



TargetSolutions Learning LLC  
 4890 W. Kennedy Blvd.  
 Suite 300  
 Tampa, FL 33609  
 866-546-1212 Opt. 2  
 invoicing@vectorsolutions.com

**Invoice**  
**#INV136390**  
 Doc Date: 2/19/2026

Invoice Date: 3/21/2026

Due Date: 4/20/2026

**Bill To**

Ocala Fire Rescue (FL)  
 505 Northwest Martin Luther King Junior Avenue  
 Ocala FL 34475  
 United States

Contract	Customer ID	Salesperson ID	Payment Terms
	0014100000i4A68AAE	Luke Lutz	Net 30

Billing Frequency	Billing Start Date	Billing End Date	PO #
Annually	3/21/2026	3/20/2027	

Qty	Item	Rate	Amount
1	<b>TSMINTFEES</b> - Vector LMS, TargetSolutions Edition - Maintenance Fee	395	\$395.00
165	<b>TSPREMIER</b> - Vector LMS, TargetSolutions Edition Premier Membership	116.05	\$19,148.25

**Subtotal** \$19,543.25  
**Tax (0%)** \$0.00

**Total** \$19,543.25

**Balance Due:** \$19,543.25

For U.S. customers, Vector is required to collect and remit sales tax in various jurisdictions. Exempt customers should send completed certificates to certs@vectorsolutions.com

For a Copy of our W-9: <http://www.vectorsolutions.com/w9/TSw9-19.pdf>

**By remitting payment of this invoice, Customer hereby acknowledges that it has been provided prior notice of, and a reasonable opportunity to review, Vendor's Master Service Agreement. Customer further agrees to be bound by all terms and conditions set forth therein, including those governing the use of Vendor's services and products, available at [www.vectorsolutions.com/master-software-as-a-service-agreement/](http://www.vectorsolutions.com/master-software-as-a-service-agreement/). Copies of the Master Service Agreement are available upon request. attached.**

Initial  
 klt

City of Ocala

Approved as to form and legality:

DocuSigned by:

Signed by:

Peter Lee

William E. Sexton, Esq.

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Upon expiration of the initial or any Renewal Term of your Client Agreement, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Unless otherwise provided in your Client Agreement, any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.



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**Remittance Information:**

**Remit Checks To:**  
TARGET SOLUTIONS LEARNING  
PO Box 736510  
Dallas, TX 75373-6510

**Courier Deposits (FedEx, UPS, etc.):**  
\*\* Deposits received by courier may not post  
same day \*\*  
  
JPMorgan Chase (TX1-0029)  
Attn: Target Solutions Learning, LLC 736510  
14800 Frye Road, 2nd Floor  
Ft. Worth, TX 76155

**Electronic Transfers Only:**  
JPMorgan Chase  
**Wire Instructions:**  
Routing # 021000021  
Account # 789086375  
SWIFT code CHASUS33  
City and State New York, New York

**ACH Instructions:**  
Routing # 072000326  
Account # 789086375

If you would like to make a secure online payment via ACH or credit card under \$5,000.00, please use the below link:

[Pay Online Here](#)

*Upon expiration of the initial or any Renewal Term of your Client Agreement, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Unless otherwise provided in your Client Agreement, any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.*

## January 2025

This Vector Solutions Master Software as a Service Agreement (the "Agreement") is between the Vector Solutions entity identified in the initial Order Form (as defined below) ("We", "Us" or "Our") and the Vector Solutions customer identified in the initial Order Form ("You" or "Your") (each a "Party" and collectively the "Parties"). The Agreement is effective as of the date set forth in the initial Order Form (the "Effective Date") and governs Your license, purchase and ongoing use of the Services (as defined below). Order Form shall mean any document (including any "Schedule A") setting forth, among other things, the Services that You are licensing or purchasing from Us and the pricing therefor.

### 1. SERVICES.

1.1. Access and Use. We grant You a non-exclusive, non-transferable, non-sublicensable, revocable authorization to remotely access and use the software as a service offering and other services identified in any effective Order Form (the "Services") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions (such persons, Named Users (as defined below)). For clarification and unless otherwise provided in an Order Form, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection. We also grant you the limited right to use any reports and information provided by Us to You subject to the restrictions of Section 9 (Confidentiality) herein.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage, including via e-mail, or a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00 am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>. Tier 1 Support Services and other ancillary services may be provided by personnel who do not reside in the U.S. or are not U.S. citizens.

1.4. Changes to the Services. We reserve the right, in our discretion, to replace, substitute, update or upgrade (collectively, "Change") any of the Services that are necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, we may also provide you with Changes to the Services that We make generally available to our other customers. All Changes to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more Order Forms. Each Order Form, including the initial Order Form, incorporates and shall incorporate this Agreement by reference.

