



Prepared by: Stephanie Smith  
DroneDeploy, Inc.  
548 Market St. #34583  
San Francisco, CA 94104  
stephanie.smith@dronedeploy.com

## ORDER FORM

### SHIPPING ADDRESS:

**Name:** Richard Ragosta  
**Company:** City of Ocala - Engineering  
**Address:** 110 Southeast Watula Avenue  
Ocala, FL 34471  
US  
**Phone:** (352) 351-6793  
**Email:** rragosta@ocalafl.gov

### BILL TO:

**Name:** Sean Lanier  
**Company:** City of Ocala - Engineering  
**Address:** 110 Southeast Watula Avenue  
Ocala, Florida 34471  
United States  
**Phone:** (352) 304-8558  
**Email:** slanier@ocalafl.gov

### TERMS:

**Term Length:** 12.00 (months)  
**Subscription Period:** 3/11/2025 through 3/10/2026  
**Payment Terms:** Net 30  
**Payment Method:** Invoice  
**Payment Frequency:** Annual

## PRICING SCHEDULE

### Subscriptions

Product Name	Quantity	Term	Per Unit Price	Total
Subscriber: Analyst	10.00	12.00	USD 0.00	USD 0.00
Subscriber: Pilot/Uploader	3.00	12.00	USD 1,100.00	USD 3,300.00
Teams	1.00	12.00	USD 6,699.00	USD 6,699.00

**Subscriptions Total: USD 9,999.00**

**Total This Order Form: USD 9,999.00**

### Product Description

#### Subscriber: Analyst

An Analyst subscriber can only view and edit existing data, they cannot upload new data.

#### Subscriber: Pilot/Uploader

A Pilot/Uploader subscriber can upload, process, and edit their data within their DroneDeploy organization.

#### Teams

Enterprise Gold functionality includes: Roles and Permissions, Activity Audit View, Unlimited GCP, Earthworks, Thermal Live Map, Stockpile Reports, Large Map Processing, and Radiometric Thermal Processing.

### Special Terms

The Master Services Agreement between DroneDeploy, Inc. and Customer attached hereto except such Master Services Agreement is hereby amended as follows:

- Section 6.5, "Taxes," is hereby amended to strike the following language: "Customer is responsible for paying all Taxes associated with its purchases hereunder." Such language shall be replaced with the following: "Customer is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption No.: 85-8012621655C-9.)"
- Section 11.2, "Indemnification by Customer," is hereby amended to add the following language as the last sentence: "Notwithstanding the foregoing, Customer's liability resulting from its obligation to indemnify shall not exceed the greater of \$200,000 per person or \$300,000 per incident or occurrence as set forth in Section 768.28, Florida Statutes."

- Section 13.2, "Term of Purchased Subscriptions," is hereby amended to strike the following language: "Except as otherwise specified in an Order Form or Online Purchase Portal, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term."
- Section 14.6.f., "Miscellaneous," is hereby amended to strike the following language: "The parties will address any dispute arising under or related to this Agreement in the federal or state courts in San Francisco County, California."

**Governing Agreement**

- Order Forms with contiguous dates will ensure no gap in Service.
- Add-On orders shall be co-terminus with the originating Order Form.
- Any co-terminus add-on order quantities or additional products subscribed will add to the next renewal subscription.
- The shipping address is the location where DroneDeploy services will be primarily accessed, delivered, or utilized.
- Subscription Services provided under this Order Form will not auto-renew and to keep the Subscription Services active a renewal Order Form must be signed prior to the expiration date of this Subscription Period.
- Please allow up to three business days for account provisioning from the start date of the contract term.
- You shall pay all applicable taxes.
- This Order Form is governed by and subject to each of the following agreement(s) (collectively, the "Agreement"):
  - The DroneDeploy software subscription purchased under this Order Form are governed by the Master Services Agreement between DroneDeploy, Inc. and Customer.
- Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

By signing below you acknowledge that (a) you have read, understood and agree to the Agreement, (b) you have the authority to bind your company or other legal entity to this Order Form, and (c) you agree to pay the Fees set forth herein. This Order Form constitutes a binding commitment for the Subscription Period stated above.


