



Helpjuice Subscription, Support, Service Contract
Prepared for: Company Name

Helpjuice Subscription, Support, Service Working Agreement

Prepared For Company Name

Vendor AGREEMENT

THIS VENDOR AGREEMENT (the "**Agreement**") made as of this _____ (the "Effective Date") by and between Helpjuice Inc., (the "**Vendor**") with offices located at 2093 PHILADELPHIA PIKE #7202 CLAYMONT, DE 19703 UNITED STATES, and City of Ocala ("**Company**") with offices located at 110 SE WATULA AVE, OCALA FLORIDA 34471

In consideration of the premises and the mutual agreements, provisions and covenants contained in this Agreement, the Company and Vendor hereby agree as follows:

- 1. Agreement.** This Agreement shall consist of the following:
 - a. The Vendor Agreement which shall define the general terms and conditions of the relationship between Vendor and Company for the services provided hereunder.
 - b. The Order Schedule which shall describe in detail: (1) the specific services and requirements; (2) compensation for services performed; and (3) any additional terms meeting with the mutual approval of the parties.
- 2. Performance of Services by Vendor.** At the direction of and in consultation with Company, Vendor shall perform the services described in the Order Schedule(s).
- 3. Compensation.** As full compensation for the services performed hereunder, Company shall pay Vendor as set forth in the Order Schedule(s). Vendor shall be responsible for the payment of any and all taxes in respect of payments received hereunder, including without limitation, federal, state and local income taxes, FICA and Medicare. Vendor shall not be entitled to any insurance, retirement or other benefits provided by Company to its employees. Vendor shall not be entitled to be reimbursed for any business expenses unless those expenses are approved in advance in writing by Company.
- 4. Term and Termination.** This Agreement shall begin on the Effective Date and shall continue until terminated as provided herein. Order Schedules shall be effective as of the effective date listed on such Order



Helpjuice Subscription, Support, Service Contract
Prepared for: Company Name

Schedule. Company may terminate this Agreement or any Order Schedule, with or without cause, upon providing thirty (30) days 'written notice to Vendor. In the event that an individual Order Schedule is terminated, such termination shall only apply to the services covered by such Order Schedule without terminating any other Order Schedules in place or this Agreement. In the event that this Agreement is terminated, all Order Schedules applying to this Agreement shall be automatically terminated.

This Agreement or any Order Schedules may also be terminated for any of the following reasons:

- (a) Service Failure. In the event Vendor fails to perform work in a quality manner consistent with and in conformity with the services described in an applicable Order Schedule, Company shall contact the Vendor's representative and describe the problem and the reason(s) for Company's dissatisfaction. If Company remains dissatisfied with Vendor's service, it shall have the right to terminate any Order Schedule or this Agreement with ten (10) days' written notice to Vendor.
- (b) Material Breach. In the event of a material breach of this Agreement (including, but not limited to, Vendor's violation of laws or Company's security policies), Company shall have the right to immediately terminate any Order Schedule or the Agreement.
- (c) If Company terminates this Agreement or and applicable Order Schedule pursuant to 4(a) or(b) above, Vendor shall refund a prorated portion of Company's pre-paid fees.

- 5. Independent Vendor.** Vendor shall at all times be an independent Vendor and shall under no circumstances be considered an employee of Company. Vendor agrees that all of its employees performing work on Company's premises shall fully abide by Company's rules of conduct and that Vendor shall be solely responsible for the actions of its employees and the work performed hereunder. Vendor shall have the exclusive right to hire, fire and manage all of Vendor's employees working on Company's premises. Vendor agrees to assume all risk of loss or damage to any equipment and supplies stored on Company's premises, notwithstanding any claims of permission, negligence or wrongdoing on the part of Company.
- 6. Security.** Notwithstanding the above section, Company shall have the absolute right to refuse admittance to, or to require the removal of any of Vendor's employees who, in Company's sole opinion, present security risks, engage in unsafe work practices, present behavioral issues or are for any other reason unacceptable to Company. Company reserves the right to require that Vendor's employees meet certain background and security requirements to meet Company's internal security requirements or those of its companys.
- 7. Return of Company Property.** Upon termination of this Agreement, Vendor agrees to deliver to Company any Company property, including all Confidential Information, such as company lists, product and process formulations and information, marketing and pricing information, research, instruction sheets, drawings, manuals, letters, notes, notebooks, reports, and copies thereof, which are under Vendor's control.
- 8. Confidentiality.** Vendor acknowledges that during the course of its duties hereunder, it may be exposed to confidential or proprietary information of Company. Vendor therefore agrees that on behalf of itself and its employees, it will not reveal, in any manner, any information regarding Company that it acquires, directly or indirectly, as a result of the performance of its services hereunder and that it will take all necessary precautions to prevent any such disclosure.*see below



