

This Order, designated as Order No. 31619 (this "Order") is entered into as of the date of the last signature (the "**Order Effective Date**"), by and between JustFOIA and Client.

- A. No amendment or modification to this Order will be valid unless set forth in writing and formally approved by authorized representatives of both parties.
- B. No change order, notice, direction, authorization, notification, or request will be binding upon Client or JustFOIA, nor will such change be the basis for any claim for additional compensation by JustFOIA, until Client and JustFOIA have agreed in writing to such change, or to execute a new order, as appropriate.
- C. Unless provided to the contrary in this Order, to the extent there are any conflicts or inconsistencies between this Order and a Client purchase order, the provisions of this Order shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.
- D. This Order may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the parties with the same effect as if all the signatures were upon the same instrument. The counterparts may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.
- E. This Order, and any claim dispute or controversy hereunder (a "Dispute"), will be governed by the laws of the state where Client is located, in each case without giving effect to any principles of conflicts of laws. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.
- F. This Order is subject to the Assumptions, Terms & Conditions set forth below.
- G. This, and the preceding Sections of this Order shall survive after termination or expiration of the same.

*[remainder of page intentionally left blank]*

**CONTRACT# CCO/200855**

IN WITNESS WHEREOF, the parties hereto have caused this Order to be executed by their respective duly authorized representatives, evidenced by their signatures below, as of the Order Effective Date.

**JustFOIA, Inc. ("JustFOIA")**

DocuSigned by:  
Signed: Larry Davidson  
AB133C6DA4E2421...  
Name: Larry Davidson

Title: General Manager

Date: 6/2/2024

**CITY OF OCALA ("Client")**

DocuSigned by:  
Signed: Peter Lee  
5BB28E162F2E4C2...  
Name: Peter Lee

Title: City Manager

Date: 5/29/2024

110 SE WATULA AVENUE

OCALA, FL 34471

Approved as to form and legality:

DocuSigned by:  
William E. Sexton  
B07DCFC4E86E429...  
William E. Sexton  
City Attorney

## PRICING



Client Name: City of Ocala

Quote Date: May 07, 2024

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

Quote Number: 31619

Subscription Period Start Date: Date of Contract Execution

Quote Type: Platform Upgrade

Subscription Period End Date: 12 Months from Date of  
Contract Execution

| Product Description:  | Qty. | Unit Cost  | Total      |
|---|------|------------|------------|
| <b><u>JustFOIA ANNUAL RECURRING SERVICES</u></b>  |      |            |            |
| <input checked="" type="checkbox"/> JustFOIA Pro Plus: Up to 400,000 Population   | 1    | \$9,835.00 | \$9,835.00 |
| <input checked="" type="checkbox"/> Single Sign-On (SSO)  | 1    | Included   | Included   |
| <input checked="" type="checkbox"/> Any & All Document Management   | 1    | Included   | Included   |
| <input checked="" type="checkbox"/> Unlimited Admins, Power Users & General Users   | 1    | Included   | Included   |
| <input checked="" type="checkbox"/> Unlimited Storage   | 1    | Included   | Included   |
| <b><u>JustFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION</u></b>  |      |            |            |
| <input checked="" type="checkbox"/> JustFOIA Administration Assistance  | 1    | \$1,386.00 | \$1,386.00 |
| <i>Up to 10 hours of JustFOIA staff to be used for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.</i> |      |            |            |

**SUBTOTAL - RECURRING ANNUAL SERVICES****\$11,221.00**

| Service Description:  | Qty. | Unit Cost | Total    |
|---|------|-----------|----------|
| <b><u>JustFOIA SERVICE PACKAGES</u></b>   |      |           |          |
| <input checked="" type="checkbox"/> Single Sign-On Configuration                | 1    | Included  | Included |
| <input checked="" type="checkbox"/> Any & All Document Management Configuration | 1    | Included  | Included |
| <input checked="" type="checkbox"/> Standard to Pro Upgrade Package             | 1    | \$750.00  | \$750.00 |

**SUBTOTAL - ONE-TIME SERVICES****\$750.00****EXISTING JustFOIA ANNUAL SUBSCRIPTION**

|   |    |
|---|----|
| <input checked="" type="checkbox"/> JustFOIA Subscription City Tier 3: 30,000-70,000 Population | -1 |
| <input checked="" type="checkbox"/> Training Center for JustFOIA                                | -1 |
| <input checked="" type="checkbox"/> Active Directory  | -1 |
| <input checked="" type="checkbox"/> JustFOIA Subscription Credit Proration                      | 1  |

