



## CYBERCHECK CASE END USER AGREEMENT

This **End User Agreement** ("Agreement") is entered into as of this 22nd day of October, 2025 (the Effective Date), between **Global Intelligence Inc, DBA Cybercheck**, a company incorporated under the laws of Canada, with principal offices located at New Brunswick, Canada ("CYBERCHECK"), and the City of Ocala, a Florida municipal corporation, by and through Ocala Police Department an independent constitutional officer under the laws of the State of Florida with administrative offices located at 402 South Pine Avenue, Ocala, FL, 34471 ("CLIENT"). CYBERCHECK and CLIENT shall each be referred to hereunder individually as a "**Party**" and collectively, the "**Parties**".

### COMMERCIAL TERMS

CLIENT agrees to the following commercial terms with regard to contract duration, features, quantities and pricing. Services provided by CYBERCHECK under this Agreement are fully described in the attached Schedule 2. CYBERCHECK will allow the CLIENT access to the full functionality of Cybercheck Case via a dedicated web portal for the purpose of entering case information and receiving case reports. Access will not be limited as to time of day, nor will it be limited as to the number of end users of the CLIENT using Cybercheck case.

**Agreement Term:** 22-OCT-25 to 21-OCT-27 (2 Years)

Item	Qty	Total
Cybercheck Maintenance and Support Agreement- (2 Years) existing OCALA PD Cases as per prior contract (20 total).  Includes latest version portal reinstatement, case reviews not yet completed, and call or email for support ticket requests. Includes reinstatement of unused case entitlements not yet entered (7 of 20)	1	\$12,000
Multiyear discount (5%)		-\$600
<b>Total (USD)</b>		<b>\$11,400</b>

- Trial specific support activities are an out of scope extra cost- See Schedule 2, Section 3 for information
- Real time apprehension support is available without an active case but will be recorded as a case consumed.



**IN WITNESS WHEREOF**, the parties hereto through their duly authorized representatives have executed the preceding COMMERCIAL TERMS above and the following AGREEMENT TERMS AND CONDITIONS and attached SCHEDULE 1 DATA CONFIDENTIALITY AGREEMENT which is all agreed to be in effect as of the day, month and year first set forth above.

**CYBERCHECK**

Signed by:

By: Jeff Shaw  
9C626DC07B5A416...

(Authorized Signature)

Name: Jeff ShawTitle: COODate: 11/19/2025**CITY OF OCALA, BY AND THROUGH  
OCALA POLICE DEPARTMENT**

DocuSigned by:

By Peter Lee  
5BB28E162F2E4C2...

(Authorized Signature)

Name: Peter LeeTitle: City ManagerDate: 12/3/2025**Approved as to form and legality:**

Signed by:

William E. Sexton, Esq.  
4A55AB8A8ED04F3...  
William E. Sexton, Esq.