Helpjuice Subscription, Support, Service Contract
Prepared for: Company Name

- 9. Property Rights.** To the extent any services provided by Vendor are related to intellectual property, the following additional terms apply:
- (a) Vendor warrants that it validly owns or has licensed (as applicable) all rights to patents, trademarks, copyrights, trade secrets, and other intellectual property and proprietary rights, including all necessary software, patent, and copyright licenses, necessary for the performance of the services to be rendered hereunder and the same are not subject to any royalties, use or distribution fees, claims, liens, restrictions, or other limitations or rights of any third party. Vendor shall indemnify, defend and hold harmless Company from and against liabilities arising from the breach of such warranty or claims of infringement by third parties against Company.
 - (b) Vendor agrees that any inventions, works of authorship or other intellectual property, including, but not limited to, source code and documentation, conceived, developed, originated, fixed or reduced to practice by Vendor or under Vendor's direction during Vendor's assignment to Company ("**Work Product**") shall be the sole and complete property of Company, whether as a work made for hire or otherwise. Vendor hereby assigns and conveys Vendor's entire right, title and interest to any and all resulting copyrights, patents and trade secrets to Company and will reasonably cooperate with Company in Company's establishment of such ownership rights. In the event that Vendor has any such rights, they cannot be assigned or waived.
- 10. Assignment Prohibited.** This Agreement shall not be assigned without the prior written approval of the parties to this Agreement. However, each party may, upon notice to the other party, assign this Agreement, in whole or in part, to any Subsidiary or any entity resulting from the sale, combination or transfer of all or substantially all of the assets or capital stock, or from any other corporate form of reorganization by or of the assigning party.
- 11. Entire Agreement.** This Agreement contains the entire agreement between the parties regarding the subject matter hereof. All prior negotiations between the parties are merged in this Agreement and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written agreement signed by authorized representatives of both parties. In the event of a conflict between the terms contained within the body of this Agreement and any Order Schedule(s) or attachments hereto, the terms of the body of this Agreement shall control.
- 12. Notices.** All notices, requests, demands and other communications required or necessary hereunder shall be in writing and either: (1) mailed with postage prepaid; or (2) sent by an overnight delivery service to the attention of the applicable undersigned party at the address for such party listed above.
- 13. Authority to Contract.** Each party represents and warrants that (i) it has full corporate power and authority to enter into and perform this Agreement, and (ii) this Agreement has been duly executed and delivered by a duly authorized representative of the party, and constitutes a valid and legally binding obligation enforceable against the party in shall inure to and be binding upon the successors and representatives of the parties. This Agreement: (i) in accordance with its terms.



Helpjuice Subscription, Support, Service Contract
Prepared for: Company Name

14. Miscellaneous. This Agreement institutes the entire agreement of the parties; (ii) may not be modified or amended, except by a writing signed on behalf of both parties; (iii) may be executed in any number of counterparts, each of which shall be an original; (iv) shall supersede any terms contained on any purchase orders issued by the parties; and (v) faxed copies of signatures will be considered an acceptable means of execution of the documents. Neither party shall use the name or marks of the other party or refer to or identify the other party in advertising or publicity releases, promotional or marketing correspondence to others without first securing the written consent of such other party. In all respects this Agreement shall be governed by the substantive laws of the State of Delaware without regard to conflict of law principles. In the event Company divests a portion of its business, Company has up to 18 months to use of the services described in the Order Schedule(s), in accordance with the terms of this Agreement, for the divested business without additional charge.

