



MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”), effective January 1, 2026 (the “Effective Date”), is between Ocala Electric Utilities, doing business as Ocala Electric Utilities, with its principal office at 201 SE 3rd St, Ocala, FL 34471 (“Client”), and DataCapable, Inc., a Delaware corporation located at 2093 Philadelphia Pike #4846, Claymont, DE 19703 (“DataCapable”). Client and DataCapable, from time to time herein, shall collectively be referred to as “Parties,” and individually, each a “Party.”

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to state the terms and conditions: under which: (i) Client will license DataCapable’s software platform, including without limitation situational awareness systems, event visualization tools, and data analytics services; and (ii) DataCapable will provide related professional services (the “Services”) as defined more specifically in Section 3, below, and in Exhibit A hereto. This Agreement shall be the Master Agreement between the Parties and the terms and conditions herein shall govern any Purchase Order (“PO”) and Statement of Work (“SOW”) and all transactions between DataCapable and Client carried out pursuant to any PO and SOW.

2. TERM

2.1. Term. The initial term of this Agreement is for a period of five (5) years commencing upon the Effective Date (the “Initial Term”), unless earlier terminated in accordance with this Section 2. ~~This Agreement shall automatically renew for successive five (5) year periods (each, a “Renewal Term”), unless Client has notified DataCapable of its intention not to renew at least ninety (90) calendar days prior to the end of the then current Term.~~ The Initial Term together with any and all Renewal Terms are referred to in this Agreement as the “Term.” Unless otherwise mutually agreed in writing, any SOW the duration of which extends beyond the termination of this Agreement will continue for the term specified in such SOW and shall continue to be governed by the terms and conditions of this Agreement.

2.2. Termination. Either Party may terminate this Agreement, any SOW, or any of the Services provided hereunder, with or without cause, upon ninety (90) calendar days written notice prior to the end of the term of any SOW. Either Party may terminate this Agreement immediately by written notice delivered to the other Party if (i) the other Party voluntarily files a petition in bankruptcy, (ii) the other Party is adjudicated bankrupt or insolvent pursuant to an order or judgment entered by a court of competent jurisdiction that is no longer subject to appeal and has become final, (iii) the other Party makes an assignment for the benefit of creditors or (iv) a receiver is appointed for the other Party or for its business and such receiver is not discharged within ninety (90) days after such appointment.

2.3. Effect of Expiration or Termination. Without prejudice to any other remedy for breach of this Agreement, upon the expiration or termination of this Agreement, no Party shall be relieved of any liability arising out of any breach of this Agreement prior to expiration or termination, and no Party will be released from the payment of any sum

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owed to another Party for services rendered prior to such expiration or termination or the performance of any obligation for which payment has been received. Upon the expiration or termination of this Agreement, DataCapable shall promptly transfer, assign, and make available to Client, all property and materials in DataCapable's possession or control belonging to Client.

3. SERVICES. DataCapable will provide to Client all services (the "Services") set forth in any SOW attached as an exhibit to this Agreement. Each SOW attached as a schedule to this Agreement, including without limitation, the specific SOW attached hereto as Exhibit A. Fees for the Services are allocated between the software license and the provision of related professional services, as more fully set forth in each SOW. Each SOW is incorporated herein by reference. References to this "Agreement" include this Agreement and each SOW in effect from time to time after the Effective Date. Unless otherwise defined in an SOW, capitalized terms herein shall have the meaning ascribed to them in the Agreement. Unless otherwise stated in an SOW, DataCapable shall use commercially reasonable efforts to ensure availability of the Services. Support will be provided to designated Customer contacts during standard business hours, excluding holidays. In providing the Services DataCapable shall comply with all applicable U.S. data privacy security laws and regulations, shall implement and maintain reasonable and appropriate safeguards to protect customer data from unauthorized access, use disclosure or destruction and shall ensure that its subcontractors processing data on its behalf are contractually required to adhere to substantially equivalent obligations. All work will be performed remotely.

4. ACCEPTANCE.

- 4.1. Acceptance Criteria and Period. The completion criteria and acceptance criteria, as well as the acceptance period, for the Services and associated deliverables ("Deliverables") are as set forth in the applicable SOW. If a SOW does not describe any acceptance criteria, then the Deliverables shall be deemed accepted when delivered by DataCapable.
- 4.2. Review and Acceptance. Each Deliverable will be deemed accepted upon written confirmation by Client, or if no deficiencies are reported in writing within ten (10) business days of delivery ("Acceptance Period"), signifying transfer of control.
- 4.3. License Delivery and Payment Obligations: Customer's obligation to pay fees shall begin upon delivery of access credentials to the licensed software, or on the License Start Date set forth in the applicable Statement of Work, whichever is earlier. Customer acknowledges that such obligation is not contingent upon the readiness, integration, or operation of any third-party system, including but not limited to OMS platforms.
- 4.4. Rejection. In the event Client reasonably determines the Deliverables do not meet the acceptance criteria, Client may reject Deliverables within the Acceptance Period by notifying DataCapable in writing.
- 4.5. Correction. In the event that Client rejects the Deliverables, DataCapable will use its best

efforts to correct the Deliverables and will deliver such corrections to Client for re-review and acceptance in accordance with the SOW.

