.6 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in Marion County Florida, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

13.7 Assignment. Neither party may assign, alienate or otherwise transfer (by operation of law or otherwise) any of its rights, duties, obligations or privileges under this Agreement without the prior written consent of the other party, and any attempted assignment in violation of this Section will be void. Notwithstanding the foregoing, either party may assign, alienate or otherwise transfer its rights, duties, obligations or privileges under this Agreement by operation of law or otherwise in connection with a change in control, change in majority ownership or the sale of all or substantially all of the assets of such party, or the assets to which this Agreement pertains, without the other party's prior written consent; **provided, however**, that the assigning party promptly notifies the other party in writing of the change of control and, in any event, within 30 days thereafter. This Agreement and all of its provisions will inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

13.8 Export Regulation. The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

13.9 US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer

software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

13.10 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer Section 2.3, may cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

Statement of Work:
*Urbint for StormImpact - Customers
Interrupted and Outages Prediction
Models*

Ocala Electric Utility

PREPARED BY:

Meghan Klee

PRIVATE & CONFIDENTIAL

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01 Background

This Statement of Work ("SOW") is an exhibit to the Software Subscription Order Form (the "Agreement"), entered into by and between Ocala ("Customer") and Urbint, Inc. dba Provider ("Provider" or "Urbint"), on 5/20/2025, This SOW will be effective as of 5/20/2025 (the "SOW Effective Date") only when signed by Customer and Urbint. This SOW may be amended only as provided for in the Agreement.

02 Product Overview

Urbint is an AI-powered software company that predicts weather-driven power outages and damage to the grid. The two predictive models in scope of this engagement are: Customers Interrupted Model and Outages Model.

StormImpact Prediction Models

Purpose

Urbint can provide Ocala with a data dashboard that provides predictions of weather-related power outages. This includes predicting the impacts of all weather types including severe thunderstorms, tornadoes, hurricanes/tropical systems, high winds, and flooding. These models will be trained and validated by combining weather forecasts and historical utility performance data. You will have access to our storm dashboard through a secure web platform. These models provide advanced intelligence for pre-storm planning and resource allocation.

Includes

- **Customers Interrupted Model:** Predictions of the number of customers without power for each of the districts up to 7 days in advance. In addition to providing a best estimate prediction, the solution will provide other predictions such as the 25th percentile (best case scenario), median, 75th percentile, 90th percentile, and 95th percentile (worst case scenario). Machine learning models are trained based on the historical number of customers without power from a weather event. Models provide daily predictions that are updated every 6 hours.
- **Outages Model:** Predictions of the number of outages for each of the districts up to 7 days in advance. In addition to providing a best estimate prediction, the solution will provide other predictions such as the 25th percentile (best case scenario), median, 75th percentile, 90th percentile, and 95th percentile (worst case scenario). Machine learning models are trained based on the historical number of outages from a weather event. Models provide daily predictions that are updated every 6 hours.
- **Dashboard:** 24/7/365 access to Urbint's StormImpact dashboard where predictions are provided in many different formats to make it fast and easy to share information across the enterprise. Urbint's StormImpact dashboard provides users with data visualizations (maps & graphs of weather forecasts and model predictions), tabular displays, report generation and the ability to download the data in csv, excel, and PDF formats.
- **Model Maintenance, Retraining, and Improvement:** Urbint's data-driven machine learning models improve over time. These models are automatically retrained every month using customers interrupted and outages data from Ocala. Therefore, if unusual weather

conditions occur or systems change the Urbint models will learn and adjust their predictions.

- **Performance Reviews:** What sets Urbint apart from others is the partnership and mutual trust that is built with our customers. We provide a regularly occurring performance review session with our customers to compare the model predictions to what actually happened.

03 Execution Strategy

This section provides a detailed description of the methods, tasks, and timeline for completion of this project. We anticipate that the four phases of the project shown below will be completed within two months given that all the requested data is received by Urbint in a timely manner.

Work Requirements

Project Kickoff

A project kickoff meeting will be held during the first week of the project. We will review the project objectives, timeline and deliverables. We will also introduce all of the Urbint and Ocala staff that will be involved and review their roles.

Phase I: Data Collection

The first phase of the project includes collecting the data required to extract weather conditions and environmental variables from past storm events and to combine them with historical utility storm impact data. Ocala will provide Urbint system asset information, historical storm impact data, and vegetation related information that includes, but is not limited to the following:

- Weather-related hazards (customers, poles, transformers, overhead line, underground line),
- Nature and severity of the weather event (wind speed, duration of strong winds, precipitation intensity, snow/ice, lightning, etc.),
- Local environmental conditions (soil type, land cover, vegetation, slope, aspect, elevation, soil moisture, antecedent moisture conditions), and
- Number and location of outages from past weather events.