### 2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Named Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "**Named User**" is defined as Your employees, consultants, contractors, students and agents You authorize to access and use the Services You are licensing during the term set forth in the applicable Order Form. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities. If you are a higher education institution, in no event will your Named Users exceed the number of students enrolled at Your institution as of the Effective Date.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

2.4. Audit of Service Usage. We will have the right, upon reasonable prior notice to You, at a mutually agreeable time, and no more than once in a twelve-month period to either audit or have an independent audit firm selected by Us audit You and/or Your platforms where our Software is installed or Services are used, and all backup files related to the Services to verify compliance with this Agreement. Such audit will be conducted at Our expense. In the event that an audit reveals that You have failed to pay the fees consistent with the number of Named Users/Use of the Services, You will remit to Us, the applicable fees for the overuse, based on the then-current per-unit rate on the applicable Order Form or invoice and reimburse Us for all reasonable fees and costs incurred in connection with such audit.

### **3. FEES AND PAYMENTS.**

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in the applicable Order Form. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars, Canadian Dollars or as specified in the applicable Order Form. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in the applicable Order Form.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due and owing for the Term. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication

requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our net income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provides Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

#### **4. INTELLECTUAL PROPERTY RIGHTS.**

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to the Services, including our LMS, other software, technology (including development tools made available to You) and the course content, test results, survey data, website and any other services We provide, including all documentation associated with the foregoing. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services. The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. We reserve all rights not expressly granted by Us to You hereunder.

4.2. You shall own all rights, title, and interest in and to Your added software, Your content, Your email addresses and personal information of Your Named Users You entered into the database, or any of Your customers or users. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or other personally-identifiable information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.3. You recognize that We regard the software We have developed to deliver the Services and the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any

portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services. Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity to access Services without authorization under this Agreement for such access. These obligations apply to You regardless of the means through which the Services are delivered to You (i.e., electronically (software as a service), by download or by email of a PDF).

4.4. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, and logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at [logousage@vectorsolutions.com](mailto:logousage@vectorsolutions.com).

4.5. Without limiting the confidentiality, data protection and intellectual property rights terms set forth in this Agreement, We have a perpetual right to use aggregated, anonymized, and statistical data ("Aggregated Data") derived from the operation of the Services provided to You, and nothing herein shall be construed as prohibiting Us from utilizing the Aggregated Data in the provision of its Services or for operating purposes.

## 5. TERM, TERMINATION, AND NOTICE.

5.1. Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for ninety (90) days after the termination or expiration of all Order Forms. Upon expiration or early termination of any Order Form or this Agreement, as applicable, Your license to the Services shall automatically terminate, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding the foregoing, access to the Services may remain active for thirty (30) days solely for purpose of our record keeping.

5.2. Termination. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and (i) that breach is incapable of cure, or (ii) with respect to a material breach capable of cure, the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice

of the breach. The non-breaching Party's notice shall describe the breach in sufficient detail for the Defaulting Party to identify the breach and, if curable, fashion a cure. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy. If We terminate this Agreement due to Your material breach (including a failure to pay any amounts due under any Order Form), then, in addition to any other remedies We have relating to such breach, we have the right to accelerate and demand payment in full of all amounts owed for the remainder of the term of the Order Form(s).

5.3. Termination for Non-Appropriation. Public entities or institutions whose operating budgets are legislatively approved annually may terminate an automatic renewal or subsequent years of a multi-year term if funding for continuing the Services is not approved provided that You deliver written notice to Us of such non-appropriation within thirty (30) days following approval of the operating budget.

5.4. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in the applicable Order Form(s). Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

## **6. MUTUAL WARRANTIES AND DISCLAIMER.**

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

YOU ACKNOWLEDGE THAT THE SERVICES DO NOT PROVIDE AND ARE NOT INTENDED TO

PROVIDE GENERAL MEDICAL, FINANCIAL OR LEGAL ADVICE AND ARE NOT A SUBSTITUTE FOR FINANCIAL OR LEGAL ADVISORS, HEALTH ASSESSMENTS AND INTERVENTIONS BY A QUALIFIED HEALTHCARE PROVIDER OR MENTAL HEALTH COUNSELOR AND ARE PROVIDED SOLELY FOR INFORMATIONAL AND EDUCATIONAL PURPOSES AND SHALL NOT REPRESENT OTHERWISE. WE MAKES NO GUARANTY, WARRANTY OR REPRESENTATION AS TO THE EFFECTIVENESS IN CHANGING OR IN MODIFYING OR AFFECTING THE BEHAVIOR OR CONDUCT OF ANY USERS OF THE SERVICES.

