



AHEAD Client Director:
Kendall Taylor
kendall.taylor@ahead.com

Ahead, Inc.
444 W Lake St
Suite 3000
Chicago, IL 60606

AHEAD Maintenance Renewal Specialist:
Faraz Khan
faraz.khan@ahead.com

Quoted for:
City of Ocala

Quote Number:
Q-77131

Reference Number:
AHD2025648280

Quote Date:
December 4, 2025

Expiration Date:
December 12, 2025

Payment Terms:
Net 30

Billing Address:
110 SE Watula
Avenue, Ocala, FL
34471

Shipping Address:
110 SE Watula Ave
Ocala, FL 34471-2180

Veeam Support Renewal Dec 2025

Product	Description	Quantity	Serial Number	Start Date	End Date	Customer Total Price
Renewal						
Ship To: 110 SE Watula Ave, Ocala, FL 34471-2180 US						
D-ADVVUL-01 SU1AR-00	Veeam Data Platform Advanced Universal Subscription License. Includes Enterprise Plus Edition features. 1 Year Renewal Subscription Upfront Billing & Production (24/7) Support. 10 instance pack.** TRUSTED PRODUCT **	1	3517682	12/19/2025	12/18/2026	\$1,633.97
D-ADVPLS-VS PP1AR-00	1 year of Production (24/7) maintenance renewal for Veeam Data Platform Advanced Enterprise Plus.** TRUSTED PRODUCT	14	3517683	12/19/2025	12/18/2026	\$15,767.08
						Subtotal: \$ 17,401.05

GENERAL ORDER SUMMARY (USD)

Software Maintenance Subscription	\$15,767.08
Subtotal	\$1,633.97
Total Investment	\$17,401.05

Acceptance of this quote authorizes Ahead to invoice the party indicated herein ("Customer"). Any Services covered by an Ahead Service Brief shall be invoiced in advance and in full, regardless of whether or not such Services have been completed. Ahead reserves the right to make partial shipments. Customer acknowledges that it has read the Terms and Conditions, linked below **attached**, and those Terms and Conditions shall govern and apply, unless a previously executed agreement governing the sale of products exists between Ahead and Customer. The Special Additional Terms (the "SAT") contained in this quote (if any) shall supplement the attached Terms and Conditions or previously executed agreement (collectively, the "Agreements"), provided, however that in the event of any conflict or inconsistency between the SAT and any of the Agreements, the SAT shall take precedence, govern and control. By accepting this quote, Customer also agrees to any manufacturer terms applicable to the third party products and services purchased under this quote. Except as indicated otherwise, pricing does not include sales tax, VAT or shipping charges. To the extent taxes are included on the quote, these taxes are estimates and may vary from the taxes listed on the invoice, which shall take precedence. All shipping charges shall be invoiced separately following delivery. Acceptance may be emailed to the AHEAD Client Director or Client Operations Specialist identified on this quote.

Quote Number: Q-77131

Terms and Conditions: <https://www.ahead.com/upload/snap-terms.pdf>

Should there be any inconsistency between the terms of this quote and the Customer purchase order, then the terms of this quote shall prevail. AHEAD/CDI may terminate for non-payment provided that it first notify Customer in writing of its failure to pay, and provides five days to cure the failure to pay. Notwithstanding anything in any Agreement, the fees provided in this quote do not include any taxes, freight, handling, duty, tariffs, or other similar charges, and Customer shall be solely responsible for all such fees. Unless otherwise agreed to in writing, all fees are subject to change at any time in the event the pricing to AHEAD changes.

Signed by:

Authorized Signature



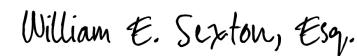
55198B43858A4E1...

Date 12/8/2025

Printed Name Janice Mitchell

Approved as to form and legality:

Signed by:



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Terms and Conditions

1. **Agreement**

CDI DOES NOT ACCEPT AND EXPRESSLY OBJECTS TO ANY TERMS AND CONDITIONS OR OTHER WRITING ON ANY PURCHASE ORDER OR ACKNOWLEDGEMENT WHICH IS DIFFERENT FROM OR ADDITIONAL TO THOSE TERMS AND CONDITIONS CONTAINED HEREIN, EXPRESSLY INCLUDING, WITHOUT LIMITATION. ANY EFFORT TO NEGATE THE TERMS AND CONDITIONS SET FORTH HEREIN OR IN THE PRICE QUOTE. NO MODIFICATION OR WAIVER OF THESE TERMS WILL BE EFFECTIVE AGAINST AHEAD UNLESS SPECIFIED IN WRITING AND SIGNED BY CDI.

2. **Payment Terms**

Terms of payment are net thirty (30) days from date of invoice. CDI may assess interest on amounts not paid within thirty (30) days of the invoice date at the maximum rate allowed by law or 1.5% per month, whichever is less. Any tax imposed by federal, state, or other governmental authority on the sale of the merchandise and/or services shall be paid by the Client, in addition to the quoted prices.