SUBTOTAL - EXISTING JustFOIA ANNUAL SUBSCRIPTION CREDIT

(\$6,806.69)

YEAR 1 ORDER COST

\$5,164.31

**This is NOT an invoice. Please use this confirmation to initiate your purchasing process.**

## RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the “**Solution**”).

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

## SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

## TERM

Either party may terminate this Order upon any of the following:

- (a) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or
- (b) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a “**Bankruptcy Event**”), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or
- (e) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an “**Event of Non-appropriation**”). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

## BILLING TERMS

### BILLING

JustFOIA will invoice Client as follows:

| Product/Service Description | Timing of Billing   |
|-----------------------------|---|
| <b>Recurring Services</b>   | <ul style="list-style-type: none"><li>▪ <b>Platform Change:</b> Within 30 days of receipt of Order.</li><li>▪ <b>Annual Renewal:</b> 75 days in advance of expiration date.</li></ul> |
| <b>One-Time Services</b>    | Upon delivery completion and Client acceptance.   |

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

### PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

# WHAT'S INCLUDED WITH JustFOIA PRO PLUS?

| FEATURES & SERVICES  | Standard      | Pro Plus  |
|--|---------------|-----------|
| <b>Security &amp; Compliance</b>   |               |           |
| SOC 2 Certified Organization Partner   | ✓             | ✓         |
| Annual Employee Certified CJIS & HIPAA Training  | ✓             | ✓         |
| ADA/Section 508 Compliant  | ✓             | ✓         |
| CJIS ACE Seal of Compliance  | ✓             | ✓         |
| Secure Hosting on Microsoft Azure Government Cloud   | ✓             | ✓         |
| Texas Risk and Authorization Management (TX-RAMP) Certified Cloud Product  | ✓             | ✓         |
| System Updates   | ✓             | ✓         |
| Single Sign-On (SSO)   | +             | ✓+        |
| <b>Data Storage &amp; Users</b>  |               |           |
| Standard Data Storage  | 500 GB        | Unlimited |
| Unlimited Administrators, Power Users, General Users, & Viewers  | ✓             | ✓         |
| <b>Requester Experience</b>  |               |           |
| One (1) Configurable Public Portal for Requesters to Submit & Track Requests   | ✓             | ✓         |
| Search Archive to Allow Requesters to Search Previous Requests   | ✓             | ✓         |
| Dynamic Form Fields (e.g., conditional fields or messages)   | Not Available | ✓         |
| <b>User Experience</b>   |               |           |
| Retention Schedules  | ✓             | ✓         |
| Configurable Workflow for User(s)/Department(s) to Work Concurrently   | ✓             | ✓         |
| DirectRoute Workflow   | +             | +         |
| Notifications, Reminders & Alerts  | ✓             | ✓         |
| In-App Internal & External (Requester) Communication Tools   | ✓             | ✓         |
| In-App Redaction with Auto-Redaction (Unlimited Users)   | ✓             | ✓         |
| Unlimited File Size in Release to Requester  | ✓             | ✓         |
| Any & All Document Management with .PST File Extraction, Response Doc Folder Organization, In-App Document Viewer & Batch Auto-Redaction | Not Available | ✓         |
| Time & Materials Tracking  | ✓             | ✓         |
| Invoicing Module   | ✓             | ✓         |
| Payment Portal for Credit Card Processing  | +             | ✓+        |
| Laserfiche Integration for Importing/Exporting Files   | +             | +         |
| Reporting Dashboard  | ✓             | ✓         |
| Standard & Custom Reports through Advanced Reporting   | Not Available | ✓         |
| <b>Training/Onboarding</b>   |               |           |
| Dedicated Project Lead   | ✓             | ✓         |
| Live, Remote Administrator & Power User Training   | ✓             | ✓         |
| Live, Onsite Administrator & Power User Training   | +             | +         |
| 24/7/365 Training Center LMS with Client-Specific & General Trainings & Videos   | ✓             | ✓         |
| <b>Client Service &amp; Support</b>  |               |           |
| Live Technical Support from 8 a.m. to 8 p.m. Eastern   | ✓             | ✓         |
| Dedicated Client Success Specialist  | ✓             | ✓         |
| Monthly Webinars   | ✓             | ✓         |
| JustFOIA Administration Assistance Hours   | +             | +         |

✓ Included + Optional ✓ + Client choice of SSO or Payment Portal Included (Also available as an Optional Add-on)

## TECHNICAL & SUPPLEMENTAL SUPPORT

To support your journey, it's important to have a plan should issues or needs arise.