WE MAKE NO PROMISE THAT USE OF THE SERVICES WILL PREVENT SEXUAL ASSAULT, ALCOHOL OR OTHER DRUG ABUSE, SEXUAL HARASSMENT, STALKING, DATING/DOMESTIC VIOLENCE, BULLYING, OR HAZING FROM OCCURRING, OR THAT THE SERVICES WILL NOT OFFEND SOME WHO USE IT. WE WILL NOT BE RESPONSIBLE FOR ANY COSTS, LEGAL FEES, OR DAMAGES RESULTING FROM ANY CLAIM MADE AGAINST YOU BY ANYONE WHO USES THE SERVICES.

IF YOU UPLOAD ANY PERSONALLY-IDENTIFIABLE INFORMATION TO THE PLATFORM OR THE SERVICES THAT IS NOT NECESSARY FOR US TO DELIVER THE SERVICES, THEN WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES RESULTING FROM CLAIMS RELATING TO THE UPLOADING OR UNAUTHORIZED DISCLOSURE OF SUCH INFORMATION UNDER ANY CIRCUMSTANCES.

6.3. Disclaimer of Third-Party Content. If You upload or incorporate third-party content, which includes Your content, to our platform or Services, the third-party content providers, or You in the case of Your content, are responsible for ensuring such content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4. Sensitive PII. Sensitive PII and PHI are defined as follows:

- (i) Social Security number;
- (ii) Driver's license number, state or country identification card number, passport number, military identification number, or any other unique identification number issued on a government document commonly used to verify the identity of a specific individual;
- (iii) Financial account number or credit/debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account;
- (iv) Health information (as defined in 45 CFR § 160.103 of the HIPAA Privacy Rule);
- (v) A username or email address, in combination with a password or security question and answer that would permit access to an online account.

(Collectively, "Sensitive PII").

Sensitive PII is not necessary for the effective operation of Our Services, and Our systems are not intended for the storage or processing of Sensitive PII. If You upload Sensitive PII to Our systems or Services without Our prior written consent, We shall not be responsible or liable for any unauthorized disclosure of Your Sensitive PII.

6.5. None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

## **7. LIMITATION OF LIABILITY.**

**7.1. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR NAMED USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.**

7.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR NAMED USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

7.3 No Waiver of Sovereign Immunity. Nothing herein is intended to waive sovereign immunity by the City of Ocala 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.

## **8. OBLIGATIONS OF BOTH PARTIES.**

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide infringes or violates any intellectual property right of any person. Section 8.1 shall not apply to the extent the underlying allegation of a claim arises from: (i) modifications to Our platform or Services not authorized or made by Us, but solely to the extent the alleged infringement or violation is caused by such modification; (ii) combination of Our platform or Services with other products, applications, or processes not authorized or made by Us, but solely to the extent the alleged infringement or violation is caused by such combination; or (iii) any breach of this Agreement by You, Your affiliates or any Named Users.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from any third-party claim that any document, courses, intellectual property or personally-identifiable information You provide, incorporate into or upload to our platform or the Services infringes or violates any intellectual property right or privacy right of any person. In the event You are prohibited by law from indemnifying Us, You shall not upload any third party content to our platform.

## **9. CONFIDENTIALITY.**

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Agreement, any Order Form(s), the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other Party to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed.

The above confidentiality provisions shall apply only to the extent permissible under applicable Open Records Laws and Freedom of Information Acts.

9.5 Public Records. Vector Solutions shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vector Solutions 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 Vector Solutions 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 Vector Solutions or keep and maintain public records required by the public agency to perform the service. If Vector Solutions transfers all public records to the public agency upon completion of the contract, Vector Solutions shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vector Solutions keeps and maintains public records upon completion of the contract, Vector Solutions 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 VECTOR SOLUTIONS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VECTOR SOLUTIONS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

#### **10. MISCELLANEOUS.**

10.1. Assignment. You may not assign or transfer any or all of its rights without Our prior written consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Your assets; provided however that (i) You shall not assign this Agreement to any of our competitors, (ii) You provide Us with prior written notice of the assignment, including the identity of the assignee, and (iii) the assignee agrees in writing to be bound by all of the terms and conditions set forth herein and in Your then currently-effective Order Form(s).

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Florida, except where (i) You are a public entity or institution in which case the applicable state, or provincial law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions, or (ii) YOU ARE LOCATED IN A U.S. DOMESTIC DEPENDENT NATION OR JURISDICTION OUTSIDE OF THE UNITED STATES IN WHICH CASE YOU UNCONDITIONALLY AND IRREVOCABLY WAIVE YOUR SOVEREIGN IMMUNITY FOR ANY CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, AND YOU CONSENT TO ANY VIOLATION OF INTELLECTUAL PROPERTY CLAIMS BEING BROUGHT IN A U.S. FEDERAL OR STATE COURT OF COMPETENT JURISDICITON. Your waiver of sovereign immunity and consent to claims being brought in a U.S. federal or state court are essential elements of this Agreement. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and

import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. Amendment or Modification. We may amend or modify these Terms and Conditions at any time. If we modify or amend these Terms and Conditions, the changes will become effective upon any renewal of an Order Form.