4.6. Continued Failure. If DataCapable's corrections fail to satisfy the acceptance criteria as set forth in the applicable SOW after three (3) attempted corrections, the Parties will resolve the issue pursuant to Section 15, below.

5. CHANGES. If an alteration to the scope of work in any SOW, including Assumptions (as that term is defined in any SOW), deliverables, milestones and related pricing, is requested by either Party, it shall be brought to the attention of the other Party's management by completing and submitting a Change Order Form, which is substantially in the form incorporated into this Agreement as Exhibit B. Each Party's respective management will review the form to determine whether a modification to the scope of work is necessary and what effect the implementation of such change may have on the Services. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Order Form, subject to mutual agreement of the Parties. If the Parties mutually agree to implement the change in scope, the Change Order Form will be incorporated into the applicable SOW as an addendum when signed by authorized representatives of DataCapable and Client.

6. PRICING AND INVOICING TERMS.

6.1. General. DataCapable will invoice Client, and Client will pay DataCapable, for Services on invoices submitted every week by DataCapable for payment by Client. Payment is due no later than thirty (30) calendar days after receipt. If Client has any valid reason for disputing any portion of an invoice, Client will so notify DataCapable within ten (10) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. Any portion of DataCapable's invoice that is not in dispute shall be paid in accordance with the procedures set forth herein.

6.2. Pricing. Pricing terms for the services are as set forth in the applicable SOW. DataCapable may bill Client on a fixed-fee or hourly basis for services rendered. Hourly rates for work performed by DataCapable's employees will be as set forth in a SOW (the "Hourly Rates"). DataCapable may periodically change Hourly Rates. License fees shall automatically increase by five percent (2%) upon each Renewal Term unless otherwise set forth in a SOW.

6.3. Late or Unpaid Invoices. A finance charge of 1.5% per month, or such lesser amount as may be the maximum amount permitted by Delaware law, on the unpaid amount of an invoice will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Client will pay any attorneys' fees, court costs, or other costs DataCapable may incur in collection of delinquent accounts. If Client has outstanding, past due invoices more than fifteen (15) days, DataCapable may suspend performing further work. A suspension of work due to Client's failure to make required payments may result in additional time to perform the Services required by any SOW and increased costs/fees.

- 6.4. Reimbursable Costs. Client shall reimburse DataCapable all reasonable, preapproved (in writing) costs incurred in connection with the Services rendered or when travelling at Client's request. Reimbursable costs include, but are not limited to, travel costs, the cost of subcontractors, materials costs, delivery costs and other similar expenses and costs that are attributable to any Services (the "Reimbursable Costs"). Travel costs include air, train or bus travel, lodging, meals and incidentals, any ground transportation associated with air travel, tools, and all other reasonable costs generally associated with air travel. All extraordinary travel expenses will not be incurred without Client's approval. Together with any invoice containing Reimbursable Costs, DataCapable will provide to Client documentation of Reimbursable Costs incurred.
- 6.5. Taxes. All amounts payable pursuant to this Agreement are exclusive of taxes. Accordingly, there will be added to any amount payable by Client the monetary sum equal to any and all then-applicable taxes, however designated, incurred as a result of or otherwise in connection with this Agreement or the Services, including without limitation state and local privilege, excise, sales or similar transactional, services, withholding, and use taxes and any taxes or other amounts in lieu thereof paid or payable by Client (other than taxes based on DataCapable's net income and employment taxes). If Client does not pay such taxes, DataCapable may make such payments and Client will reimburse DataCapable for those payments. Client will indemnify, defend, protect and hold DataCapable harmless for, from and against any payments made by Client pursuant to this Section 6.5.

7. OWNERSHIP OF TECHNOLOGY AND DELIVERABLES.

7.1. Definitions.

7.1.1. "Background Technology" means all Technology owned, created or discovered by a Party:

7.1.1.1. prior to a SOW effective date, or

7.1.1.2. on or after the SOW effective date independent of the Services performed pursuant to the SOW.

7.1.2. "Deliverables" means the work product that DataCapable creates under an SOW.