### **Technical Support**

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the Training center for JustFOIA.

### **Administration Assistance**

JustFOIA's supplemental support package, Administration Assistance, covers ongoing consultation, training, and configuration services. You receive a 10% discount off JustFOIA's Support Technician hourly rate when purchasing in advance this block of hours, which will expire on the same date as the Subscription Period End Date.

With JustFOIA Administration Assistance, our stellar support team can be available for the following:

#### **ENHANCED KNOWLEDGE**

You'll have access to our team of more knowledgeable support technicians.

#### **ADDITIONAL TRAINING**

Additional web-based training is conducted to train new users or as refresher training for existing users.

#### **SYSTEM CONSULTATION**

JustFOIA offers best practices consultation that includes recommendations for adding additional departments, statuses, email templates, etc.

#### **CONFIGURATION SERVICES**

Configuration services for request form(s), associated workflow(s), email templates, dynamic form fields, and more.

#### **MAINTENANCE SERVICES**

For clients with a DirectRoute Workflow, we will make minor adjustments such as changes in the routing individual to maintain your DirectRoute Workflow.

| DESCRIPTION OF SUPPORT LEVELS*   | Technical Support | Administration Assistance |
|--|-------------------|---------------------------|
| ▪ Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e. error codes, bug fixes, etc.) & basic Q&A support | ✓                 | ✓                         |
| ▪ Remote access support through web meeting  | ✓                 | ✓                         |
| ▪ Automatic product version updates, security updates, and hotfixes  | ✓                 | ✓                         |
| ▪ Customized Training Center for JustFOIA LMS  | ✓                 | ✓                         |
| ▪ Access to higher-level support technicians with enhanced knowledge   |                   | ✓                         |
| ▪ Additional Web-Based Training for New/Existing Users   |                   | ✓                         |
| ▪ Annual System Review (upon Client request)   |                   | ✓                         |
| ▪ Additional System Settings Consultation  |                   | ✓                         |
| ▪ Assistance with updating Public Portal components  |                   | ✓                         |
| ▪ Configuration of dynamic form fields   |                   | ✓                         |
| ▪ Creation of new forms/updating of existing forms   |                   | ✓                         |
| ▪ Configuration of workflow settings, including new and adjustments  |                   | ✓                         |
| ▪ Adjustments to user-created and/or system-generated email templates  |                   | ✓                         |
| ▪ Maintenance of DirectRoute workflows   |                   | ✓                         |

**\*Hours:** JustFOIA allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed with the hours available. The creation of DirectRoute Workflows is not included in Administration Assistance.

# SERVICE PACKAGES

## GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

## STANDARD TO PRO UPGRADE PACKAGE

### CLIENT TASKS & DELIVERABLES

- Complete JustFOIA Training Center training course(s)
- Attend remote JustFOIA Pro System Training and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner
- Provide desired form changes based on increased platform functionality
- Determine platform switchover date

### JustFOIA TASKS & DELIVERABLES

- Configure system with In-App Redaction (if necessary)
- Set up Client with Training Center accounts (if necessary)
- Enroll Client in necessary Training Center courses
- Configure system with Advanced Reporting
- Configure system with Responsive Forms
- Upgrade Client forms (if necessary)
- Set new Data Storage Limit
- Conduct remote JustFOIA Pro System Training (1 hour); recording made available in Training Center



## ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

### CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

### JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

## PAYMENT PORTAL CONFIGURATION

### CLIENT TASKS & DELIVERABLES

- Review [Payment Portal Guide](#)
- Set up an account with a valid Payment Processor (JetPay/NCR, NIC, PayPal or Authorize.net)\*  
*\*Recommended that merchant account application be completed at the time of JustFOIA contract execution to avoid project delays.*
- Supply necessary credentials from Payment Processor. Examples include:
  - Client Key
  - Web Key
  - API Identifier
  - Payment Type Name
  - Allowed Payment Method
- Participate in testing process

### JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure and implement Payment Portal

# ASSUMPTIONS, TERMS & CONDITIONS

THESE ASSUMPTIONS, TERMS AND CONDITIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.

THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

## 1. WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

### (a) JustFOIA Warranties

JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA's knowledge, Client's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

### (b) Client Warranties

Client warrants that JustFOIA's use of Client data and/or any other item provided by Client, in accordance with the Order, will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

## 2. LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

## 3. CLIENT RESPONSIBILITIES

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

## 4. ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only upload public and non-confidential data to the Solution.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

## 5. INFORMATION & PRIVACY

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Assumptions, Terms & Conditions do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

## 6. INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in JustFOIA's privacy policy.

The parties acknowledge that in the course of the relationship between Client and JustFOIA, each may receive Confidential Information (as defined below) of the other party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance of the applicable party's obligations. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by the Order. All JustFOIA personnel assigned by JustFOIA to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a party disclosed to the other party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the party receiving the information (the "**Recipient**") prior to the time of disclosure by the other party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of the Order, these Assumptions, Terms & Conditions or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third-party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of the Order for a period of three (3) years thereafter.

## 7. INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title, or interest. Except the license grant herein, all rights to the Solution and all services surrounding the same are and remain with JustFOIA. Client shall retain a non-exclusive, royalty-free,

world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

## 8. ACCOUNT SECURITY

Client is responsible for safeguarding the passwords that are used to access the Solution and agrees not to disclose passwords to any third-party. Client is responsible for any activity using its account, whether or not it authorized that activity. Client will immediately notify JustFOIA of any unauthorized use of Client's account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client's responsibility to use a secure network to communicate with the Solution.

## 9. DATA RETENTION & ACCESS

JustFOIA will retain Client's information for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client's information to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, JustFOIA will try to delete Client's information quickly upon request. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server's files that Client has in common with other users. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment.

## 10. NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

### (a) Acquisition of Non-JustFOIA Products and Services

JustFOIA or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

### (b) Non-JustFOIA Applications and Client information

If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Client agrees to hold JustFOIA harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any

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damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

### (c) Integration with Non-JustFOIA Services

The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize .net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

## 11. INDEMNIFICATION & LIMITATION OF LIABILITY

### (a) General Indemnification

JustFOIA shall indemnify, defend, and hold the Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third-party claims, demands, suits, or proceedings ("Claims") to the extent caused by JustFOIA and related to bodily injury or tangible property damage arising out of JustFOIA's performance within the scope of its responsibilities under the Order.

### (b) Intellectual Property Indemnification

JustFOIA shall defend, indemnify, and hold Client harmless against loss, damage or costs (including reasonable attorneys' fees) in connection with third-party claims, demands, suits, or proceedings against the Customer ("Claims") to the extent caused by JustFOIA, alleging that the use of the Solution, as provided to Client under the applicable Order hereto and used in accordance with the Order and relevant documentation, infringes any third-party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, JustFOIA shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by a party other than JustFOIA, or (z) arises from use of the Solution in combination with any other product or service not provided or approved in writing by JustFOIA. If Client is enjoined from using the Solution, or JustFOIA reasonably believes that Client will be so enjoined, JustFOIA shall have the right, at its sole option, to obtain for Client the right to continue use of the Solution or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to JustFOIA, then the Order and/or applicable addendum may be terminated at either party's option, and JustFOIA's sole liability shall be subject to the limitation of liability provided in this Section.

### (c) Limitation of Liability

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE; AND (ii) EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH THE ORDER, THE SERVICES, DELIVERABLES AND/OR SOLUTION PROVIDED, OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOLUTION, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO JUSTFOIA BY CLIENT UNDER THE APPLICABLE ORDER OR ADDENDUM, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

The parties acknowledge that the limitation of warranties and liabilities as set out in this Order are an essential basis of this Order between the parties and that the prices agreed to be paid by Client for Solution reflect these limitations.