City Attorney



## AGREEMENT TERMS AND CONDITIONS

### 1. GENERAL

- (1) This Agreement is entered for the purpose of enabling the CLIENT to utilize Cybercheck Case for criminal investigations and intelligence gathering in compliance with the COMMERCIAL AGREEMENT (page 1), SCHEDULE 1-DATA CONFIDENTIALITY AGREEMENT and the terms contained in these USAGE TERMS AND CONDITIONS. A full description of the services provided under this Agreement are included in SCHEDULE 2- DESCRIPTION OF SERVICES.
- (2) Subject to the terms and conditions of this Agreement, CLIENT is hereby granted a nonexclusive, non-transferable, non-sub licensable license during the Annual Term (as defined below) to use Cybercheck Case made available by CYBERCHECK to CLIENT pursuant to this Agreement for the sole purpose of this Agreement. CLIENT's license rights to use Cybercheck Case are limited to those expressly granted by this Agreement. Any use of Cybercheck Case by CLIENT in violation of these terms shall be a breach of this Agreement.
- (3) **It is the responsibility of the CLIENT to ensure that all cases are entered within the contract term.** Cybercheck cases can take up to 100 days to complete and return the intelligence report including run time and quality assurance review. Should a case be entered late in the term and the runtime extend beyond the contract end date, that case will still receive minimum standard support consisting of a case review with initial guidance regarding independent corroboration activities.
- (4) Cybercheck will not maintain active support for ongoing case investigation activities past the contract term without a maintenance and support agreement in place. Should an agency elect not to renew their term contract, a support and maintenance contract fee of 30% of the prior term's contract fees will be required to maintain ongoing support for active cases.
- (5) THE CLIENT ACKNOWLEDGES THAT THE NON-UTILIZATION AND THE NON-USE OF THE PRODUCT SHALL NOT IMPART ANY RIGHT TO ANY EXTENSION, COMPENSATION, REFUND, DISCOUNT OR REDUCTION OF THE FEES OR THE RETURN OF ANY SERVICE.
- (6) **No Waiver of Sovereign Immunity.** Nothing herein is intended to waive sovereign immunity by the Client 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.

Initial

JS



## 2. INTELLECTUAL PROPERTY RIGHTS

CYBERCHECK retains ownership of all right, title and interest in Cybercheck Case CYBERCHECK, or its licensors, own all intellectual property rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to Cybercheck Case and the underlying software and technology and all intellectual property rights related thereto. Cybercheck Case is licensed and not sold;

## 3. RESTRICTIONS

CLIENT shall not use Cybercheck Case for any purpose other than what is duly permitted and authorized by law. CLIENT agrees and undertakes that it will not, except in the course of an active criminal investigation either by itself or by anyone on its behalf:

- (1) Use Cybercheck Case and/or Services to violate third parties' right to privacy or other rights, or harvest or collect personally identifiable information about third parties without their express and informed consent;
- (2) Forward, publish, share, sell, rent, lease, sublicense, distribute, create partition, redistribute, syndicate, create derivative works of, assign, or otherwise transfer or provide access to, in whole or in part, Cybercheck Case or Services;
- (3) Otherwise violate any of the terms of use set forth under this Agreement.

## 4. CHOICE OF LAW & FORUM

CYBERCHECK agrees that the validity, construction and effect of this Agreement shall be governed by jurisdiction of the CLIENT, and the venue for any legal action will be in a competent court in that jurisdiction.

## 5. SEVERABILITY

In the event any provisions of these terms and conditions are held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the terms and conditions which shall remain in full force and effect and enforceable in accordance with these terms and conditions.

## 6. ENFORCEMENT

In the event either party incurs legal expenses or costs to enforce these terms and conditions, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limiting, reasonable attorney's fees and costs.



## 7. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in these terms and conditions shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

## 8. WAIVER OF BREACH

It is agreed that no waiver or modification of the terms hereof or of any covenant, condition, or limitation contained in said terms shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the terms hereof, or the right or obligations of any party, unless such waiver or modification is in writing, and duly executed.

The waiver by either party of a breach or violation of any provision of these terms and conditions shall be construed as a modification of these terms and conditions and shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of these terms and conditions.

## 9. TERM AND TERMINATION

This Agreement is effective as of the Effective Date first set forth above and shall automatically expire on the Agreement end date specified in the COMMERCIAL AGREEMENT on page 1, (the "Agreement Term"). CLIENT shall have the right to use Cybercheck Case for the Agreement Term.

This Agreement will automatically terminate at the end of the Term or if CLIENT fails to comply with any of the terms of this Agreement. Upon termination of this Agreement for any reason, including expiration of the Term, CLIENT agrees to discontinue all use of Cybercheck Case.

## 10. CONFIDENTIALITY

The Data Confidentiality Agreement by and between the Parties is attached as Schedule 1 and constitutes an integral part of this Agreement.



## 11. WARRANTY AND DISCLAIMERS

THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL AND MATERIAL PART OF THIS AGREEMENT.