7.1.3. "Developed Technology" means any Technology other than Background Technology created or discovered by DataCapable or Client in connection with an SOW.

7.1.4. "Intellectual Property Rights" means all copyright, moral rights, patent rights, trade and service marks, design rights, rights in or relating to databases, rights in or relating to confidential information, rights in relation to domain names, and any associated or other intellectual property rights (registered or unregistered) throughout the world.

7.1.5. “Technology” means all technical information, know-how, ideas, concepts, methods and processes, procedures, designs, schematics, works of authorship, inventions and discoveries, owned by a Party or licensed to a Party (to the extent such Party has the right to sublicense it) and any and all modifications, additions, changes or derivative works thereof.

7.2. Ownership of Technology and Deliverables.

7.2.1. Background Technology. Neither Party will own the other Party’s Background Technology and acquires no rights or interest under this Agreement to the other Party’s Background Technology, including, without limitation, the Intellectual Property Rights therein, except for the licenses granted in Section 7.3 below.

7.2.2. Developed Technology; Deliverables. DataCapable owns all Deliverables and any Developed Technology, except for any of Client’s Background Technology that is incorporated into the Deliverables or Developed Technology (the “Incorporated IP”).

7.3. Licenses to Technology.

7.3.1. Client Background Technology. If Client provides DataCapable with any of Client’s Background Technology under this Agreement to facilitate DataCapable’s performance of the Services, Client grants to DataCapable a limited, nonexclusive, nontransferable, royalty-free license (with the right to sublicense to its delegates and subcontractors authorized by Client), solely for the purpose of performing the Services and solely for the Term of this Agreement, under Client’s Intellectual Property Rights in such Background Technology, to:

7.3.1.1. copy, prepare derivative works of, perform, and display (internally only) such Background Technology, and

7.3.1.2. make, use, and import such Background Technology.

7.3.2. DataCapable Deliverables, Developed Technology and Incorporated IP. DataCapable grants to Client a nonexclusive, nontransferable, worldwide license, to use the Deliverables, Developed Technology and Incorporated IP, subject to the following limitations:

7.3.2.1. Client’s license of the Deliverables, Developed Technology and Incorporated IP is limited to Client’s own internal purposes, pursuant to which Client may use, perform or display the Deliverables, Developed Technology and Incorporated IP solely in connection with Client’s use of the Deliverables and in no event shall Client be entitled to independently commercially exploit the Deliverables, Developed Technology and Incorporated IP;

7.3.2.2. DataCapable’s limited license of the Deliverables, Developed Technology and Incorporated IP pursuant to this Section 7.3.2 does not grant Client a license to any modifications, additions, changes or derivative works

that are made to the Deliverables, Developed Technology and Incorporated IP by or for DataCapable after incorporation of the Incorporated IP into any Deliverables or Developed Technology;

7.3.2.3. Client is not permitted to sublicense the Deliverables, Developed Technology and Incorporated IP unless such sublicense is granted by Client to Client's independent contractors or consultants for the sole purpose of using or modifying the Deliverables, Developed Technology and Incorporated IP as may be required for Client's commercial exploitation of the Deliverables;

7.3.2.4. Nothing contained in this Agreement will permit Client or its agents to unbundle, separate, use, reverse engineer or cause the Deliverables, Developed Technology and Incorporated IP to be used as a stand-alone product or development tool or to otherwise commercialize the Incorporated IP;

7.3.2.5. Client shall not modify, add to, change or create any derivative works of any DataCapable's Background Technology, Deliverables, Developed Technology or Incorporated IP without the express written consent of DataCapable. To the extent that Client is authorized by DataCapable to make any modifications, additions, changes or derivative works of DataCapable's Background Technology, Deliverables, Developed Technology or Incorporated IP, such modifications, additions, changes or derivative works shall be owned exclusively by DataCapable immediately upon creation;

7.3.2.6. Client's license of the Deliverables, Developed Technology and Incorporated IP terminates upon termination of this Agreement.

8. REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants that:

8.1.1. it has the full power and authority to enter into this Agreement, carry out its obligations under this Agreement, and grant the rights and licenses it grants the other in this Agreement; and

8.1.2. its compliance with the terms and conditions of this Agreement will not violate any agreements it has with any third Party.

9. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

10. LIMITATION OF LIABILITY.

10.1. Limitation. UNDER NO CIRCUMSTANCE, WILL EITHER PARTY HEREUNDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCURRED OR SUFFERED BY THE OTHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS

AGREEMENT (INCLUDING WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF INCOME OR LOSS OF BUSINESS ADVANTAGE), WHETHER OR NOT FORESEEABLE, EVEN IF SUCH PARTY, OR AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DATACAPABLE'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE PAYMENT RECEIVED BY DATACAPABLE FOR THE PARTICULAR SERVICE PROVIDED GIVING RISE TO THE CLAIM DURING THE 6 MONTHS PRIOR TO THE ASSERTION OF SUCH CLAIM, EXCEPT THAT NO LIMITATION SHALL APPLY TO PAYMENTS OWED FOR SERVICES AND DELIVERABLES PROVIDED UNDER THIS AGREEMENT OR ANY APPLICABLE SOW. THE LIMITATION OF LIABILITY SET FORTH HEREIN IS FOR ANY AND ALL MATTERS FOR WHICH DATACAPABLE MAY OTHERWISE HAVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER THE CLAIM ARISES IN CONTRACT, TORT, STATUTE, OR OTHERWISE.

- 10.2. Remedy. Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for DataCapable, upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which DataCapable is at fault, or (ii) return to Client the fees paid by Client to DataCapable for the particular service provided that gives rise to the claim, subject to the limitation contained in Section 10.1.

11. NON-SOLICITATION OF EMPLOYEES.

- 11.1. Non-Solicitation Period. "Non-Solicitation Period" means a period of twelve (12) months following the termination of this Agreement, unless a court of competent jurisdiction determines that such period is unenforceable under applicable law because it is too long, in which case the Non-Solicitation Period shall be for the longest of the following periods that the court determines is reasonable under the circumstances: twelve (12) months, nine (9) months, or six (6) months following the termination of this Agreement.
- 11.2. DataCapable Covenant. DataCapable acknowledges the character of Client's business and the substantial amount of time, money and effort that Client has spent and will spend in recruiting competent employees and contractors, and DataCapable agrees that it will not, and will cause its employees and independent contractors not to, during the Term and the Non-Solicitation Period, alone or with others, directly or indirectly, solicit for engagement, hire, or engage, or assist any other entity or person in soliciting for engagement, hiring, or engagement any employee or contractor who is or who is hereafter engaged or engaged by Client without the prior written consent of Client. The Non-Solicitation Period shall be tolled while DataCapable is in breach hereof.
- 11.3. Client Covenant. Client acknowledges the character of DataCapable's business and the substantial amount of time, money and effort that DataCapable has spent and will spend in recruiting competent employees and contractors, and Client agrees that it will not, and will cause its employees and independent contractors not to, during the Term

and the Non-Solicitation Period, alone or with others, directly or indirectly, solicit for engagement, hire, or engage, or assist any other entity or person in soliciting for engagement, hiring, or engagement any employee or contractor who is or who is hereafter engaged or engaged by DataCapable without the prior written consent of DataCapable. The Non-Solicitation Period shall be tolled while Client is in breach hereof.

11.4. Reasonableness. Each of Client and DataCapable agrees that the restrictions contained in this Agreement are fair and reasonable and necessary for the protection of the legitimate business interests of Client and DataCapable, and each of Client and DataCapable intends that such restrictions be enforceable and enforced to their fullest extent.

11.5. General Advertisement. Notwithstanding anything to the contrary, Client and DataCapable agree that neither shall be restricted from hiring a person who responds to a general advertisement or solicitation that is not specifically directed at an employee or employees of the other Party.

12. CONFIDENTIALITY.

12.1. "Confidential Information" means information that is provided by or on behalf of either Party (the "Discloser") to the other Party (the "Recipient"), or to which a Recipient otherwise gains access, in the course of or incidental to the performance of this Agreement, which is of value to the Discloser, and is not generally known to others, including, without limitation, trade secrets, customer lists, customer information, employee lists, technology, processes, marketing techniques, price lists, pricing policies, business methods, contracts and contractual relations with the Discloser's customers and suppliers, know-how, software, future and proposed products and services, financial information, business forecasts, sales and merchandising, and marketing plans and information. Confidential Information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual, or other means. The terms, conditions, and provisions of this Agreement shall be deemed by the Parties to be Confidential Information of both Parties.

12.2. The Recipient of Confidential Information shall use the Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted by this Agreement. The Recipient of Confidential Information shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case, using no less than a reasonable degree of care.

12.3. Recipient may disclose Confidential Information received hereunder to (a) its affiliates, (b) Recipient's employees and independent contractors, and (c) Recipient's affiliate's employees and independent contractors, and who in all of the foregoing cases have a need to know such information and are bound to protect the received Confidential Information from unauthorized use and disclosure under terms no less restrictive than those contained in this Agreement. Confidential Information shall not otherwise be

disclosed by Recipient to any third Party without the prior written consent of the Discloser.