10.6. No Waiver. No waiver of this Agreement shall be effective unless in writing and signed by the Parties.

10.7. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.8. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.9. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.10. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order – whether issued (i) before or after the Effective Date or (ii) in connection with the Initial Term or any renewal term of this Agreement – it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control in all events. No different or additional terms or conditions contained in or linked from any purchase order or other instrument issued by You and purporting to govern Your use of the Services will be binding on the Parties, even if signed and returned, unless the Parties expressly agree in a writing, separate from such purchase order, to be bound by such terms and conditions.

10.11. Invoice. We will issue to You an invoice upon execution of each Order Form. Any invoicing requirements specific to You must be notified to Us in writing prior to the execution of the Order Form. Any costs associated with Your invoicing requirements shall be borne by You.

10.12. Representations or Warranties: in the event We breach any representation or warranty that You have presented to Us and is not set forth in the Agreement, or is included in an attachment, exhibit, form, or schedule that You have provided, to the maximum extent permitted by applicable

law, Your sole remedy will be to terminate the Agreement for cause in accordance with Agreement within thirty (30) days following the date you discover or should have discovered the breach.

10.13. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data consistent with [www.vectorsolutions.com/dpa](http://www.vectorsolutions.com/dpa) (the "**Vector DPA**"). To the extent any term of any data processing or similar agreement You present to Us and we agree to conflict with any term of the Vector DPA, the applicable term(s) of the Vector DPA will supercede and prevail.

10.14. Data Breach Costs. In the event of a breach of data under Our care, custody and control caused solely and directly by Our negligence, We shall control and bear the costs of (a) complying with Our legal obligations relating to such breach, (b) providing notice to affected individuals, and (c) providing notice to government agencies, credit bureaus, and/or other entities to the extent required by applicable law.

10.15. Content Requests or Subpoenas. if (i) You receive a request from a third party for Our content or this Agreement or if You are requesting Us to produce any of Our content of this Agreement in a circumstance where Our content of this Agreement may be shared with a third party, including in connection with litigation (or possible litigation), a public records request, an audit, or an investigation or (ii) We are compelled to produce Our content or this Agreement in connection with a legal process pursuant to which you are a named or an interested party, then you agree to pay our external fees and costs (including reasonable attorneys' fees) incurred in connection with such production. In connection with any content production request per clause (i) above, you are required to notify us of the request in writing by sending an email to [customercontentrequest@vectorsolutions.com](mailto:customercontentrequest@vectorsolutions.com). Nothing herein creates any obligation for Us to provide Our content or this Agreement to a third party and, in all circumstances, Our content and this Agreement must continue to be protected as otherwise provided in this Agreement.

10.16. Termination – Payment of Our Costs. If the Agreement is terminated for any reason or no reason and any Order Form requires that We perform Development Services (as defined below), You will pay Us for all of our Development Services costs incurred through the Agreement termination date in addition to all other amounts You owe to us in connection with such termination. For purposes of this Agreement Development Services shall mean any content, hardware or software creation, development, configuration, implementation or similar services. Development Services may be provided by personnel who do not reside in the U.S. or are not U.S. citizens.

10.17. Special Terms and Conditions; Service-Specific Terms and Conditions. See <https://www.vectorsolutions.com/additional-terms-and-conditions/> for special terms and conditions and the service-specific terms and consitions incorporated by reference into this Agreement.

10.18. Entire Agreement. This Agreement and each Order Form represent the entire understanding and agreement between the Parties, and supersedes all other negotiations,

proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, invoice, or Order Form related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any purchase orders, invoices, online procurement terms, agreements or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the Effective Date.

### **Special Terms and Conditions – Referenced in link on page 11.**

#### CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("CCPA"), on

Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT. If You are subject to the Family Educational Rights and Privacy Act ("FERPA"), then the following shall apply:

Both Parties are subject to FERPA and to that end agree: (a) they are each providing educational services to the other that they would otherwise have to provide for themselves using faculty and staff; (b) each party has a legitimate educational interest in the student education records disclosed under this Agreement; and (c) We agree to be under the direct control of Named User with respect to the use and maintenance of information from student education records. Any Party, including a "school official" who receives student education records as otherwise enumerated in this Agreement, acknowledges that the student education record is confidential and may use the information only for the purposes for which the disclosure was made hereunder including only the reporting of the student's use of the Services and review of materials by external examiners and except as permitted elsewhere in this Agreement, We may not re-disclose the information to any third -party without prior written consent from the student and Named User. Furthermore, the Parties agree to work together to share student education records in a manner that best assures the protection of student education records from disclosure.