3. **Non-Cancellable Order**

All orders placed by Client pursuant to this Product Quote are final and not cancellable.

4. **Third-Party Offerings**

a. **Definitions:**

- “Software” means any third-party software installed on Third-Party Products, or provided or sublicensed by CDI to Client.
- “Third-Party Products” means hardware and Software manufactured by a Third-Party Provider and sold or licensed by CDI.
- “Third-Party Provider” means an unaffiliated third party that provides Third-Party Products and/or Third-Party Services.
- “Third-Party Services” means services sold by CDI and performed by a Third-Party Provider. For purposes of this Agreement, Third-Party Services includes third-party software-as-a-service (SAAS).
- “Third-Party Offerings” means Third-Party Products and Third-Party Services.

b. **Third-Party Terms**

Third-Party Offerings may be subject to additional terms and conditions imposed by the relevant Third-Party Provider. CDI shall provide a copy of such terms, or provide Client with access to such terms, along with the applicable Third-Party Offering.

c. **End User Licensing Terms**

This Agreement does not transfer any right, title, or interest in the Software to Client other than the licenses expressly granted herein. Client's use of certain Software is subject to all applicable terms of any end-user license agreement applicable to the Software (“EULA”). CDI shall provide Client with a copy of, or access to, any applicable EULA with the Software upon request. Notwithstanding any

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other provision herein to the contrary, in the event of any conflict between the terms of this Agreement and any applicable EULA regarding Software, the terms of the EULA shall prevail.

d. Third-Party Documentation and Warranties

Where applicable, CDI shall deliver or provide Client with copies or online access to copies of all Third-Party Provider warranties, specifications, or similar documentation applicable to Third-Party Offerings. In cases where a Third-Party Provider does not provide a warranty directly to Client for Third-Party Offerings, CDI will assign, if assignable, any Third-Party Provider warranties on such Third-Party Offerings to Client. Notwithstanding the foregoing, CDI makes no representations or warranties regarding the Third-Party Offerings.

e. Product Quotes

All Product Quotes for Third-Party Offerings are subject to the terms of the Agreement. The pricing for Third-Party Offerings reflected in all Product Quotes will remain effective for the time specified therein. If Client accepts the Product Quote, CDI will invoice Client for the relevant Third-Party Offerings and deliver or arrange for delivery of such Third-Party Offerings in accordance with the terms specified on the Product Quote. All Product Quotes are based on the specifications provided by Client. Any additional Third-Party Products, services, or costs caused by any changes in those specifications will be billed to the Client. Shipping charges will be quoted separately unless stated in the Product Quote.

f. Software Subscriptions

All Software subscriptions are billed at the beginning of the subscription term (i.e., prepaid) unless otherwise noted in the Product Quote. If a Third-Party Provider uses a consumption billing model, Client is responsible to pay for its actual usage. Client is responsible to pay for any overage fees assessed by a Third-Party Provider for Client's use of the Software.

g. Title; Risk of Loss Unless otherwise noted in a Product Quote, Third-Party Products shall be shipped F.O.B. shipping point. Title and risk of loss shall pass to Client upon CDI's or the relevant Third-Party Provider's delivery of the Third-Party Products to the carrier.

h. Inspection and Acceptance.

Client shall have forty-eight (48) hours to inspect all Third-Party Products received pursuant to this Product Quote for hidden damage or failure to meet specifications. All Third Party-Products shall be deemed accepted after forty-eight (48) hours. Any shortages or other claims in connection with an order must be made in writing and delivered to CDI within such 48-hour period or shall be waived. CDI, at its sole discretion, may authorize the return of unused or damaged Third-Party Products. Such returns cannot be made without a return authorization in writing issued by CDI. CDI reserves the right to test any Third-Party Product or services delivered to determine whether specifications have been met.

5. Warranty Limitation and Exclusions

CDI represents and warrants that it has and shall maintain all rights, licenses, permissions, and consents necessary to perform its obligations hereunder. Client understands that CDI is not the manufacturer of the Third-Party Products purchased by Client hereunder and the only warranties offered are those of the manufacturer, not CDI.



EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, CDI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF TITLE, ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY RELATED TO THIRD-PARTY SERVICES.

6. Damages and Limitation of Liability

CDI'S LIABILITY UNDER THE AGREEMENT IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT. CDI SHALL NOT BE LIABLE FOR ANY SPECIAL DAMAGES, INDIRECT DAMAGES, CONSEQUENTIAL DAMAGES, OR LOST PROFITS, EVEN IF CDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CDI'S LIABILITY TO CLIENT FOR DAMAGES FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO CDI UNDER THE RELEVANT QUOTE DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE DATE OF CLIENT'S CLAIMED LOSS.