- 12.4. The restrictions herein on the use and disclosure of Confidential Information shall not apply to information that: (i) was publicly known at the time of Discloser's communication thereof to Recipient or becomes publicly known through no fault of Recipient subsequent to the time of such communication; (ii) was in Recipient's possession free of any obligation of confidence at the time of Discloser's communication to Recipient; (iii) is developed by Recipient independently of and without reference to any of Discloser's Confidential Information or other information that Discloser disclosed in confidence to any third Party; (iv) is rightfully obtained by Recipient from third Parties authorized to make such disclosure without restriction; (v) is identified in writing by the Discloser as no longer proprietary or confidential.
- 12.5. In the event Recipient is required by law, regulation, or court order to disclose any of Discloser's Confidential Information, Recipient will promptly notify Discloser in writing prior to making any such disclosure and shall reasonably cooperate in any efforts of Discloser to seek a protective order or other appropriate remedy from, the proper authority. If Discloser is not successful in precluding the requested disclosure, Recipient will furnish only that portion of the Confidential Information that is legally required and will exercise reasonable commercial efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.
- 12.6. All Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall be and remain the property of Discloser or its licensors. All such information in any computer memory or data storage apparatus shall be erased or destroyed, and all such information in tangible form in the possession or under the control of the Recipient shall, at the discretion of the Discloser, either be destroyed or returned to the Discloser promptly upon the earlier of: (i) the written request of the Discloser or (ii) termination or expiration of this Agreement, and in either of such events and to the applicable extent shall not thereafter be retained in any form by or through Recipient unless otherwise expressly permitted hereunder.
- 12.7. The Parties' obligations and rights with regard to Confidential Information shall remain in effect for a period of three (3) years from the termination of this Agreement, except that the Parties' obligations with respect to trade secrets shall continue for so long as such Confidential Information remains a trade secret under applicable law.
- 12.8. The Parties agree that any violation or threatened violation of this Section 13 could cause irreparable injury to Discloser, for which the Discloser may not have an adequate remedy at law, and that the Discloser shall be entitled, in addition to any other rights and remedies it may have, at law or in equity, to seek an injunction to restrain Recipient from violating or continuing to violate, such covenants and agreements.
13. **INDEMNIFICATION**. Client shall indemnify and hold DataCapable and its affiliates and their respective trustees, directors, officers, employees, agents, representatives, successors

damage or expense arising from or relating to a claim, suit or proceeding brought against an Indemnified Party and any liability arising from Client's misuse or mismanagement of the Deliverables, Client's breach of this Agreement or Client's infringement of the intellectual property or other rights of any third party. **Nothing in this Agreement is intended to waive the sovereign immunity protections provided to Client pursuant to Florida Statute 768.28.**

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14. GENERAL.

14.1. Governing Law and Construction. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware

14.2. are, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the Parties and their respective counsel and shall not be construed strictly for or against any Party.

14.3. Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

14.4. Amendments. No amendment or modification of this Agreement will be deemed effective unless made in writing signed by Client and DataCapable.

14.5. No Waiver. No term or condition of this Agreement will be deemed to have been waived nor will there be any estoppel to enforce any provisions of this Agreement, except by a statement in writing signed by the Party against whom enforcement of the waiver or estoppel is sought. Any written waiver will not be deemed a continuing waiver unless specifically stated, will operate only as to the specific term or condition waived, and will not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

14.6. Independent Contractor. The relationship of the Parties to each other under this Agreement shall be that of independent contractors, and nothing contained herein shall be construed to constitute, create, or in any way be interpreted as, a joint venture, partnership, or business organization of any kind. Additionally, under no circumstances shall the employees, agents or subcontractors of DataCapable be considered employees or agents of Client.

14.7. Notices. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address first set forth above or such other address as may be specified in a written notice in accordance with this Section 14.6.

14.8. Assignment. The Agreement is not assignable or transferable by Client without prior

written consent of DataCapable, which consent shall not be unreasonably withheld or delayed. This Agreement is not assignable or transferable by DataCapable without the prior written consent of Client, which consent shall not be unreasonably withheld or delayed. Any attempted assignment or transfer in contravention hereof shall be null and void. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement in the event of a merger, acquisition, sale of all or substantially all of its assets, or similar transaction resulting in a change of control.