**City of Ocala - Engineering**

By   
Name Ken Whitehead  
Title Assistant City Manager  
Date 3/27/2025

**Modifications to Master Terms and Conditions approved by DroneDeploy, Inc.**

By   
Name Brad King  
Title CRO  
Date 3/12/2025

**Approved as to form and Legality:**

  
William E. Sexton, Esq.  
City Attorney

# Master Services Agreement

Describes the rules you agree to when using our services

This Master Services Agreement (this "**Agreement**") applies to your use of the Services. If you have an active, duly executed contract that covers the Services defined below ("**Existing Contract**") and disclaims the applicability of this Agreement, the Existing Contract will govern your use of the Services.

UNDER THIS AGREEMENT, YOU AND DRONEDEPLOY WAIVE ANY RIGHT TO JURY TRIAL OR TO PARTICIPATE IN A CLASS-ACTION LAWSUIT.

You represent that you are authorized to act on behalf of the owner of the account you are registering or using (such owner, "**Customer**" or "**you**") and to bind them to this Agreement. By registering for an account, executing an Order Form, otherwise indicating your agreement to this Agreement and/or using the Services, Customer is entering into this binding Agreement with DroneDeploy, Inc. ("**Company**" or "**we**").

We may modify this Agreement to, for example, reflect changes to the law or changes to our Services. Such modifications will take effect on the stated update date unless you have a then-active Order Form disclaiming the applicability of updates, in which case such changes will take effect for any extensions or renewal terms. We will post notice of modifications to this Agreement on this page. If you do not agree to the modified Agreement, you should discontinue your use of the Services.

## 1. Certain Definitions.

### ○ Available Services.

- "**Services**" means the Free Trial Services and Purchased Services. The Services include Company's cloud-based software platform(s) and mobile application(s) ("**Company Apps**"), including, without limitation, all DroneDeploy® and StructionSite® branded software products, Implementation Services as described below, and the DroneDeploy Academy to the extent set forth in an Order Form or Online Purchase Portal, and includes any Services provided by Company on behalf of its Subsidiaries.
- "**Free Trial Services**" means Services that Company makes available to Customer free of charge.
- "**Purchased Services**" means Services that Customer purchases from Company under an Order Form or Online Purchase Portal.

### ○ Other Definitions.

1. "**Affiliate**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity.
2. "**Company Content**" means any data, information and other content that is made available via the Services to Customer, excluding Third Party Services and Customer Content.
3. "**Control**" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
4. "**Customer Content**" means the electronic data, information and other content that Customer uploads to, integrates with or makes available through the Services or otherwise to Company, and any content that Customer collects or generates in its use of the Services, including messages, reviews, video, maps,

models, folders, data, text, photographs, images, and data gathered by a Robot, camera or other User device.

5. **"Non-Company Apps"** means software applications that are not Company branded, including apps in the any Company app marketplace.
  6. **"Order Form"** means an order form signed by both parties.
  7. **"Online Purchase Portal"** means the Company online portal used to acquire the Services.
  8. **"Robot"** means an unmanned aerial vehicle (UAV), drone or other robot that Customer or its Users use in connection with the Services.
  9. **"Subsidiary"** means any entity that is Controlled by Company.
  10. **"Third Party Content"** means information obtained by Company from publicly available sources, from third-party content providers, or from third-party software providers, and made available to Customer through the Services, including linked information.
  11. **"Third Party Services"** means Non-Company Apps and Third Party Content.
  12. **"User"** means a unique individual end user accessing or using the Services under Customer's account, also referred to as a **"subscriber"**.
2. **Licenses to Customer.** During the subscription term shown in an Order Form or Online Purchase Portal and subject to the terms of this Agreement and such Order Form or Online Purchase Portal, or for the duration of the Free Trial, as applicable, Company grants Customer a non-exclusive, non-sublicensable and non-transferable right to access and use the Services and to download and use the Company Apps on devices that you own or control, all of the foregoing only for Customer's own internal business purposes. You may not distribute or make the Company App available over a network where it could be used by multiple devices at the same time. You may not transfer or redistribute the Company App and, if you sell your device to a third party, you must remove the Company App first. You may not copy the Company App or attempt to derive its source code (except as and only to the extent that any foregoing restriction is prohibited by applicable law).
  3. **Company Obligations.**
    1. **Provision of Services and Support.** Company will make the Services available to Customer pursuant to this Agreement and the applicable Order Forms or Online Purchase Portal requirements. Company will provide applicable Company standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased. Company will use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Company will usually give advance electronic notice), and (ii) emergency maintenance and any unavailability caused by circumstances beyond Company's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, pandemic, strike or other labor problem (other than one involving Company's employees), Internet service provider failure or delay, Third Party Services or other Customer hardware or systems, or denial of service attack. The Services in the form provided by Company will comply with applicable laws and regulations. Company may use third party service providers to provide Services on its behalf, provided that Company will remain responsible for fulfilling its obligations under this Agreement.
    2. **Data Privacy and Security.**
      - Company will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of