CHILDREN'S ONLINE PRIVACY PROTECTION ACT. If a Named User is under thirteen (13) years of age, then the following shall apply:

1. The Parties acknowledge and agree that in the event a Named User under thirteen (13) years of age registers or logs in to use the Services, by personally providing to Vector Solutions such Named User's personal information as such information is defined under the Children's Online Privacy Protection Rule ("COPPA"), including: (a) first and last name; (b) home or other physical address including street name and name of city or town; (c) email address; (d) screen or username; (e) telephone number; (f) social security number; (g) persistent identifier; (h) photograph, video, or audio file where such file contains a child's image or voice; (i) geolocation information that can identify the names of a street and city; and (j) information collected from such Named User that is combined with any of the previous (collectively, "COPPA Personally Identifiable Information" or "COPPA PII"), such PII shall be subject to the provisions of COPPA.

2. Each party represents and warrants that to the extent such Party's own activities in furtherance of this Agreement are subject to the provisions of COPPA, such Party shall operate in accordance with the applicable terms of COPPA for the duration of the term hereof.

3. We shall make commercially reasonable efforts to keep COPPA PII confidential and secured from transmission or disclosure to unauthorized recipients until such PII is deleted pursuant to the terms hereof.

4 We shall make no commercial use of PII collected on Your behalf other than for educational and safety purposes and shall use PII solely for Your benefit. We shall provide to You notices required by COPPA regarding Our practices as they relate to collecting, using, or disclosing COPPA PII, as well as notice of any material change to such practices in a timely manner under the law. We shall rely on You to obtain verifiable consent from a parent or guardian (collectively, "Parent") of each Named User under the age of 13, registered in association with You ("Verifiable Consent") to use the Services.

5. You shall make reasonable efforts to obtain Verifiable Consent to use the Services using one or more of the following methods: (a) providing a consent form to be signed by Parent and returned to You by mail, fax, or electronic scan; (b) requiring a Parent, in connection with a monetary transaction, to use a credit or debit card or other online payment system that provides notification of each discrete transaction to the primary account holder; (c) having a Parent call a toll-free number staffed by trained personnel; (d) having a Parent connect to trained personnel via video-conference; (e) checking a form of government issued identification against databases of such information, provided You delete Parent's identification promptly following the completion of the verification; or (f) sending an email coupled with additional steps, including (i) sending a second email confirming consent; or (ii) confirming consent by letter or telephone call after obtaining Parent's address or telephone number, provided that such methods of confirmation include notice that Parent may revoke any consent previously provided in response to the initial email.

6. In the event a Parent requests to exercise such Parent's right to: (a) review; (b) request deletion of; or (c) refuse further use or collection of the PII collected from the Parent's child, You shall relay

such request to Us without unreasonable delay following Your successful verification that the requester is the Named User's Parent.

7. We shall delete PII collected from Named Users under the age of 13: (a) once such PII is no longer needed to fulfill the purpose of its collection; or (b) upon verified request by such Named User's Parent and shall utilize commercially reasonable safeguards to protect the PII from unauthorized access or use upon its disposal.

## Service Specific Terms and Conditions

### A. Vector EHS Management Services

This Section A contains service specific terms and conditions that will apply only if You are purchasing Vector EHS Management Services ("EHS Services") in an Order Form. Otherwise, the following terms will not apply to You.

An "EHS Active Employee" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.

2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in the applicable Order Form.

3. EHS Active Employees added after the Effective Date in an Order Form shall be billed at the full per employee fee as frequently as quarterly. Such additional EHS Active Employees shall thereafter be billed according to the pricing agreed in the applicable Order Form for subsequent periods, including upon renewals under this Agreement.

4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.

5. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipients(s). In the event such information is disclosed to an authorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to

Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

## B. Managed Software Services (MSS)

This Section B contains service-specific terms and conditions that apply only if You are purchasing Managed Software Services ("MSS") in an Order Form. Otherwise, this Section does not apply.

### 1. Managed Software Services

#### 1.1 Purchase Requirements and Term.

MSS may only be purchased as an add-on to other active SaaS Services provided under the Agreement and may not be purchased as a standalone service. MSS subscriptions align with the term of the associated SaaS Services and are provided on an annual basis. MSS, like the SaaS Services, is an annual subscription invoiced in advance at the beginning of each contract year, unless otherwise specified in the applicable Order Form.

#### 1.2 Description

MSS are optional, add-on services provided by Us to assist You in managing and optimizing its use of the subscribed SaaS platform(s). MSS may include configuration assistance, data loading, administrative functions, and other platform management tasks, as set forth in the applicable Order Form or MSS service description. MSS are distinct from the Services and are governed by the Agreement and this Section B.