PRODUCT AND/OR SERVICES, INCLUDING WITHOUT LIMITATION ANY INFORMATION RELATED THERETO, ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE; AND CYBERCHECK DOES NOT WARRANT THAT THE PRODUCT OR SERVICES OR CONTENT CONTAINED THEREIN SHALL BE ERROR-FREE, SHALL BE COMPLETE OR ACCURATE OR SHALL MEET CLIENT'S REQUIREMENTS, NEEDS OR EXPECTATIONS. EXCEPT AS OTHERWISE EXPRESSLY AND SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, CYBERCHECK DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, AND RELIABILITY.

CYBERCHECK SHALL NOT BE HELD RESPONSIBLE, IN ANY WAY, FOR THE ACCURACY, TIMELINESS, COMPLETENESS OR CORRECTNESS OF ANY INFORMATION RECEIVED FROM THE USE OF THE PRODUCT.

CYBERCHECK SHALL NOT BE HELD RESPONSIBLE, IN ANY WAY FOR THE WAY OR FOR THE APPROPRIATENESS OR MANNER OF THE USE OF THE PRODUCT OR INFORMATION RECEIVED FROM THE USE OF THE PRODUCT OR FOR THE RESULTS OF ANY ACTIONS OR DECISIONS TAKEN BASED ON THE INFORMATION RECEIVED FROM THE USE OF THE PRODUCT.

## 12. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the use of Cybercheck Case and supersedes all prior communications. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations except such representations as are specifically set forth herein, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other. No “click on” or “click through” online agreements or terms/conditions found on the Website or any other



communication by and between the parties shall alter, modify, supplement, or replace these terms and conditions contained herein or found. No alteration of these terms and conditions is binding on CLIENT unless signed by CLIENT.



## SCHEDULE 1 DATA CONFIDENTIALITY AGREEMENT

This Data Confidentiality Agreement is effective as of the day, month and year first set forth above in this Agreement by and between CYBERCHECK (the “**Disclosing Party**”), and the CLIENT (the “**Receiving Party**”). With respect to any and all information disclosed by the Disclosing Party to the Receiving Party, the parties wish to ensure due protection of such information.

Therefore, the parties hereby agree as follows:

1. Receiving Party acknowledges that it may receive information regarding the activities and business of Disclosing Party, its parent companies, subsidiaries and/or affiliates, all whether in oral, written, graphic, or machine-readable form, or in any other form, including, without limitation, concepts, techniques, processes, methods, systems, designs, drawings, photographs, models, prototypes, computer programs, research materials, formulas, development or experimental work, work in progress, mask work, inventions, cost data, marketing plans, product plans, business strategies, financial information, forecasts, personnel information and customer or supplier lists (collectively, “**Confidential Information**”). Confidential Information also includes information received by or disclosed to the Disclosing Party from a third party under a confidentiality, non-disclosure, non-use or other similar restriction. For the avoidance of doubt, nothing herein shall be deemed to impose on Disclosing Party any duty or obligation to disclose any such information to Receiving Party, and such disclosure shall be at all times at Disclosing Party's sole and absolute discretion. Furthermore, nothing herein shall be deemed to create any representation that the Confidential Information, or any part of it, is whole, accurate or correct.
2. Receiving Party hereby acknowledges that the Confidential Information is highly confidential, and undertakes that, at all times, it: (i) shall treat and maintain the Confidential Information as confidential, and hold all such Confidential Information in trust and in strict confidence, utilizing the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable degree of care; (ii) shall not disclose the Confidential Information to any third party, whether or not for consideration; (iii) shall not use the Confidential Information for any purpose other than the limited purpose, or exploit the Confidential Information for its own benefit or for the benefit of anyone else, without the prior written consent of Disclosing Party; and (iv) shall not make any copies of the Confidential Information without the prior written consent of Disclosing Party.
3. The Confidential Information and all right, title and interest therein will remain at all times the exclusive property of Disclosing Party, its parent companies, subsidiary companies and/or affiliates. Nothing hereunder may be construed as granting to Receiving Party any right, warranty or license by implication or otherwise under any patent, copyright, know-how or design rights, or other form of protection of industrial or intellectual property, or as creating any obligation on the part of Disclosing Party to enter into any business relationship whatsoever or to offer for sale any service or product.