## 12. INSURANCE

During the term of this Order, JustFOIA shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

JustFOIA, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. JustFOIA represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

## 13. POLITICAL CAMPAIGNS

During the term of this Agreement, JustFOIA or any employee or associate (as defined in City of Ocala Resolution No. 64-2002) of JustFOIA, shall not be involved in any political campaign for City of Ocala elective office nor make any financial contribution to any such campaign; provided however, no employee of JustFOIA shall be subject to this provision unless such employee is acting on behalf, or at the direction, of JustFOIA or of an associate.

## 14. SCRUTINIZED COMPANIES

A. Pursuant to Section 287.135, Florida Statutes, JustFOIA is ineligible to enter into, or renew, this Agreement if JustFOIA is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

B. By entering into this Agreement, JustFOIA certifies that JustFOIA is not on the Scrutinized Companies that Boycott Israel List, and that JustFOIA is not engaged in a boycott of Israel.

C. JustFOIA shall notify the Client if, at any time during the term of this Agreement, JustFOIA is placed on the Scrutinized Companies that Boycott Israel List, or that JustFOIA is engaged in a boycott of Israel. Such notification shall be in writing and provided by JustFOIA to the CITY within ten (10) days of the date of such occurrence.

D. In the event the Client determines, using credible information available to the public, that JustFOIA has submitted a false certification or JustFOIA is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Client may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against JustFOIA, pursuant to Section 287.135, Florida Statutes. In addition, the Client may pursue any and all other legal remedies against JustFOIA.

E. JustFOIA shall not seek damages, fees, or costs against the Client in the event the Client terminates the Agreement pursuant to this provision.

## 15. PUBLIC RECORDS

A. The City of Ocala is a public agency subject to Chapter 119, Florida Statutes. This Contract requires CONTRACTOR to provide services, and therefore CONTRACTOR shall comply with Section 119.0701, Florida Statutes. Specifically, CONTRACTOR shall:

## CONTRACT# CCO/200855

1. Keep and maintain all public records related to the performance of the services.

2. Upon request from the CITY's custodian of public records, provide the CITY 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 that provided in chapter 119, Florida Statutes, or as otherwise provided by law.

3. 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.

4. Upon completion or other termination of the Contract, keep and maintain the public records required by the CITY to perform the services. CONTRACTOR shall meet all applicable requirements for retaining public records set out in Florida law.

5. In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the CITY all records that were stored electronically by CONTRACTOR, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

B. The failure of CONTRACTOR to comply with the provisions set forth in this Article, or to comply with the CITY's request for records, shall constitute a default and breach of this Contract, and the CITY shall, in its discretion, pursue any and all remedies against CONTRACTOR provided for under this Contract or at law.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-629-8266 , [CLERK@OCALAFL.GOV](mailto:CLERK@OCALAFL.GOV) , CITY HALL, CITY CLERK, 110 SE Watula Ave, Ocala, FL 34471 .

## 16. PUBLIC ENTITY CRIMES

By its execution of this Contract, CONTRACTOR acknowledges that it has been informed by CITY of, and is in compliance with, the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold

amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

## 17. DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

## 18. E-VERIFY

By entering into this Contract, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021) and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination. Should CONTRACTOR violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the CITY as a result of the termination of the Contract.

## 19. FOREIGN GIFTS AND CONTRACTS

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, CONTRACTOR shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. CONTRACTOR represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to CITY before execution of this CONTRACT, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this CONTRACT.

## 20. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the City from entering in to a contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

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Upon submitting its Proposal, Proposer shall certify compliance with section 287.138, Florida Statutes, by executing the Proposer Certification regarding Entities of Foreign Countries of Concern, which is included in Attachment C, RFP Forms and Certificates. The City reserves the right to terminate any agreement in which a Proposer provides a false certification or otherwise violates Section 287.138, Florida Statutes.

## 21. GOVERNMENT PROVISIONS

The provisions below are applicable only if Client is a city, state, or other governmental entity and then only to the extent required by laws rules and regulations applicable to such entity.

### (a) Compliance with Laws

To the extent applicable to the parties each party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Solution and the performance of the Order.

### (b) Equal Opportunity

To the extent applicable to the parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

### (c) Excluded Parties List

To the extent required by law, JustFOIA agrees to immediately report to Client if a JustFOIA employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

### (d) Boycotts

JustFOIA is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

### (e) E-Verify

JustFOIA uses E-Verify to verify the work authorization of all newly hired employees.