### 2. Service Models.

MSS may be delivered under one or more of the following models, as indicated in the applicable Order Form:

2.1 Capacity-Based Model. You purchase an allocation of resource capacity units (defined below) for completion of tasks selected from Our then-current MSS catalog and/or the tier(s) specified in the Order Form. Tasks are performed during the MSS term.

2.1.1 Resource Capacity Units (or "RCUs") represent the quantifiable share of Our available managed service capacity allocated to You for the applicable MSS Term. RCUs are not measured by time or hours, but rather by the amount of dedicated configuration, and operational capacity that Vector assigns and commits to support Your subscribed SaaS platform(s). Each RCU corresponds to a defined portion of Our service delivery capability, factoring in personnel expertise, infrastructure utilization, and platform management throughput. RCUs may be applied toward the performance of tasks selected from the MSS catalog or otherwise defined in the applicable Order Form. Unused RCUs expire at the end of the MSS Term and have no cash value, rollover, or refund rights.

2.2 White-Glove Implementation Model. We provide enhanced, hands-on implementation support which may include comprehensive data loading, platform configuration, and related setup activities intended to minimize Your effort to key decision points. Eligibility and any associated fees (including any no-charge or discounted promotional offers tied to Annual Contract Value thresholds) will be specified in the Order Form.

### 3. Personnel

It is anticipated that all MSS work will be performed remotely. To the extent MSS work must be provided on Your premises, additional charges may apply as specified in the applicable Order Form and as otherwise agreed in writing between the Parties.

MSS may be performed by Our personnel located within or outside the United States, including employees based in Manila, Philippines. We may assign or reassign personnel in Our discretion. We remain responsible for performance of Our obligations under the Agreement.

### 4. Customer Responsibilities.

#### 4.1. General Expectations.

You are expected to actively cooperate with Our personnel performing MSS, provide timely responses to requests for information, and ensure that internal resources are available as reasonably necessary to enable the effective performance of the MSS. You shall communicate promptly regarding any issues or changes that may impact the MSS schedule, deliverables, or scope. Additionally, You shall (i) provide timely access to necessary systems, data, and personnel; (ii) identify a point of contact authorized to provide directions and approvals; (iii) ensure that requested tasks fall within the MSS scope purchased; and (iv) maintain the security and integrity of Your systems and data (including access controls) not attributable to the Services.

#### 4.2. Work Environment

You shall provide and maintain a suitable work environment for Our MSS personnel. Such environment shall be conducive to productivity and free from harassment, discrimination, threats, or other unsafe or hostile conditions. In the event We reasonably determine that conditions are unsafe, unlawful, or expose Our personnel to undue risk, We may suspend affected MSS activities without liability until such conditions are resolved. You shall cooperate in good faith to promptly address and remedy any such conditions.

### 5. Exclusions.

MSS does not include: (a) development of new software features or functionality; (b) custom professional services, or consulting deliverables; (c) ongoing system administration beyond the purchased MSS scope; or (d) regulatory submissions on Your behalf. Any excluded services may be negotiated under a separate agreement or SOW to be mutually agreed upon by the Parties.

### 6. Term; Expiration; Reallocation.

The MSS term will be as specified in the applicable Order Form. MSS shall terminate upon expiration or termination of the associated SaaS subscription. Credit for unused RCUs (if any) are available only during the MSS term and do not roll over or are refunded.

### 7. Fees and Payment.

Fees for MSS (including tiered packages, RCUs, promotions, or ACV-based pricing) will be stated in the Order Form and are payable under Section 3 (Fees and Payments) of the Agreement. Promotional or pilot offers may be provided at Our sole discretion.

## 8. Confidentiality; Data Use.

Each Party's obligations under Section 9 (Confidentiality) of the Agreement apply to MSS. We will not use Your Confidential Information to train any external AI system without Your consent. Nothing herein limits Our rights to use Aggregated Data under the Agreement. For purposes of clarification, an "external AI system" refers to any AI or machine learning system operated by a third party outside our controlled enterprise environment. Internal AI systems operated within our secure enterprise instance, including enterprise-licensed AI environments where no data is shared for external model training, are not considered external AI systems.

## 9. Suspension.

We may suspend MSS (and, if applicable, related access needed to perform MSS) upon notice for (i) Your material breach of the Agreement or this Section, including non-payment; or (ii) conditions that pose a security, safety, or integrity risk. We will resume MSS when the cause of suspension is remedied.

## 10. Priority; Conflict.

If there is a conflict between this Section B and the Agreement with respect to MSS, this Section B controls solely for MSS. Otherwise, the Agreement governs.