4. All case related information submitted by CLIENT to Cybercheck and all information returned by Cybercheck in the form of reports or data related to any case is owned by the CLIENT and is not subject to any disclosure restrictions imposed on the CLIENT under this agreement. For case related information and reports, the CLIENT is the Data Owner and Controller and CYBERCHECK is the Data Processor. All case related information submitted by CLIENT as the Disclosing Party to Cybercheck as the Receiving Party is protected under this Confidentiality Agreement from disclosure by Cybercheck.
  
5. Notwithstanding the foregoing, Disclosing Party acknowledges and agrees that Confidential Information shall not include any information which the Receiving Party can show: (a) was already in the possession of the Receiving Party or its representatives prior to the date hereof and not acquired or obtained from the Disclosing Party; (b) was obtained by the Receiving Party from a source other than the Disclosing Party who, insofar as is known to the Receiving Party after reasonable inquiry, is not prohibited by a contractual, legal, or fiduciary obligation to the Disclosing Party from transmitting the information to the Receiving Party or its representatives; (c) was publicly available prior to its receipt from the Disclosing Party or thereafter was made publicly available by the Disclosing Party; (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (e) constitutes a "public record" as defined by section 119.011(12), Florida Statutes, and is therefore subject to the access requirements of Florida's Public Records Act (Chapter 119, Florida Statutes) or s. 24, Art. I of the Florida Constitution



## SCHEDULE 2- DESCRIPTION OF SERVICES

### 1. Overview

Cybercheck Case is an invaluable resource for providing Law Enforcement (LE) with actionable intelligence to help solve some of the most complicated criminal cases. Using AI and machine learning algorithms, Cybercheck provides agencies with qualified investigative leads that can be used for the buildup of the body of evidence to further investigations along the judicial process and providing added probable cause.

Leveraging open-source data on the open, deep, & dark web, Cybercheck focuses on placement and interactions of cyber profiles or CyberDNA, associated with a criminal incident and crime scene. Cybercheck Case is accurate, thorough, and easy to use, all while remaining truly open source. Cybercheck can analyze vast amounts of data in an automated way including mobile signaling, victim interactions, affiliations and associations to criminal networks, and more. This technology identifies case links that may have been missed by traditional investigation methods.

Features include:

- ✓ Full automation of intelligence gathering from surface, deep and dark web information
- ✓ Extensive correlation and deconfliction across intelligence layers
- ✓ Secure web portal for entering and tracking all cases in process and completed
- ✓ Reports returned securely to client dedicated web portal

### 2. Services

#### 2.1. Licensing for Cybercheck Case

The Agency is provided with a limited use license for Cybercheck Case during the Term as outlined in the preceding Agreement Terms and Conditions that includes restrictions for use only in support of criminal investigations undertaken by an authorized Law Enforcement Agency and additional restrictions on improper use.

#### 2.2. Web Portal

Cybercheck will configure a web portal for agency use as well as dedicated database for returned case intelligence. The web portal provides a simple interface for entering the case details and information related to a case including, but not limited to, information about the crime scene and other particulars that are required for the case run. The portal provides automated notification services alerting users to returned results. Credentials for access must not be shared among users and all users of the portal must have completed the onboarding and training requirements prior to being issued credentials.

#### 2.3. Onboarding

During the onboarding phase, Cybercheck will configure the agencies' dedicated web portal, database, and users as described in the previous section. Onboarding requires no access to agency



networks and no software is required to be installed. During onboarding, agency users will be trained on how to access and use the web portal to enter case details as well as receive a training session on typical independent corroboration activities that can be undertaken on case intelligence findings for completed case reports. Support process documentation for contacting support and real-time operations is provided.