- 14.9. Section Headings. Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.
- 14.10. Representations; Counterparts. Each person executing this Agreement on behalf of a Party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such Party, with full right and authority to execute this Agreement and to bind such Party with respect to all of its obligations hereunder. This Agreement may be executed in two or more counterparts, and it is not necessary that signatures of all Parties appear on the same counterpart, but such counterparts together will constitute a single binding agreement between and among all Parties hereto. Executed counterparts may be delivered via facsimile, electronic mail or other similar transmission method, and any executed counterpart so delivered shall be valid and effective for all purposes.
- 14.11. Cooperation. Client will cooperate with DataCapable in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. Client agrees that DataCapable's performance is dependent on Client's timely and effective cooperation with DataCapable. Such cooperation is considered an Assumption underlying DataCapable's projections of costs and timing, and related quotes. Accordingly, Client acknowledges that any unreasonable delay by Client in excess of five (5) business days, will, at DataCapable's option, either (i) extend the applicable DataCapable scheduled delivery deadline by the length of such delay or (ii) permit DataCapable to invoice Client for additional charges incurred to meet the scheduled delivery deadline (e.g., Hourly Rates of employees not previously assigned in the SOW).
- 14.12. Entire Agreement; Survival. This Agreement, including any Exhibits and Schedules, states the entire Agreement between the Parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the Parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and DataCapable respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the Parties hereto. Sections 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, as well as any other provisions who survival is necessary to give proper effect to their respective terms, shall survive the termination of this Agreement.
- 14.13. Force Majeure. DataCapable shall not be responsible for delays or failures (including any delay by DataCapable to make progress in the prosecution of any Services) if such

restricted to, acts of God or of the public enemy, fires, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, tariffs, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

- 14.14. Conflict. In the case of any conflict between the terms of this Agreement, the terms of a PO and the terms of a SOW, the terms of the SOW shall control. In the case of any conflict between the terms of this Agreement and the terms of a PO, the terms of a PO shall control.
- 14.15. Publicity. DataCapable may (i) issue a press release or other public announcement, whether written or oral, related to this Agreement, (ii) use Client's name, logo, or describe the service provider and customer relationship outlined in this Agreement in general marketing promotions, including but not limited to, testimonials, case studies, speaking abstracts, website copy, collateral, and solution descriptions. Client hereby grants DataCapable a nonexclusive, worldwide, royalty-free license to use Client's name, logo, and describe the service provider and customer relationship on its website and in general marketing promotions as outlined above, and no prior consent of Client is required in such case. DataCapable will not share any sensitive business data without Client's express permission.
- 14.16. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
15. DISPUTE RESOLUTION. The Parties deem it to be in their respective best interests to settle any dispute as expeditiously and economically as possible. Therefore, the Parties expressly agree to submit any dispute between them arising out of or relating to this Agreement ("Dispute") to Mediation (as defined below) and, if Mediation does not resolve the Dispute, the Parties shall agree to submit their disputes to binding arbitration, as set forth below. The Parties thus expressly waive any rights they may have to trial by jury with respect to such Dispute. The dispute resolution proceedings shall be conducted in Dallas, Texas, in the English language. The Parties agree to use the following procedure in good faith to resolve any Dispute.
- 15.1. A meeting (in person or by phone) shall be held among the Parties within ten (10) business days after any Party gives written notice of the Dispute to the other Party (the "Dispute Notice") attended by a representative of each Party having decision-making authority regarding the Dispute (subject to board of directors or equivalent approval, if required), to attempt in good faith to negotiate a resolution of the Dispute.
- 15.2. If, within thirty (30) calendar days after the Dispute Notice, the Parties have not succeeded in negotiating a written resolution of the Dispute, upon written request by any Party to the other Party all Parties shall promptly negotiate in good faith to jointly appoint a mutually acceptable neutral person not affiliated with any of the Parties (the "Neutral"). If all Parties so agree in writing, a panel of two or more individuals (such

shall seek assistance in such regard from the American Arbitration Association (the "AAA") if they have been unable to agree upon such appointment within forty (40) days after the Dispute Notice. The fees and costs of the Neutral and of any such assistance shall be shared equally among the Parties.