Customer Content. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Content (other than by Customer or Users). By executing an Order Form, signing up on the Online Purchase Portal or otherwise signing up for the Services, Customer is deemed to be entered into the following agreements, if applicable: (i) if Customer shares Personal Data (as defined in the GDPR DPA) from the European Economic Area (EEA), the United Kingdom or Switzerland to be processed by Company, the Company's GDPR Data Processing Agreement, available at <https://dronedeploy.com/leg...> ("GDPR DPA"); and (ii) if Customer shares Personal Information (as defined in the CCPA DPA) from the State of California, the Company's CCPA Data Processing Agreement, available at <https://dronedeploy.com/legal/california-data-processing-agreement> (the "**CCPA DPA**").

- Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, Company will make Customer Content available to Customer for export or download. After such 30-day period, Company will have no obligation to maintain or provide any Customer Content, and may thereafter remove all Customer Content in its possession or control.
- If you want Company to delete your account, please send an email to [privacy@dronedeploy.com](mailto:privacy@dronedeploy.com). You must provide Company with reasonable identity verification details prior to us processing any deletion requests. Company is not liable in connection with any deletion requests or if your identity cannot be sufficiently verified in Company's sole discretion.

### 3. **Free Trial Services.**

- Company may suspend or discontinue Free Trial Services at any time for any reason or no reason. Any additional terms and conditions appearing on Free Trial Services registration web pages are incorporated into this Agreement by reference.
- ALL CUSTOMER CONTENT AND CUSTOMIZATIONS ASSOCIATED WITH FREE TRIAL SERVICES WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH CUSTOMER CONTENT BEFORE THE END OF THE FREE TRIAL SERVICES PERIOD.
- NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY COMPANY" SECTION BELOW, (A) ALL FREE TRIAL SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY; AND (B) COMPANY AND ITS AFFILIATES WILL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE TRIAL SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH CASE COMPANY'S TOTAL CUMULATIVE LIABILITY WITH RESPECT TO SUCH SERVICES SHALL NOT EXCEED USD \$1,000.00.
- NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF FREE TRIAL SERVICES.