## 11. Intellectual Property; Enhancements and Improvements.

All intellectual property rights in and to the Services, MSS, and any related software, tools, documentation, and materials shall remain Our sole and exclusive property. Should any enhancements, improvements, modifications, updates, derivative works, or changes ("Changes") to the Services result from or arise out of the provision of MSS (whether suggested, requested, or implemented during performance), such Changes shall be and remain Our sole and exclusive property. You shall have no rights, title, or interest in or to any such Changes, except for the limited rights of use expressly granted under the Agreement.

## C. Vector Evaluations+ Services.

This Section C. contains service specific terms and conditions that will apply only if You are purchasing Vector Evaluations+ Software as a Service in an Order Form. Otherwise, the following terms will not apply to You.

1. Access and Use. We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) to transmit data related to Your use of the Service over the Internet, and (iii) to download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in the applicable Order Form.

2. Data Storage Fees. Evaluations+ Service includes up to 10GB of data storage for Your data. If You use storage above 10GB, You agree to pay Us for the extra storage used, based on the rate indicated in the applicable Order Form. Fees for additional storage will apply beginning on the month the additional storage is added, and accrue monthly.

3. Your Content. You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us at your request and on Your behalf.

4. Third-Party Content. You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on Our system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.

5. Effect of Termination. You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

#### D. Vector WorkSafe Services and Vector LiveSafe Services

This Section D. contains service specific terms and conditions that will apply only if You are purchasing Vector WorkSafe Services or Vector LiveSafe Services (collectively "LiveSafe Services") in an Order Form. Otherwise, the following terms will not apply to You.

1. Authorized Users. Authorized Users (interchangeably referred to as "Named Users") means the employees, contractors and/or consultants under Your control who You authorize to operate or use the LiveSafe Services.

2. Your Responsibilities. You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.

3. Your Data. You agree that We may only use data collected, extracted or received through Your use of the Services ("Your Data") in an anonymized and aggregated manner (without specifically identifying You, Named Users or Your / Named Users' location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of the Your Data in Our possession.

## E. Terms and Conditions for On-Premise Use of ArdentSky Software

These Terms and Conditions are in addition to the general Terms and Conditions contained in the Vector Solutions Master Software-as-a-Service Agreement (the "MSA"). In the event of a conflict between these Terms and Conditions and the Vector Solutions Master Software-as-a-Service Agreement Terms and Conditions, these Terms and Conditions shall control.

### 1. Grant of License

Subject to these Terms and Conditions and the general Terms and Conditions contained in the MSA, We hereby grant to You a limited, non-exclusive, non-transferable, non-sublicensable license to install and use the ArdentSky Software ("Software") on Your on-premise systems solely for Your Internal Business Purposes as further defined below.

### 2. Ownership and Restrictions

2.1 The Software is licensed, not sold. Licensor retains all rights, title, and interest in and to the Software, including all intellectual property rights.

2.2 There shall be no limit on the number of users who may operate the Software; however, You may only use the Software to support the regulatory compliance and license application submission requirements ("Internal Business Purposes") for the number of Employees and Businesses identified in the Order Form.

2.3 You shall not:

Use the Software in an Applications Services Provider (ASP) or Business Process Outsourcing (BPO) capacity.

Permit the Software or any portion thereof to be used by any person, except for Your Named Users;

Copy, modify, duplicate, or create derivative works of the Software, except as expressly permitted;

Reverse engineer, decompile, or disassemble the Software;

Rent, lease, lend, sell, sublicense, or otherwise distribute the Software to any third party;

Remove or alter any proprietary notices on the Software.

### 3. Installation and Other Services

3.1 You are solely responsible for (i) procuring and maintaining all hardware, infrastructure, and system requirements necessary for operation of the Software, and (ii) maintaining the integrity and security of Your internal systems, including implementing and updating appropriate access controls, configurations, patches, and other safeguards necessary to protect against vulnerabilities and unauthorized access not attributable to the Software.

3.2 It is the understanding and intention of the Parties that installation, maintenance services, and other services (i.e., consulting services) will be provided remotely under most conditions; however, should circumstances require Us to perform certain services on Your premises to complete installation or engage in other activities, You agree to provide a safe and secure working environment for all Our personnel. You shall:

Comply with all applicable federal, state, and local occupational health and safety laws and regulations;

Notify Us promptly of any known hazards or conditions that may affect the safety of Our personnel;

Ensure that Our personnel are not exposed to unsafe, unlawful, or hostile working conditions, including but not limited to harassment, threats, or physical danger; and

Provide reasonable access to facilities, utilities, and any necessary safety equipment required to perform the services safely.

In the event We reasonably determine that working conditions are unsafe or expose Our personnel to undue risk, We may suspend the affected services without liability until such conditions are resolved to Our reasonable satisfaction. You shall cooperate in good faith to remedy any such conditions promptly.