- 15.3. In consultation with the Neutral, the Parties shall negotiate in good faith to select or devise a nonbinding alternative dispute resolution procedure ("Mediation") by which they shall attempt to resolve the Dispute, and a time and place for the Mediation to be held, with the Neutral (at the written request of any Party to each other Party) making the decision as to the procedure if the Parties have been unable to agree on any of such matters in writing within ten (10) days after selection of the Neutral.
- 15.4. The Parties agree to participate in good faith in the Mediation to its conclusion; provided, however, that no Party shall be obligated to continue to participate in the Mediation if the Parties have not resolved the Dispute in writing within one hundred twenty (120) days after the Dispute Notice and any Party shall have terminated the Mediation by delivery of written notice of termination to each other Party following expiration of said 120-day period. Following any such termination notice after selection of the Neutral, and if any Party so requests in writing to the Neutral (with a copy to each other Party), then the Neutral shall make a recommended resolution of the Dispute in writing to each Party, which recommendation shall not be binding upon the Parties; provided, however, that the Parties shall give good faith consideration to the settlement of the Dispute on the basis of such recommendation, and if the Parties are unable to resolve the Dispute on the basis of such recommendation, then at the election of either Party the Dispute shall be submitted to binding arbitration as provided below. In the event of binding arbitration, the Party seeking further resolution shall pay the reasonable attorneys' fees, costs and other expenses (including expert witness fees) of the other incurred in connection with the pursuit of (and defense against) such arbitration, if the result thereof is less favorable to the Party pursuing the arbitration than the recommendation of the Neutral.
- 15.5. Subject to the foregoing, a Party may seek binding arbitration of an unresolved Dispute in Dallas, Texas in accordance with the Rules of the AAA governing commercial transactions. The arbitration will be conducted by a single arbitrator. If the Parties fail to agree on the arbitrator within twenty (20) days, the office the AAA in Dallas, Texas shall make the necessary appointment of an arbitrator. In connection with any Arbitration, the Parties shall be entitled to all discovery rights as provided for in the United States Federal Rules of Civil Procedure and each Party shall be entitled to apply to any court of competent jurisdiction for an order enforcing any discovery request authorized under the Federal Rules of Civil Procedure. **THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE SUBJECT TO ARBITRATION PURSUANT TO THIS SECTION 15.** After due consideration of all of the evidence submitted by the Parties, in accordance with the applicable procedural rules governing the arbitration proceedings, the arbitrator shall issue its decision and award. The decision and award of the arbitrator in any arbitration proceeding shall (i) be in writing, stating the grounds for the decision

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solely on the terms and conditions of this Agreement, as interpreted under the laws of the state of Delaware; and (iii) shall be final and binding upon the Parties. Judgment upon such decision and award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such decision and award and an order of enforcement.

15.6. At the reasonable request of either Party, the mediator or arbitration tribunal shall adopt rules and procedures designed to expedite the dispute resolution process.

15.7. Notwithstanding anything herein to the contrary, nothing in this Section 15 shall preclude any Party from seeking interim or provisional relief, in the form of a temporary restraining order, preliminary injunction, or other interim equitable relief concerning the Dispute, either prior to or during any of the negotiations or proceedings set forth in this Section 15, if deemed necessary by a Party, in its discretion, to protect the interests of such Party. Bringing or defending an action for such relief shall not constitute a waiver of the right or avoid the obligation to arbitrate contained in this Agreement. Further, this Section 15 shall be specifically enforceable.

15.8. Except as otherwise provided for in this Agreement, each Party shall bear its own attorney’s fees, costs, and expenses arising out of any dispute regarding this Agreement, regardless of whether a Party is declared to be a prevailing Party or is otherwise entitled to an award of such fees, costs, and expenses under applicable law.

[Signature blocks appear on the following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written below.

Client

DataCapable, Inc.

Signed by:

Janice Mitchell

Signature

Signed by:

Lucas Baerg

Signature

Janice Mitchell

Name

Lucas Baerg

Name

CFO

Title

CFO

Title

Approved as to form and legality:

Signed by:

William E. Sexton, Esq.

Signature



EXHIBIT A – STATEMENT OF WORK #1

1. Parties and Purpose

This Statement of Work (“SOW”), including Schedule 1 attached, is entered into by and between DataCapable, Inc., a Delaware corporation with offices at 2093 Philadelphia Pike #4846, Claymont, DE 19703 (“DataCapable”) and Ocala Electric Utilities, located at 201 SE 3rd St, Ocala, FL 34471 (“Client”).

This SOW is issued pursuant to the Master Services Agreement (“MSA”) between DataCapable and Client, and describes the scope of software licensing, professional services, and implementation work to be provided. Capitalized terms not defined in this SOW shall have the meanings ascribed to them in the MSA.

2. Software Products

Client has selected the following software product(s) as part of this engagement (check all that apply):

- Outage Map
- Community Portal
- Threat Detector

Each product includes cloud hosting, software updates, and support as outlined in the proposal quote during the subscription term. Additional modules or features may be included per the attached proposal.

3. Term

The term of this SOW shall begin on the License Start Date specified in the attached Proposal and Pricing (Schedule 1) and shall continue for a period of one (1) year, unless terminated in accordance with the Master Services Agreement. This SOW shall automatically renew for successive one (1) year periods unless either party provides at least ninety (90) days’ written notice of non-renewal prior to the end of the then-current term. Renewal fees shall increase by five percent (2%) unless otherwise agreed in writing.