### 4. **Customer Usage and Customer Content.**

1. **Subscription.** Unless otherwise provided in an Order Form, (a) Purchased Services and access to all content are purchased as subscriptions for the term stated in the Order Form or Online Purchase Portal, (b) subscriptions for additional Purchased Services may be added during a subscription term, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Purchases are not contingent on the delivery of any future functionality or features. Customer's Affiliates that have executed Order Forms or signed up via Online Purchase Portal with Company may use the Services for so long as they remain Affiliates. The term "Customer" includes any such Affiliates.
2. **Fair Use Policy.** This section describes Company's fair use policy (the "Fair Use Policy") with respect to the Services. The Fair Use Policy has been created to prevent improper use of the Services so we can offer all our customers an excellent user experience. Each Company license is to be used in accordance with the "Use Limitations" section below, and Customer will ensure that its Users are in compliance. We evaluate the scope of fair use by taking into account your license against the typical usage across the universe of accounts. When we detect out of the ordinary levels of usage in your Company account, we'll contact you to discuss the situation and potential alternatives. If usage does not come into compliance with our policy, we reserve the right to limit your account, suspend or terminate your license and access to the system, or charge Customer for additional amounts.
3. **Use Limitations.**
  - Customer shall ensure that each User is individually registered and that Users do not share their access credentials with others. In particular (i) Customer will assign a single User for each subscriber seat (multiple Users may not access the Services as the same subscriber); provided that Customers may reassign a subscriber seat to a new User in good faith for a bona fide business purpose (i.e., not as a means to avoid purchasing additional subscriber seats), (ii) the total number of Users may not exceed the number of subscribers (or "subscriber seats") specified in any Order Form or Online Purchase Portal, (iii) each User is permitted a reasonable amounts of data creation for a single person, (iv) logins may not be shared with any other individual, and (v) use of alias emails is not permitted.
  - If the Order Form or Online Purchase Portal specifies the project, enterprise project, site or location ("**Site**") on which the Services are to be used, Customer must use the Services on such Sites and may not use the Services on any other Sites.
  - Notwithstanding the foregoing, machine user accounts that act on behalf of multiple individual Users may be created with prior written consent from Company for the sole purpose of Customers controlling the use of Company's API. If the Company API is used, additional terms specified in the API online portal apply.
4. **Customer Responsibilities.** Customer (a) is responsible for all activity occurring in its account and under the access credentials issued to Users and its Affiliates, (b) is responsible for the accuracy, quality and legality of Customer Content, the means by which Customer acquired Customer Content, Customer's use of Customer Content with the Services, and the interoperation and functioning of any Third Party Services, (c) will use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Company promptly of any such unauthorized access or use, (d) will use

Services only in accordance with applicable laws and regulations, and (e) will comply with terms of service of any Third Party Service and with the terms and conditions applicable to any Robot, camera or other hardware used in connection with the Services as specified by the manufacturer or distributor of such Robot, camera or other hardware.

5. **Usage Restrictions.** Customer will not (a) make any Service available to third parties or use any Service for the benefit of anyone other than Customer, unless expressly stated otherwise in an Order Form(s), (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service or Third Party Service to store or transmit illegal, infringing, libelous, or otherwise unlawful or tortious material, or material that violates third party rights, including privacy rights, or intentionally use the Service to collect images of people or personal information (as defined by applicable law and regulation), (d) use a Service or Third Party Service to store or transmit malicious code or other code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of any Services or Third Party Service, (f) attempt to gain unauthorized access to any Services or its related systems or networks, (g) permit direct or indirect access to or use of any Services in a way that circumvents subscriber or site or location limits, or use any Services to access or use any of Company intellectual property except as permitted under this Agreement or Order Form(s), (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) publicly display the output of the Services in a manner that misleads others that such output was generated by Customer's services and not that of Company for the purpose of promoting Customer's services, (j) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent, (l) use the Services for or in connection with any military purpose or harm or intimidation of any person or animal, including (1) direct or indirect use by armed forces, paramilitary force, police force or militia, (2) incorporate into weapons, or use in the production, maintenance or testing of weapons or operations or activities of a military or police nature, or (3) use as parts or components of military items, and (m) use or intend to use the Services for any harmful, illegal or hazardous purpose.
6. **Removal of Third Party Services and Customer Content.** If Customer receives notice that any Third Party Service or Customer Content must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or any applicable contractual rights, Customer will promptly do so. If Customer does not take required action in accordance with the above, or if in Company's judgment continued violation is likely to reoccur, Company may disable and/or remove the applicable Third Party Service or Customer Content. If requested by Company, Customer will confirm such deletion and discontinuance of use in writing and Company is authorized to provide a copy of such confirmation to any third party claimant or governmental authority, as applicable. In addition, if Company is required by any third party rights holder, law enforcement or regulatory agency to remove Third Party Services or Customer Content, or receives information that a Third Party Service or Customer Content may violate applicable law or

third-party rights, Company may disable, remove or discontinue its integration with such Third Party Service or Customer Content.