15. Insurance Requirements. Reserved.

16. Warranties. Vendor shall comply with any and all applicable laws and regulations.

17. Indemnity. Vendor shall indemnify, defend and hold harmless Company from any loss, expense, compensation, fine, penalty, liability, damage or cost arising out of or in connection with disclosure, destruction, loss, or misappropriation of Company's data or personal information of Company or its clients.

***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.

Initial
ETH

18. Public Records. Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor 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 Vendor 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 Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure



Helpjuice Subscription, Support, Service Contract
Prepared for: Company Name

requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor 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.

SaaS Services Provided

Helpjuice will provide those SaaS Services described, including:

- **Setup and Configuration.** Helpjuice will implement and configure the SaaS Services as required by Company in order for Company to use, and for Helpjuice to host the SaaS Services as contemplated by the Agreement.
- **Training.** Helpjuice will provide such technical assistance and training as provided in an Order Schedule and/or as the Company may reasonably request. All training services will be at no additional charge unless a fee for such training services is specified in a Order Schedule.
- **Hosting Services.** Hosting Services will be provided from the physical location(s) set forth in an Order Schedule or at such other location(s) as the Parties may agree upon in writing. As Helpjuice's application is built on top of the latest versions of Ruby on Rails, which by default carries highest levels of application security, Helpjuice's platform is built on the backbone of secure protocols. Helpjuice also utilizes the use of Heroku (Salesforce) data architecture, however, all servers are owned by Helpjuice. Use of Heroku allows Helpjuice to scale requests automatically, without the need for human input in order to scale. This allows Helpjuice to provide a great level of uptime, response time, as every aspect of server management is provided by a platform without human input.
- **Updates; Improvements.** Helpjuice will make available to Company (at no additional cost) all Updates, and any documentation for such Updates, to the SaaS Services. Helpjuice will ensure that (i) new features or enhancements to existing features are synchronized with the previous version, and (ii) Updates will not degrade the performance, functionality, or operation of the SaaS Services. Helpjuice will develop and make available to Company all modifications and revisions required for the SaaS Services to operate in compliance with applicable laws.



Helpjuice Subscription, Support, Service Contract
Prepared for: Company Name

Service Level Agreement

While our Uptime has been 99.99% on average since July 2017, our uptime clause is: Helpjuice is to provide a 99.9% uptime to the Company. If Helpjuice's servers are ever down for 8 hours or more in a month, the company is to receive a refund for the amount of one monthly fee.

Technical Support

Helpjuice will make technical support available to Company at no extra charge by e-mail, and voice mail available 24/7. Helpjuice's support Personnel will provide remote assistance for using the SaaS Services and to accept reports of errors. Helpjuice will ensure that each of its Personnel performing support services are experienced and qualified in the use, maintenance and support of the SaaS Services.

Security	Level	Description
- any emergency condition that makes use of any one or more functions of the SaaS Services impossible or significantly impaired and requires an immediate solution that is not already available to the Company. - any condition, other than a Severity Level 1 problem, that makes use of any one or more functions of the SaaS Services difficult, which the Company cannot reasonably circumvent or avoid on a temporary basis without significant time or effort. - any limited problem or condition, other than any Severity Level 1 or 2 problem, that is not critical in that no loss of Company Property occurs and that Company can reasonably circumvent or avoid on a temporary basis without significant time or effort. - a minor condition or documentation error that Company can easily circumvent or avoid, and which is not a Severity Level 1, 2 or 3 problem. New feature suggestions or requests for new functionality in existing SaaS Services are also classified as Severity Level 4.		

Helpjuice will respond to an error, depending on the Severity Level, within the time frames set forth in the chart below, starting from the time Company notifies Helpjuice of the error.

Severity	Response Time	Workaround Time	Resolution Time
Level 1	Within 1 hour	Within 2 hours	Within 4 hours
Level 1	For any downtime, or 500 errors that are causing you to not be		



Helpjuice Subscription, Support, Service Contract
Prepared for: Company Name

Description:	able to use the platform.		
Level 2	Within 4 hours	Within 4 hours	Within 1 day
Level 2 Description:	For errors, or mistakes that you, the user or account owner made, and need assistance with.		
Level 3	Within 1 day	Within 1 day	Within 3 days
Level 3 Description:	For general support inquiries, including questions around the platform, how it works, etc. Nothing that is mission-critical to using your knowledge base.		