Urbint will combine utility provided data with historical weather forecasts and environmental and geographical data. More detail on the data that we will be using is provided here:

Ocala system assets: We will incorporate any system information that Ocala provides on customers, poles, transformers, length of overhead wire and underground cable, switches, etc. Ideally, these data will be geolocated data. We can also include information about the age and

characteristics of the assets, if available. A shapefile that provides the boundaries for the distribution areas (or other preferred spatial units of analysis) will be used to aggregate the outage, weather, and asset data at these spatial resolutions. Data received as a geodatabase is preferred, but any GIS format can be accepted. Ocala will update data at Phase I start and annually thereafter via sftp or Ocala desired delivery method at the time of update.

Ocala storm impact data: Detailed information from the Outage Management System (OMS) will be used to train and validate the customer interrupted and outage models. Ocala will deliver at the start of the project and monthly thereafter via sftp or Ocala desired delivery method at the time of update.

Ocala vegetation management data: At a minimum, information on when each circuit (feeder) was last trimmed. Ideally, Urbint would want to know when each circuit was trimmed (month or year) during the period of time for which we have the OMS data. Ocala will update data at Phase I start and annually thereafter via sftp or Ocala desired delivery method at the time of update. It will be up to Ocala to send more frequently if so desired.

Weather forecasts: We will use weather forecast data from a variety of available data sources. Our model development process will use historical weather forecasts, and the Client-provided outages and damage to assets to identify the most important weather variables in your service territory. The weather forecasts will be automatically extracted and used to predict the potential impacts of weather.

Phase II: Model Development and Validation

Our Machine Learning models are developed and validated using a rigorous cross-validation process to assess their accuracy. We will provide a variety of model outputs(e.g., probabilistic predictions, best estimates, and best-case to worst-case predictions), all available via the StormImpact dashboard, to support different users and use cases.

The objective of our validation process is to ensure that the models developed are capable of making reliable predictions for future storm events. To achieve this, we apply standard best practices for evaluating predictive performance on data not used in model development.

Our validation strategy is designed to test how well the model performs across different scenarios, including events that vary by intensity, geography, or other relevant characteristics. This includes systematically holding back portions of the available data to evaluate how accurately the model can predict outcomes for unseen situations.

In Phase II, we will focus on training and validating the predictive models related to customer interruptions. This phase will also include exploratory analyses to determine which data inputs are most influential in driving model performance. At the conclusion of this phase, Urbint will deliver a

summary report outlining the overall model configuration, validation results, and key insights regarding its predictive capabilities.

Phase III: Model Deployment

Upon completion of model development and setup (Phase I & II), we will then deploy the models (go live) on a secure server in the cloud (e.g., AWS). The Urbint solution will provide daily predictions that are updated every 6 hours. Access to model predictions will be provided via the StormImpact dashboard. The user interface includes graphical and tabular displays, report generation, user administration tools, and customizable in-app and email notifications. Access is included for up to 150 Authorized Users in your organization.

Urbint will deliver a user guide and deployment readiness materials that describe the operation and functionality. These materials will be provided through the StormImpact dashboard.

Phase IV: Training Phase

Urbint will provide online user training sessions to familiarize Ocala staff with how to access and use the model predictions. These training sessions can be recorded and made available to all Authorized Users through the StormImpact dashboard.

Phase V: Operational Monitoring and Performance Assessments

Urbint will provide performance reports that compare model predictions to actuals. Post-storm reviews of model performance will occur on a regularly occurring basis. Urbint will update and re-train all the models each month based on the actuals.

Phase V will begin after the models are deployed. We will arrange regularly occurring meetings with Ocala staff to review model performance and conduct post-storm reviews. The models will be automatically updated every month after we receive actual outages from Ocala.

Project Phases & Timeline

Phase	Implementation & Production Responsibility	Timeline
Project Kickoff	Urbint	1-2 days
Phase I: Data Collection		2-4 weeks

Ocala System Assets	Ocala	
Ocala Outage Data	Ocala	
Ocala Vegetation Management Data	Ocala	
Phase II: Model Development and Validation	Urbint	3-5 weeks
Phase III: Model Deployment	Urbint	1-2 week
Phase IV: Training Phase	Urbint & Ocala	1-3 days
Phase V: Operational Monitoring and Performance Assessments	Urbint	On-going
Actual Outages Data	Ocala	On-going

Project Deliverables

Phase I Deliverable	Description
Feature Database	Database of weather forecast data, Client system assets, Client storm impact data and environmental and geographic data.

Phase II Deliverable	Description
StormImpact Prediction Models: Customers Interrupted; Performance report on model configuration and validation	Predictions of the number of weather-related customers interrupted for each of the districts up to 7 days in advance. Machine learning models are trained based on historical storm impacts from your Outage Management System. Models provide daily predictions that are updated every 6 hours.
StormImpact Prediction Models: Outages; Performance report on model configuration and validation	Predictions of the number of weather-related outages for each of the districts up to 7 days in advance. Machine learning models are trained based on historical storm damage. Models provide daily predictions that are updated every 6 hours.