7. **Robot Operations.** Customer is solely responsible for ensuring compliance with all applicable legal requirements for the operation of any Robot, including any requirement to detect and avoid aircrafts and drones and to obtain proper airspace authorizations. Customer must at all times comply with all applicable local, state, national, and international laws and regulations related to the operation of Robots and use of the Services in the territory of operation, including any applicable laws with regard to privacy, any applicable product documentation and the terms of the agreement under which Customer procured any Robot. Customer, and not Company, is responsible for the safety and security of any Robot operations carried out by Customer.
5. **Third Party Services.**
  1. **Third Party Services.** Company or third parties may make Third Party Services available to Customer. Customer's acquisition and use of Third Party Services, including any exchange of data between Customer and any Third Party Service, is solely between Customer and the applicable third party. Company does not warrant or support Third Party Services, whether or not they are available within the Services, unless expressly provided otherwise in an Order Form. Company is not responsible for any disclosure, modification or deletion of Customer Content or Third Party Content resulting from a Third Party Service.
  2. **Integration with Third Party Services.** The Services may interoperate with and allow Customer to export or integrate data to Third Party Services. Company cannot guarantee the continued availability of such functionality and may cease providing it without entitling Customer to any refund, credit, or other compensation (for example and without limitation, if the provider of a Third Party Service ceases to support interoperation in a manner acceptable to Company).
6. **Fees and Payment.**
  1. **Fees.** Customer will pay all fees specified in the applicable Order Forms or Online Purchase Portal. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
  2. **Invoicing and Payment.** Customer will provide Company with valid and updated credit card information or an alternative payment source reasonably acceptable to Company (such as bank transfer or ACH). If Customer provides credit card information to Company, Customer authorizes Company to charge such credit card for all Purchased Services listed in the Order Form or Online Purchase Portal for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form or Online Purchase Portal. If the Order Form specifies that payment will be by a method other than a credit card, Company will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Company and notifying Company of any changes to such information.
  3. **Overdue Charges.** If any amounts not paid by the due date then, without limiting Company's rights or remedies, (a) those charges may accrue late interest at the lower of



1.5% per month or the maximum rate permitted by law, and/or (b) Company may condition future subscription renewals and Order Forms on different payment terms.

4. **Payment Disputes.** Company will not exercise its rights under the "Overdue Charges" or "Suspension" sections if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
5. **Taxes.** Company's fees do not include all taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Company will invoice Customer and Customer will pay that amount unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against it based on its income, property and employees.
7. **Proprietary Rights and Licenses.**
  1. **Ownership.** As between the parties, Company owns all right, title and interest in the Services and the Company Content, and the applicable third parties own all right title and interest in the Third Party Services. Company and such third parties reserve all rights other than as expressly set forth herein. Company may use any suggestions or feedback without accounting, attribution or compensation to Customer.
  2. **Customer Content.**
    - As between the parties, Customer is the author/creator of and owns all right, title and interest in Customer Content. Except as expressly set forth herein, nothing contained in this Agreement shall be construed as granting Company any right to use Customer Content. To the extent that Company is held to be the author/creator of any Customer Content created via the Services, Company hereby assigns to Customer all right, title and interest in such Customer Content.
    - Customer hereby grants to Company and its Affiliates a license to access, use, process, copy, distribute, perform, export and display any Customer Content only as reasonably necessary (a) to provide, maintain, improve and update Company's and its Affiliates products and services; (b) to prevent or address service, security, support or technical issues; (c) as required by law or as permitted by our Privacy Policy; and (d) as expressly permitted in writing by Customer.
    - If Customer uses a Third Party Service with or as part of the Service, Customer grants Company permission to allow the Third Party Service and its provider to access Customer Content and information about Customer's usage of the Third Party Service as appropriate for the interoperation of that Third Party Service with the Service.
  3. **Customer Content Representations and Warranties.** Customer is solely responsible for the Customer Content and the consequences of posting or publishing Customer Content. Customer represents and warrants that: (a) Customer is the creator and owner of, or has the necessary licenses, rights, consents, and permissions to use the Customer Content and to authorize Company to use the Customer Content as described herein; and (b) the Customer Content, and the use thereof as contemplated herein, does not: (i) infringe any third-party right, including any intellectual property, privacy or proprietary right; or (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person.