4. Scope of Work and Deliverables

DataCapable will provide professional services and implementation work necessary to configure and deliver the selected product(s) in accordance with Client’s requirements. The scope, milestones, timeline, and deliverables for the project are defined in the attached Schedule 1: Proposal and Pricing.

5. Responsibilities

As more fully set forth in Section 14.10 of the MSA, Customer agrees to provide timely access to necessary personnel, data, and technical environments to support implementation. Any

changes to scope or responsibilities must be mutually agreed upon in a written Change Order as set forth in Exhibit B.

6. Acceptance Criteria

See Section 4 of MSA

7. Fees and Payment

All pricing, payment schedules, and applicable taxes are specified in the attached Schedule 1: Proposal and Pricing. Fees are due in accordance with the payment terms set forth therein. Customer acknowledges that payment obligations commence upon delivery of access credentials, and are not contingent upon completion of integration with third-party systems.

8. Change Management

Any changes to scope, schedule, or pricing shall be documented in a written Change Order as set forth in Exhibit B signed by both parties. No changes are valid unless documented in such form.

9. Incorporation of Master Services Agreement

This SOW is governed by the terms of the Master Services Agreement between the Parties. In case of a conflict, the SOW shall prevail solely with respect to scope, deliverables, or pricing. All other terms are controlled by the MSA.

10. Acceptance and Signature

IN WITNESS WHEREOF, the parties have executed this Statement of Work as of the date written below.

DataCapable, Inc.	Client: City of Ocala
<p>Signed by: By: <u>Lucas Baerg</u> Name: Lucas Baerg Title: CFO Date: 2/19/2026</p>	<p>Signed by: By: <u>Janice Mitchell</u> Name: Janice Mitchell Title: CFO Date: 2/10/2026</p>

Schedule 1: Proposal and Pricing

The attached proposal and pricing document, dated December 4, 2025 is incorporated into this SOW by reference. It includes:

- Selected software modules
- Pricing and payment terms
- Implementation timelines and milestones
- Custom feature requests (if any)
- Support and maintenance details

Pricing Summary

Item	Description	Amount(USD)
Software License	Outage and Event Map platform license	\$22,175.01
Support Tier	Standard support. 9am CT to 5pm CT DataCapable provides a support system (email, text message, and phone) that is monitored and available seven (7) days a week, twenty-four (24) hours a day manned by a DataCapable support agent. 24/7 On-Call Support for System Down Events Supplemental On-Call Support Available for Major Business Events	Included
Payment Terms	Due upon contract signing	

Notes:

- Pricing reflects a **2% increase** over the prior proposal total of **\$21,740.21**.
- The proposal includes 99.7%–99.9% uptime, 30-minute critical response time, and daily backups as detailed in the support section.

- Any additional customization will be billed at the standard rate of **\$285 per hour**.

Certificate Of Completion

Envelope Id: 98341FEB-EF06-4D25-8D4E-1D75DDAC1741	Status: Completed
Subject: SIGNATURE: 2026 Master Services Agreement and Scope of Work - DataCapable (ELE/260350)	
Source Envelope:	
Document Pages: 18	Signatures: 5
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Patricia Lewis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	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	Location: DocuSign
1/21/2026 3:59:02 PM	plewis@ocalafl.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

Signer Events

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

Signature

Signed by:

 4A55AB8A8ED04F3...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Timestamp

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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:

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

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 Signed: 2/10/2026 7:49:16 AM

Electronic Record and Signature Disclosure:

Accepted: 2/10/2026 7:46:02 AM
 ID: 70136302-82f1-418b-8042-513f0a68546d

Lucas Baerg
 lucas@datacapable.com
 CFO
 Security Level: Email, Account Authentication (None)

Signed by:

 B4EA25C8FA2047E...
 Signature Adoption: Pre-selected Style
 Using IP Address:
 2001:579:621c:b5:b95a:98e5:99a0:16cd

Sent: 2/10/2026 7:49:17 AM
 Resent: 2/19/2026 11:09:31 AM
 Viewed: 2/19/2026 12:27:22 PM
 Signed: 2/19/2026 12:29:05 PM

Electronic Record and Signature Disclosure:

Accepted: 2/19/2026 12:27:22 PM
 ID: 3b7daaee-0302-4086-be6f-eb75c0522ea4

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

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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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 Updated	Security Checked	2/19/2026 11:09:30 AM
Envelope Updated	Security Checked	2/19/2026 11:09:30 AM
Certified Delivered	Security Checked	2/19/2026 12:27:22 PM
Signing Complete	Security Checked	2/19/2026 12:29:05 PM
Completed	Security Checked	2/19/2026 12:29:05 PM

Payment Events	Status	Timestamps
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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.