Phase III Deliverable	Description
Model Deployment	Deploy the StormImpact models and provide Client with access to StormImpact dashboard
User Guides and Deployment	Provide user guides on how system functions and other documents needed for successful production release

Phase IV Deliverable	Description
User Training Session	Provide online user training sessions to Client staff on how to access and use model predictions

Phase V Deliverable	Description
Model Performance Reports	Regularly occurring reports that compare model predictions to actuals
Model Re-Training	All models will be updated and re-trained on a monthly basis after actuals are received from the Client. This helps the models to learn and improve over time.

Communication Scope

We look forward to developing a close working relationship with Ocala. A key part of this partnership is open communication and clearly articulating expectations. Therefore, here is what you can expect from us:

- We will work closely with our Client to develop, validate, and deploy the storm impact models.
- We will provide status updates on a regular basis.
- We will have regular meetings with the designated Client staff.
- We expect that designated Client staff and the required Client data will be made available as needed to accomplish the objectives.

04 Project Team

The following Provider personnel will be assigned to perform the Services in this project:

Urbint Personnel	Position	Role & Responsibilities
Meghan Klee	Program Lead	Provides overall direction, quality control and leadership for engagement.
Meghan Klee & Steven Quiring	Functional Lead	Responsible for day-to-day project management, business process assessment, functional requirements, and technical requirement definition. Also manages all testing, deployment, and training activities
Brent McRoberts	Modeling Engineer	Responsible for data streams, development, and validation of storm impact prediction models.

Scott Hull	Software Engineer	Responsible for design, accessibility, and user-friendly dashboard that displays Storm Impact Prediction Model outputs
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In order to properly support the project, Customer will provide access to the following resources to ensure successful engagement outcomes. An individual on the Customer team may fill more than one role:

Role	Description	Engagement Expectations
Project Lead	Responsible for coordination of internal stakeholders, data requests, and managing adherence to joint project plan with Customer.	Day-to-day liaison for the Customer expected to be jointly responsible for regular check points. Coordinates operational, technical, and business review and workshops.
Subject Matter Expert(s) & Key Stakeholders	Consulted and will be required throughout the implementation process to obtain a full understanding of necessary processes and data details to ensure proper deployment of the Customer application.	Attend(s) Kick-Off and topic specific sessions. May be asked to attend regular check points. If SME is the owner of a data system, SME is also responsible for delivering data.

05 Assumptions

- Customer will ensure resources are available as agreed during the project kick off and outlined in the deployment plan; unavailable resources may result in a project delay
- Customer will provide adequate facilities and presentation technology resources for remote workshops and training.
- Unless otherwise stated in this Statement of Work, project delivery does not include commitment to product enhancements

06 Pricing

Vendor's charges under this Statement of Work shall be determined with reference to the Pricing hereunder.

Vendor is proposed Firm-Fixed Pricing for all Services and Deliverables identified in this SOW. All prices are in USD and exclude any applicable taxes.

Solution Elements	Description	Annual Term License 7/1/2025 - 6/30/2026
Customers Interrupted	Predictions of the number of customers without power for each of the districts up to 7 days in advance.	\$70,000
Outages	Predictions of the number of outages for each of the districts up to 7 days in advance.	
StormImpact Dashboard	Secure, 24/7 website that displays model predictions.	

Total Costs (List Price)	\$70,000
Discount	\$35,000
Net Unit Price	\$35,000

07 Approval

The authorized representatives of the parties agree to this Statement of Work on the date signed below, contingent on execution of an Provider Sales Order for this SOW.

Ocala Electric Utility

Signed by:
By: Janice Mitchell
55198B43858A4E1...
Name: Janice Mitchell
Title: CFO
Date: 8/7/2025

Urbint, Inc.

Signed by:
By: Matthew Crye
33A5A673754E423...
Name: Matthew Crye
Title: President
Date: 7/30/2025 | 15:14 PDT



Certificate Of Completion


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Certificate Pages: 5	Initials: 0	Patricia Lewis
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		plewis@ocalafl.org
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William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	<div>Signed by:  4A55AB8A8ED04F3...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104</div>	Sent: 7/28/2025 10:40:55 AM Viewed: 7/29/2025 8:55:14 AM Signed: 7/29/2025 8:56:26 AM

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Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	<div>Signed by:  55198B43858A4E1...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104</div>	Sent: 7/29/2025 8:56:28 AM Viewed: 7/29/2025 11:17:13 AM Signed: 7/29/2025 11:17:50 AM
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ID: eb8100ac-ec5e-4854-a3d0-03d6244b272d

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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
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Completed	Security Checked	7/29/2025 11:17:50 AM
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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.

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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.

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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..

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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.

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- 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.

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Janice Mitchell

jmitchell@ocalafl.org

CFO

City of Ocala

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Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

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Certified Delivered

Security Checked

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8/7/2025 8:26:41 AM

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Security Checked

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