## 2.4. Case Entitlements

Clients are provisioned with a limited number of cases as detailed in the preceding Commercial Terms. Cases are available in various bundle configurations from 5 to 100+ cases in increments that best suit the agency size, case volumes, and budget. The deliverable for this service is the case report of intelligence findings delivered by Cybercheck.

A case entry entered by the agency must include the law enforcement agency's case file number along with the required information about the case (Case Details).

***Cybercheck's "Hold the Line" commitment- Any case or real-time operation involving a fallen officer, irrespective of commercial agreement, will be completed free of charge.***

Case reports are returned at the end of the case run after correlation and deconfliction are completed. Cases entered in the Agency portal are counted toward and decrement from the Agency case entitlement count.

Cybercheck will provide support and maintenance activities for all cases during the contract term which consists of phone and email support and scheduled case review meetings to answer questions regarding intelligence findings and provide guidance for ongoing independent corroboration activities.

**IMPORTANT-** Cybercheck cases can take up to 100 days to complete and return the intelligence report including case run time and quality assurance review. **It is the responsibility of the agency to ensure that all cases are entered within the contract term.** Should a case be entered late in the term and the runtime extend beyond the contract end date, that case will only receive minimum standard support consisting of a case review and initial guidance regarding independent corroboration activities.

Cybercheck will not maintain active support for ongoing case investigation activities past the contract term without a maintenance and support agreement in place. Cybercheck recommends contract renewal as the best value for agencies as this will automatically maintain support for prior term cases in addition to providing new case entitlements and support.

## 2.5. Platform Maintenance & Support

Cybercheck follows industry best practices regarding system maintenance, updates, and support. Support processes will be reviewed during onboarding and must be followed to ensure the best user experience with the Cybercheck solution. Delays and bottlenecks can arise in cases where



the support process is not followed and questions or concerns are instead submitted through sales or administration channels.

All support enquires including incidents (platform and case support, real-time support), and service requests (adds, moves and changes) will be assigned an incident ticket by Cybercheck.

## 2.6. General Support Process

Support will be provided for:

- Reporting errors, security incidents or outages
- Support for problems accessing or using the agency's Cybercheck Case portal
- Service requests relating to the creation and maintenance of user credentials and user onboarding/offboarding

General support will be provided during the hours of 8:00am to 8:00 pm EST, Monday through Friday, excluding holidays. Please contact:

- By phone by calling our support center **260-253-4401**;
- By email to **support@cybercheck.ai** except;
- Questions regarding court material, subpoenas and any other court related enquiries should be sent directly by email to **classified@cybercheck.ai**



The following table outlines support timelines by category:

Category	Indicators	Scope	Response Time
<b>1 – Critical</b>	Loss of access to platform, alerts not flowing	Critical loss of functionality, no access to platform	4 Hours
<b>2 – High</b>	Loss of important functionality	Subset of features not working or problem with notifications	8 Hours
<b>3 – Medium</b>	Augmentation functionality lost	Supplementary data such as screenshots missing, expected report fields not populated.	Next business day
<b>4 - Low</b>	General support questions, improvement request	Request for information around functions and features.	3 business days to respond to general support questions with answer or action plan in the case of improvement request.
<b>Service Request</b>	Additions/removals of users,	Routine service request	Service ticket processing time NBD for additions/removals.
<b>Case Report</b>	Delivery Timeframe	Expectation	Report generation time varies by complexity ranging from several weeks to a maximum of 100 days.



## 2.7. Real-time Support (24X7)

Real-time intelligence is based on real-time collected, analyzed, and correlated data, which represents the actionable intelligence delivered to the members of Agency over a suitable communication channel in real time during an incident. Real-time intelligence is delivered as soon as it becomes available to be used for navigation, tracking and confirming elements of an immediate criminal activity, apprehension associated with a case, or where an imminent threat to public safety has been identified.