• Work Provided and Billing Details

Included in the subscription is:

- 24-7 access to Helpjuice system
- Company Support and Expert Customization - *Expert customization service is subject to service fees. Details on the applicable charges can be found [here](#).*
- Access to all features included in demo/free trial
- Expert Data Migration Service - subject to service fees. (Subscription plan includes 30 hours of free Expert Data Migration; after 30 hours, each additional hour is charged at \$12.)

• Data Ownership

All data is owned by the Company. Company can without the need of contacting Helpjuice export all account data in a CSV format, within minutes. Company does not need to contact Helpjuice support for any exporting of account data, although we provide the service to deliver better company care.

If Helpjuice is to cease operations, Company has full right to data, and data can be exported at any time. Helpjuice can also provide assistance if Company decides to cancel, however, Helpjuice is obliged to provide assistance in migration to other platform in case of Helpjuice acquisition, or forecast of ceasing operations.

• Disclosure & Document validity

Helpjuice discloses this document was last updated, and validated by Eldin Hajric, VP of Company Success, **May 2, 2019**. The validity of this document is indefinite, until Company is no longer paying Company, or Cancels Subscription, or Helpjuice overrides and delivers new document to Company.



Helpjuice Subscription, Support, Service Contract
Prepared for: Company Name

IN WITNESS WHEREOF, the parties set forth below have executed this Agreement as of the latest date signed below (“*Effective Date*”).

Company: Company Name

Vendor, Helpjuice, Inc.

Signature:  _____
Signed by: Janice Mitchell
331988042858A461...

Signature:  _____
Signed by: Eldin Hajric
A8738P011031440...

By: Janice Mitchell _____

By: Eldin Hajric

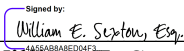
Title: CFO _____

Title: Director Of Company Success

Date: 9/18/2025 _____

Date: 9/9/2025 _____

Approved as to form and Legality:

 _____
Signed by: William E. Sexton, Esq.
1455AB8ABED04F3
William E. Sexton, Esq. City Attorney



Helpjuice Subscription, Support, Service Contract
Prepared for: Company Name

Order Schedule

ORDER SCHEDULE TERM

This order schedule shall be in effect one year commencing from the Effective Date of this agreement. Vendor shall not increase its Total Annual Price (based on the same number of Accounts/Subscriptions) for any renewal period by more than 3%. Payment of fees on an annual basis, are due within 30 days of Company's receipt of a valid invoice.

RIGHTS TO REFUND

Company is eligible for a prorated refund based on the unused portion of annual subscription, provided the request is made within the active subscription period. In addition to that company is eligible for a full refund of the annual subscription fee if the request is submitted within **30 days** of the initial purchase.

For monthly subscription, a full refund of the monthly fee will be issued if the request is submitted within the current billing month at least **5 days** prior to the upcoming monthly renewal date.

Please direct all refund requests to our support team: support@helpjuice.com and/or legal@helpjuice.com - processing times may vary based on individual circumstances.

SERVICE DESCRIPTION

Pursuant to the terms of the Vendor Agreement, Vendor shall provide a cloud based knowledge base software to Company.

Pricing Schedule

Payment methods

- Credit/Debit Card, via Helpjuice.com.
- Bank Wire / ACH. Details may be found in Invoice
- Check : Checks must be mailed to: 2093 PHILADELPHIA PIKE #7202 CLAYMONT, DE 19703



Helpjuice Subscription, Support, Service Contract
Prepared for: Company Name

UNITED STATES

Proposal quote (Unlimited Subscription Plan)			
	Number of users	Unlimited	
	Product Features Included	(Included) Features available in Trialing Account include: ● Advanced Analytics ● Internal & External Account ● WYSIWYG Editor ● Internal & External Knowledge Base ● Advanced Privacy Settings ● Custom URLs ● Instant Import / Export ● Advanced Customization ● Free Access to Theme Library ● HTTPS SSL ● Translations- <i>may incur additional fees, more details can be found here.</i> ● Content Segmentation ● Visual Customization Editor	