7. INTELLECTUAL PROPERTY

Pre-Existing IP. Each Party and all Third-Party Providers shall retain all patents, copyrights, trade secrets, trademarks, and other property rights in its intellectual property developed prior to the Effective Date or independent of this Agreement.

General Know-How. Notwithstanding anything to the contrary herein, CDI and its personnel shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the term of the Agreement, so long as CDI or its personnel acquire and apply such information without disclosure of Confidential Information of Client or use of Client's Pre-Existing IP.

Deliverables. Subject to Client's payment in full for all services, all deliverables created by CDI for Client hereunder shall be considered "works made for hire," as that term is defined in the Copyright Act of 1976, the copyright ownership of which shall vest in Client. In the event that any deliverables shall be deemed not to constitute a work made for hire under applicable law, or in the event that CDI should otherwise, by operation of law, be deemed to retain any rights therein, CDI assigns to Client, exclusively and perpetually, all such rights, title, and interest throughout the world.

8. Confidential Information

A Party may disclose Confidential Information to the other Party in the performance of this Agreement. The term "Confidential Information" shall mean (i) any business or technical information which the discloser regards as confidential and in which it claims a proprietary interest or (ii) information which by its nature would generally be considered as confidential. Each Party shall keep confidential and not divulge to any person, firm, or corporation other than its designated personnel and advisors, on a need to know basis and subject to such personnel and advisors (as applicable) being subject to confidentiality obligations, any Confidential Information developed, received, or acquired in the course of performing the services under this Agreement (the "Confidential Information"). This confidentiality requirement shall apply during the term of this Agreement and at any time after this Agreement has terminated. All materials furnished to one Party by the other Party shall remain the property of the providing Party and shall be returned to it promptly at its request, together with any copies thereof. The disclosure by one Party to any of the others of such Confidential Information does not confer on the recipient any license, interest or right of any kind in or to such confidential information.

9. COMPLIANCE.



The Parties agree (i) to maintain true, accurate, and complete accounting records concerning the sale, use, and licensing of the Products; (ii) to adhere to and comply with both U.S. and global trade laws, regardless of the respective countries in which they do business and shall screen end users against restricted U.S. party lists; and ensure business is not carried out by individuals, entities, countries, or territories sanctioned by the U.S. government; (iii) to abide by all relevant anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act, regardless of the respective countries in which they do business and maintain, monitor, and enforce anti-corruption policies, procedures, and internal controls and provide copies of such documents upon request and (iv) shall ensure compliance with global Competition laws which generally prohibit (i) price fixing; (ii) market and customer allocation; (iii) limiting production or supply of products/services; (iv) group boycott, or (v) bid rigging.

10. Independent Contractor

Client agrees that all services will be rendered by CDI as an independent contractor and that this Agreement does not create an employer-employee relationship between the CDI and Client. This Agreement does not authorize either party to act for the other party as its agent or to make commitments on behalf of the other party.

11. Force Majeure

Neither party shall be liable to the other for the failure to perform their respective obligations under this Agreement due to fire, flood, strikes, or any other industrial or manufacturing disturbances, accidents, war, riot, insurrection, or other causes beyond the reasonable control of the parties.

12. Exports

The Parties acknowledge that the services and Third-Party Offerings delivered pursuant to the terms of this Agreement may be subject to United States government export control and economic sanctions laws. Each Party shall comply with all export and national security laws of the United States of America.

13. Governing Law

The parties agree that this agreement will be construed and interpreted in accordance with the laws of the State of New York.

CITY CONTRACT PROVISIONS

PUBLIC RECORDS. CDI shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, CDI 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 CDI 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 CDI or keep and maintain public records required by the public agency to perform the service. If CDI transfers all public records to the public agency upon completion of the contract, CDI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CDI keeps and maintains public records upon completion of the contract, CDI 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 CDI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CDI'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.

NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

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

Initial
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Certificate Of Completion

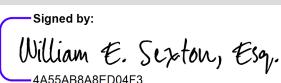
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 Subject: SIGNATURE: 2025-26 Renewal of Veam Data Platform (ITS/250199)
 Source Envelope:
 Document Pages: 7
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeD Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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
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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

Signer Events

	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	 Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...	Sent: 12/4/2025 3:54:26 PM Viewed: 12/8/2025 11:53:21 AM Signed: 12/8/2025 11:58:37 AM
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Electronic Record and Signature Disclosure:

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Janice Mitchell
 jmitchell@ocalafl.org
 CFO
 City of Ocala
 Security Level: Email, Account Authentication (None)


 Signed by:
 Janice Mitchell
 55198B43858A4E1...

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Kendall Taylor
 faraz.khan@ahead.com
 Maintenance Renewal Specialist
 AHEAD India
 Security Level: Email, Account Authentication (None)


 Initial
 kt

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In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/4/2025 3:54:26 PM
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Completed	Security Checked	12/10/2025 8:29:50 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.