**IMPORTANT\* Real-time support requires active field engagement for successful outcomes, in other words, boots on the ground engaged to work with Cybercheck Analysts in real time.**

The following service situations apply:

1. Cybercheck supports the Agency with real-time apprehension support at no additional cost related to an open case file, for example when a suspect needs to be located for arrest or has otherwise fled.
2. Real-time intelligence may also be provided on-demand for delivering actionable intelligence based on the requirement that there is an imminent threat to public safety in the jurisdictions responsible for and enforced by the Agency. This type of real-time support requires that the agency consume a case from their bundled case count to initiate the real-time case.

### Real-time Support Process

Real-time support will be provided on a 24X7 basis, please contact:

- By phone by calling our support center **260-253-4400**;

## 3. Out of Scope Services-

### 3.1. Trial Proceedings- Pre-Trial, Affidavit, and Trial Specific Support- Virtual or On-Site

Affidavit and trial specific support provided by a Cybercheck representative who is duly qualified to testify is available at an additional cost.

- Court preparation, outside of initial legal case review, Q&A, and/or kickoff, will be charged at \$3000 per case fixed fee.
- Virtual court testimony is \$300 USD/hour and in-person court attendance is \$2500 USD/day for each day the representative is required to attend court. If the date scheduled to testify is moved while the representative is present at the court house additional attendance days will be applicable.



One additional day at half rate (\$1250) will be charged for travel time. Prior authorization from CLIENT is required for travel expenses. Travel expenses for reimbursement include, but are not limited to, accommodation, airfare, car rental, mileage, and meals.

## Certificate Of Completion

Envelope Id: A460E62B-6F71-49ED-BD89-DA0B06F41913  
 Subject: SIGNATURE - Cybercheck Case End User Agreement (OPD/260141)  
 Source Envelope:  
 Document Pages: 15  
 Certificate Pages: 5  
 AutoNav: Enabled  
 EnvelopeD Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Patricia Lewis  
 110 SE Watula Avenue  
 City Hall, Third Floor  
 Ocala, FL 34471  
 plewis@ocalafl.org  
 IP Address: 216.255.240.104

## Record Tracking

Status: Original	Holder: Patricia Lewis plewis@ocalafl.org	Location: DocuSign
11/18/2025 2:26:05 PM		
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

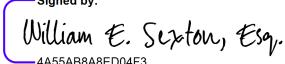
## Signer Events

	Signature	Timestamp
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### Electronic Record and Signature Disclosure:

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William E. Sexton, Esq.  
 wsexton@ocalafl.gov  
 City Attorney  
 Security Level: Email, Account Authentication (None)

  
 Signed by:  
 William E. Sexton, Esq.  
 4A55AB8A8ED04F3...

Sent: 11/19/2025 4:04:57 PM  
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 Signed: 12/3/2025 8:41:32 AM

### Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM  
 ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Peter Lee  
 plee@ocalafl.org  
 City Manager  
 City of Ocala  
 Security Level: Email, Account Authentication (None)

  
 DocuSigned by:  
 Peter Lee  
 5BB28E162F2E4C2...

Sent: 12/3/2025 8:41:34 AM  
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### Electronic Record and Signature Disclosure:

Not Offered via Docusign

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Rob Lindsay rob.lindsay@cybercheck.ai Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 11/19/2025 3:54:44 PM Viewed: 11/19/2025 3:55:52 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 11/19/2025 3:47:07 PM ID: 1ad90fbc-d7e9-4b4c-8205-7200b451d8dc		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/19/2025 3:45:51 PM
Certified Delivered	Security Checked	12/3/2025 3:05:53 PM
Signing Complete	Security Checked	12/3/2025 3:06:02 PM
Completed	Security Checked	12/3/2025 3:06:02 PM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

## **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 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.