**Helpjuice**

Helpjuice Subscription, Support, Service Contract
Prepared for: Company Name

		● <i>LDAP</i> ● <i>Amazing 24/5 live support</i> ● <i>Expert customization (Knowledge base customizable to endless capabilities).</i> <i>Expert customization is subject to service fees. Details on the applicable charges can be found here.</i> ● <i>Expert Data Migration Service - subject to service fees. (Subscription plan includes 30 hours of free Expert Data Migration; after 30 hours, each additional hour is charged at \$12.)</i>	
	Monthly price	<i>USD\$659.00 /month</i>	
	Annual Price (10% annual discount)	<i>\$7,117.20/year as discounted</i>	



Helpjuice Subscription, Support, Service Contract
Prepared for: Company Name

Discounts

The following discounts have been applied to price for the Company. That is, the price listed above.

Payments made annually **10%** Discount. *The pricing shown in the tables above already factor in the 10% annual discount.*

Company: City of Ocala

Vendor: Helpjuice, Inc.

Signature:  _____
Signed by: Janice Mitchell
5519864385844E1...

Signature:  _____
Signed by: Eldin Hajric
A6788F011051440...

By: Janice Mitchell

By: Eldin Hajric

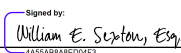
Title: CFO

Title: Director Of Company Success

Date: 9/18/2025

Date: 9/9/2025

Approved as to form and Legality:

 _____
Signed by: William E. Sexton, Esq.
A25A8B8E0D4E3...
William E. Sexton, Esq. City Attorney

Certificate Of Completion

Envelope Id: B066B319-DB04-487F-A88E-FA603AD30D9F

Subject: SIGNATURE: Helpjuice Subscription, Support, Service Working Agreement (CSO/250980)

Source Envelope:

Document Pages: 12

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Completed

Envelope Originator:

Porsha Ullrich

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

9/9/2025 2:36:10 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Porsha Ullrich

pullrich@ocalafl.gov

Pool: StateLocal

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Location: Docusign

Signer Events

Eldin Hajric

legal@helpjuice.com

Security Level: Email, Account Authentication (None)

Signature

Signed by:

Eldin Hajric
AEF88F01105140...

Signature Adoption: Pre-selected Style

Using IP Address: 213.91.120.61

Timestamp

Sent: 9/9/2025 2:42:00 PM

Viewed: 9/9/2025 4:07:54 PM

Signed: 9/9/2025 4:12:42 PM

Electronic Record and Signature Disclosure:

Accepted: 9/9/2025 4:07:54 PM

ID: d00b4a77-aa49-434a-8e60-75e1105c6970

William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication (None)

Signed by:

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

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 9/9/2025 4:12:44 PM

Viewed: 9/17/2025 5:55:11 PM

Signed: 9/17/2025 6:04:49 PM

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM

ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Janice Mitchell

jmitchell@ocalafl.org

CFO

City of Ocala

Security Level: Email, Account Authentication (None)

Signed by:

Janice Mitchell
55198B43858A4E1...

Signature Adoption: Pre-selected Style

Using IP Address: 97.71.199.131

Sent: 9/17/2025 6:04:51 PM

Viewed: 9/18/2025 10:49:31 AM

Signed: 9/18/2025 10:50:07 AM

Electronic Record and Signature Disclosure:

Accepted: 9/18/2025 10:49:31 AM

ID: 15ec0ef0-e11f-4bae-944a-c5ee0fc0f098

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events		
Peter Brill pbrill@ocalafl.gov Finance Director Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/18/2025 10:50:08 AM Viewed: 9/18/2025 10:51:24 AM
Marcella Hughes mhughes@ocalafl.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/18/2025 10:50:09 AM
Witness Events		
Notary Events		
Envelope Summary Events		
Envelope Sent	Hashed/Encrypted	9/9/2025 2:42:00 PM
Envelope Updated	Security Checked	9/17/2025 3:57:38 PM
Envelope Updated	Security Checked	9/17/2025 3:57:38 PM
Certified Delivered	Security Checked	9/18/2025 10:49:31 AM
Signing Complete	Security Checked	9/18/2025 10:50:07 AM
Completed	Security Checked	9/18/2025 10:50:09 AM
Payment Events		
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.