4. **Customer Content Disclaimer.** Company is under no obligation to edit or control Customer Content that Customer and its Users post or publish, and will not be in any way responsible or liable for Customer Content. Company may, however, at any time and without prior notice, screen, remove, edit, or block any Customer Content that in its sole judgment violates this Agreement or is otherwise objectionable.
8. **Implementation Services.**
  1. **Performance.** If the Order Form or Online Purchase Portal includes services to assist Customer in implementing the Services ("Implementation Services"), then this section applies. Customer will cooperate reasonably and in good faith with Company in its performance of Implementation Services. Customer is responsible for obtaining any licenses or permissions required and for providing Company with access to its equipment, systems and/or facilities as needed for Company to perform the Implementation Services. Any delays in the performance of Implementation Services caused by Customer may result in additional applicable charges for resource time. Customer will reimburse Company for reasonable travel and out-of-pocket expenses incurred in connection with Implementation Services. If an estimate of incidental expenses is provided in the applicable Order Form, Company will not exceed such estimate without the written consent of Customer.
  2. **Warranty.** Company warrants that the Implementation Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of the above warranty, Customer's exclusive remedy and Company's entire liability will be the re-performance of the applicable Implementation Services. If Company is unable to re-perform the Implementation Services as warranted, Customer will be entitled to recover the Implementation Services fees paid to Company for the deficient Implementation Services. Customer must make any claim under the foregoing warranty to Company in writing within 30 days of performance of such Implementation Services in order to receive warranty remedies.
  3. **Disclaimer.** This warranty is exclusive and in lieu of all other warranties. Company makes no other warranty of any kind with respect to the implementation services, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by applicable law.
9. **Confidentiality.**
  1. **Confidential Information.** "Confidential Information" means any information relating to or disclosed in the course of this Agreement, which is or should be reasonably understood to be confidential. The terms of this Agreement are the Confidential Information of each party (not to be disclosed by a party without the written consent of the other) and any non-public Company Content, Third Party Services, and data regarding the performance of the Services is Company Confidential Information. Confidential Information does not include information that (a) is or becomes part of the public domain through no fault of the receiving party, (b) was already in possession of the receiving party, or (c) was independently developed by the receiving party without violation of this section.
  2. **Mutual Obligations.** The receiving party will use the same care to protect Confidential Information as it uses for its own similar information, but in no event less than reasonable care, and will use Confidential Information only for the purpose of fulfilling its obligations and exercising its rights under this Agreement. The receiving party will promptly return or destroy the other party's Confidential Information upon request of the other party. The

receiving party may disclose Confidential Information if required to do so by law, if the receiving party provides the disclosing party with prompt notice and complies with any protective order imposed on such disclosure.

**10. Warranties and Disclaimer.**

1. **Company Warranties.** Company warrants that during an applicable subscription term (a) Company will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Content, (b) Company will not materially decrease the overall security of the Services, (c) subject to the "Third Party Services" section above, Company will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.
2. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. COMPANY MAKES NO WARRANTY AND HAS NO LIABILITY FOR THIRD PARTY SERVICES. FOR THE AVOIDANCE OF DOUBT, COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS, CORRUPTION OR DESTRUCTION OF CUSTOMER CONTENT OR THIRD PARTY SERVICES.

**11. Mutual Indemnification.**

1. **Indemnification by Company.** Company will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Company in writing of, a Claim Against Customer, provided Customer (a) promptly gives Company written notice of the Claim Against Customer, (b) gives Company sole control of the defense and settlement of the Claim Against Customer (except that Company may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Company all reasonable assistance, at Company's expense. If Company receives information about an actual or potential infringement or misappropriation claim related to a Service, Company may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Company's warranties under "Company Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Company, if the Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Services under an Order Form or Online Purchase Portal for which there is no charge; or (4) a Claim Against Customer arises from Customer Content, a Third Party Service or Customer's breach of this Agreement or

applicable Order Forms or Online Purchase Portal conditions. This "Indemnification by Company" section states Company's sole liability to, and Customer's exclusive remedy for, intellectual property claims.