#### 4. Effect of Termination or Expiration.

Upon termination or expiration of this License for any reason:

Your rights to use the Software shall immediately cease, except for the purposes of retrieving Your data in accordance with the time frames specified below, You shall promptly discontinue all use of the Software;

You shall, within thirty (30) days, retrieve Your data, and return or destroy all copies of the Software and related documentation in Your possession or control and certify such destruction or return in writing upon request;

All maintenance, updates, and technical support services provided by Us in connection with the Software shall immediately and permanently cease; and

Termination or expiration shall not relieve You of Your obligation to pay any fees accrued or payable prior to the effective date of termination.

#### F. ArdentSky Managed Software Services Addendum

This Addendum incorporates the terms and conditions of the Agreement between Vector Solutions entity ("We", "Us" or "Our") and the Vector Solutions customer You" or "Your" and contains service specific terms and conditions that will apply only if You are purchasing ArdentSky Managed Software Services ("AS MSS") in an Order Form.

#### A. Description of Services

You have licensed and Installed ArdentSky products and we will provide a subscription for the following services: (i) prepare certain personal and corporate application renewals, (ii) maintain/update changes to certain personal and corporate data in your installation of the ArdentSky product, based on information provided by you, (iii) enter new data for employees that join you in the future, based on information provided by you, (iv) generate new license

applications for certain new individuals, and (v) other Compliance activities. For purposes of clarification, You acknowledge and agrees that we will not be submitting license applications directly to regulators.

#### B. Responsibilities and Tasks

##### Our Responsibilities

We will provide remote personnel experienced in licensing, data management, data entry and the operation of our system. Nothing herein shall be deemed to preclude us from replacing personnel with other qualified personnel at our discretion.

##### C. Your Responsibilities

You will ensure that our personnel have the necessary remote access to Company resources and the appropriate work environment free from harassment, threats, or unsafe conditions to complete all tasks.

You will provide clear guidance and expectations for all tasks.

You will provide all necessary information to complete all tasks.

You will regularly meet with us to review performance, and provide feedback.

You remain solely responsible for maintaining the integrity and security of Your internal systems, including implementing and updating all appropriate security measures, access controls, configurations, and safeguards necessary to protect against vulnerabilities and unauthorized access not attributable to the Services.

##### G. AI Disclosure

We may, (i) use outputs from artificial intelligence ("AI") tools, including Our proprietary AI capabilities and third-party generative AI systems, in creating and delivering the Services, and (ii) provide AI tools within the Services for Your proactive use. All intellectual property rights in Our content licensed to you, whether created with or without AI, shall vest exclusively in Us. You hereby acknowledge that AI outputs are probabilistic and may not always be accurate, complete, or suitable for Your use. We disclaim liability for AI-generated errors, inaccuracies, or bias, except to the extent caused by Our gross negligence or willful misconduct. We will not disclose or use Your Confidential Information or Customer Data to train an external AI system without Your consent. Nothing herein shall alter Our rights to use Aggregated Data.

## Certificate Of Completion

Envelope Id: 27AD8499-992E-4F8D-B34B-58C749E27917

Status: Completed

Subject: SIGNATURE - 2026 Renewal - Vector Solutions with Terms and Conditions (OFR/250488)

Source Envelope:

Document Pages: 23

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

## Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

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plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

## Signer Events

William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication (None)

## Signature

Signed by:

*William E. Sexton, Esq.*

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## Timestamp

Sent: 3/9/2026 4:20:55 PM

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## 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*

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Sent: 3/9/2026 5:15:28 PM

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Signature Adoption: Pre-selected Style

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## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Katie Huizar

Katie.Huizar@vectorsolutions.com

Security Level: Email, Account Authentication (None)

Initial

*KH*

Sent: 3/11/2026 2:32:24 PM

Viewed: 3/18/2026 10:29:22 AM

Signed: 3/18/2026 10:29:30 AM

Signature Adoption: Pre-selected Style

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## Electronic Record and Signature Disclosure:

Accepted: 3/18/2026 10:29:22 AM

ID: b1d08dbc-dd27-4a85-b2f2-0090f20ae676

## 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
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Carbon Copy Events	Status	Timestamp
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Luke Lutz luke.lutz@vectorsolutions.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 3/11/2026 2:28:57 PM ID: 372af4a9-cf6d-4429-8169-95e0e3fe12af	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 3/11/2026 2:32:26 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/9/2026 4:20:55 PM
Certified Delivered	Security Checked	3/18/2026 10:29:22 AM
Signing Complete	Security Checked	3/18/2026 10:29:30 AM
Completed	Security Checked	3/18/2026 10:29:30 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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To contact us by email send messages to: [contracts@ocalafl.org](mailto:contracts@ocalafl.org)

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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.

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