2. **Indemnification by Customer.** Customer will defend Company and its Affiliates against any claim, demand, suit or proceeding made or brought against Company or its Affiliates by a third party alleging (a) that any Customer Content or Customer's use of Customer Content with the Services, (b) any Third Party Service used by Customer other than those provided by Company to Customer as part of the Services, or (c) the combination of a Third Party Service and the Services other than the ones provided by Company to Customer as part of the Services, infringes or misappropriates third party intellectual property rights, or arising from Customer's use of the Services, Third Party Services, Company Content or Customer Content in an unlawful manner or in violation of the Agreement, Order Form or Online Purchase Portal conditions (each a "Claim Against Company"), and will indemnify Company and its Affiliates from any damages, attorney fees and costs finally awarded against Company as a result of, or for any amounts paid by Company under a settlement approved by Customer in writing of, a Claim Against Company, provided Company (a) promptly gives Customer written notice of the Claim Against Company or its Affiliates, (b) gives Customer sole control of the defense and settlement of the Claim Against Company (except that Customer may not settle any Claim Against Company or its Affiliates unless it unconditionally releases Company and its Affiliates of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against Company arises from Company's breach of this Agreement or applicable Order Forms or Online Purchase Portal conditions.
12. **Limitation of Liability.**
- o **Liability.** In no event shall the aggregate liability of each party together with all of its affiliates arising out of or related to this agreement exceed the total amount paid by customer and its affiliates hereunder for the services giving rise to the liability in the twelve months preceding the first incident out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability, but will not limit customer's and its affiliates' payment obligations under the "fees and payment" section above and customer's liability for any violation of company's intellectual property rights.
  - o **Consequential Damages.** In no event will either party or its affiliates have any liability arising out of or related to this agreement for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party or its affiliates have been advised of the possibility of such damages or if a party's or its affiliates' remedy otherwise fails of its essential purpose. The foregoing disclaimer will not apply to the extent prohibited by law.
13. **TERM, SUSPENSION AND TERMINATION**
1. **Term of Agreement.** This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.
  2. **Term of Purchased Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form or Online Purchase Portal. Except as otherwise specified in an Order Form or Online Purchase Portal

The Agreement may be renewed for additional one (1) year periods (each "Renewal Term"), subject to mutual written agreement of both parties. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

3. **Suspension.**

- If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue (or 10 or more days overdue in the case of amounts Customer has authorized Company to charge to Customer's credit card), Company may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for Customers paying by credit card or direct debit whose payment has been declined, Company will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Notice" section below for billing notices, before suspending services to Customer.
- Company may suspend or terminate the Services upon any breach of the sections "Customer Usage and Customer Content" or "Customer Content Representations and Warranties", or any other use of the Services that in Company's judgment threatens the security, integrity or availability of Company's services, or any other use that may create liability for Company or the providers of Third Party Services. Company will use commercially reasonable efforts under the circumstances to inform Customer of the suspension or termination and will work with Customer in good faith if Customer attempts to resolve the issue. If usage does not come into compliance with this Agreement and any other applicable terms between Customer and Company, Company reserves the right to limit Customer's account or terminate the Services. For the avoidance of doubt, fees will not be tolled during any suspension or termination and no refunds will be given.

4. **Termination.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

5. **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with the "Termination" section above, Company will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Company in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees due for the period prior to the effective date of termination.

6. **Surviving Provisions.** The sections titled "Free Trial Services," "Removal of Third Party Services and Customer Content" (but not including the license to Company), "Fees and

Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Data Privacy and Security" will survive any termination or expiration of this Agreement for so long as Company possesses Customer Content.

**14. General Provisions.**

1. **Export Compliance, Anti-Corruption.** The Services and the associated content may be subject to export laws and regulations of the United States and other jurisdictions. Customer will not permit any User to access, use or export any of the foregoing in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation. Each party represents that it is not named on any U.S. government denied-party list. In addition, each party represents that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
2. **Marketing.** Unless provided otherwise in the Order Form, Company may publicly refer to Customer orally and in writing, including on Company's website and sales presentations, as a customer of Company and may use Customer's logo for such purposes.
3. **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between the parties relating to this subject matter and supersedes all other agreements, proposals or representations, written or oral, concerning such subject matter, including any agreement with StructionSite, Inc. or any other Company Subsidiary in relation to Services. If Customer purchases additional services or uses the Company API, additional terms may apply. Any restrictions set forth in the Online Purchase Portal apply to the Services purchased through such portal. Any conflicting or additional term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms executed by Company) is void. In the event of conflict or inconsistency, the order of precedence shall be: (1) the applicable Order Form, and (2) this Agreement. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
4. **Assignment.** This Agreement is not transferable or assignable without prior written consent of the non-assigning party, except that either party may assign this Agreement in its entirety (including all Order Forms) without consent to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon notice. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
5. **Notice.** All notices shall be given and directed to DroneDeploy, Inc., attention: General Counsel, 548 Market St. #34583, San Francisco, California 94104, U.S.A., with an email copy to legal@dronedeploy.com. All notices to Customer will be addressed to the relevant Services system administrator designated by Customer. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) email with confirmation of receipt, and (b) the second business

day after mailing. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer.

6. **Miscellaneous.**

- The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes. There are no third-party beneficiaries under this Agreement.
- No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. If any provision of this Agreement is unenforceable, the validity of the remaining provisions will not be affected.
- The parties acknowledge and agree that they have been represented in the negotiation and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel.
- This Agreement cannot be amended except by a writing signed by both parties; provided that Company may update this Agreement as specified in the introductory paragraphs from time to time and Customer agrees to the modified terms by continuing to use the Services after the Agreement has been updated.
- This Agreement is governed by the laws of the United States of America and the State of California, excluding conflicts of laws principles. The UN Convention on Contracts for the International Sale of Goods is expressly excluded.
- The parties will address any dispute arising under or related to this Agreement in the federal or state courts in San Francisco County, California. Each party waives any right to a jury trial and right to participate in any class action lawsuit. All claims arising under or related to this Agreement must be brought in the initiating party's individual capacity, not as a plaintiff or class member in a class action or similar proceeding.

**Last Updated March 10, 2023**

**\*CITY CONTRACT PROVISIONS**

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

**NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City 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.

**TERMINATION FOR NON-FUNDING.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Company without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.



**CITY CONTRACT PROVISIONS**

**TERMINATION FOR CONVENIENCE.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Company shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Company shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Company as permitted under this Agreement and approved by City.

## Certificate Of Completion

Envelope Id: 779499A3-6FBB-458C-8A09-586D45B8E884

Status: Completed

Subject: FOR SIGNATURE - Agreement for DroneDeploy Software license Renewal (Eng/220454)

Source Envelope:

Document Pages: 17

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

## Record Tracking

Status: Original

Holder: Porsha Ullrich

Location: DocuSign

3/12/2025 3:29:05 PM

pullrich@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

## Signer Events

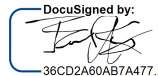
Brad King

brad.king@dronedeploy.com

CRO

Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
36CD2A60AB7A477...

Signature Adoption: Drawn on Device  
Using IP Address: 209.247.206.162

## Timestamp

Sent: 3/12/2025 3:34:39 PM

Viewed: 3/12/2025 3:38:11 PM

Signed: 3/12/2025 3:38:16 PM

## Electronic Record and Signature Disclosure:

Accepted: 3/12/2025 3:38:11 PM

ID: d6365829-fdf9-4ad1-84ed-2d45e80b8083

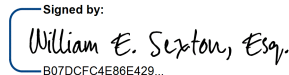
William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication (None)

Signed by:  
  
B07DCFC4E86E429...

Signature Adoption: Pre-selected Style  
Using IP Address: 216.255.240.104

Sent: 3/12/2025 3:38:17 PM

Viewed: 3/25/2025 10:30:03 AM

Signed: 3/25/2025 10:30:41 AM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
5677F71E38874F4...

Signature Adoption: Pre-selected Style  
Using IP Address: 216.255.240.104

Sent: 3/25/2025 10:30:42 AM

Viewed: 3/26/2025 4:31:48 PM

Signed: 3/27/2025 9:49:46 AM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Stephanie Smith stephanie.smith@dronedeploy.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 3/27/2025 9:49:47 AM
--	-------------------	----------------------------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	3/12/2025 3:34:39 PM
Envelope Updated	Security Checked	3/12/2025 3:35:43 PM
Certified Delivered	Security Checked	3/26/2025 4:31:48 PM
Signing Complete	Security Checked	3/27/2025 9:49:46 AM
Completed	Security Checked	3/27/2025 9:49:47 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](mailto: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](mailto: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](mailto: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](mailto: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.