## 22. MISCELLANEOUS

### (a) Force Majeure

If either of the parties hereto are delayed or prevented from fulfilling any of its obligations under the Order by force majeure, said parties shall not be liable under the Order for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials, or facilities.

### (b) Audit Rights

With reasonable notice and at a convenient location, Client will have the right to audit JustFOIA's records to verify that JustFOIA's invoicing to Client is correct.

In addition, should any of Client's regulators legally require access to audit JustFOIA records, JustFOIA will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be JustFOIA Confidential Information.

Client shall bear all costs associated with audits.

### (c) Assignment

Neither party may assign or otherwise transfer any of its rights, duties, or obligations under the Order without the prior written consent of the other party. Either party, however, without any requirement for prior consent by the other, may assign the Order and its rights hereunder to any entity who



succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such party, if the succeeding party or entity agrees in writing to assume and be bound by all of the obligations of such party under the Order. The Order shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and permitted assignees.

**(d)      Publicity**

JustFOIA may use the name of Client, the existence of this Order and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information.

**(e)      Provisions Severable**

If any provision in the Order is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from the Order and the remaining provisions will continue in full force.

**(f)      Relationship of Parties**

JustFOIA's relationship to the Client is solely that of an independent contractor and nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Order.

**(g)      Payment**

Once payment has been received, no refunds for Recurring Services (Annual Subscriptions) are available.

**(h)      Notices**

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

JustFOIA, Inc.  
3717 Apalachee Parkway, Suite 201  
Tallahassee, FL 32311  
Attn: Legal Department  
Email: [legal@justfoia.com](mailto:legal@justfoia.com)

**Certificate Of Completion**

Envelope Id: 47B933566FE44BFBA5B2CCCD23547CF2

Status: Completed

Subject: SIGNATURE - REVISED AND UPDATED QUOTE - JustFOIA Platform Upgrade (CCO/200855)

Source Envelope:

Document Pages: 14

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelope Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

**Record Tracking**

Status: Original

Holder: Patricia Lewis

Location: DocuSign

5/28/2024 12:55:44 PM

plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement &amp; Contracting

Location: DocuSign

**Signer Events**

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



B07DCFC4E86E429...

**Timestamp**

Sent: 5/28/2024 4:00:02 PM

Viewed: 5/29/2024 9:51:30 AM

Signed: 5/29/2024 10:04:20 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Peter Lee

plee@ocalafl.org

City Manager

City of Ocala

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



5BB28E162F2E4C2...

Sent: 5/29/2024 10:04:22 AM

Viewed: 5/29/2024 10:09:43 AM

Signed: 5/29/2024 10:10:00 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Larry Davidson

ldavidson@justfoia.com

General Manager

JustFOIA Inc.

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



AB133C6DA4E2421...

Sent: 5/29/2024 10:10:03 AM

Viewed: 6/2/2024 3:31:54 PM

Signed: 6/2/2024 3:34:28 PM

Signature Adoption: Pre-selected Style

Using IP Address: 217.180.196.73

**Electronic Record and Signature Disclosure:**

Accepted: 6/2/2024 3:31:54 PM

ID: 80099081-5b2c-4911-82d0-9f0692fca7d5

**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  |
|---|------------------|--|
| <b>Carbon Copy Events</b><br><br>Bryan Price<br>bprice@justfoia.com<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 5/18/2024 8:48:21 PM<br>ID: b6dd9bda-308b-4e43-b394-bb650787974e | Status           | Timestamp  |
|   | COPIED           | Sent: 5/29/2024 10:10:02 AM<br>Viewed: 5/29/2024 10:12:11 AM |
|   |                  |  |
|   |                  |  |
| Witness Events  | Signature        | Timestamp  |
| Notary Events   | Signature        | Timestamp  |
| Envelope Summary Events   | Status           | Timestamps   |
| Envelope Sent   | Hashed/Encrypted | 5/28/2024 4:00:03 PM   |
| Certified Delivered   | Security Checked | 6/2/2024 3:31:54 PM  |
| Signing Complete  | Security Checked | 6/2/2024 3:34:28 PM  |
| Completed   | Security Checked | 6/2/2024 3:34:28 PM  |
| Payment Events  | Status           | Timestamps   |
| Electronic Record and Signature Disclosure  |                  |  |



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

### **How to contact City of Ocala - Procurement & Contracting:**

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

To contact us by email send messages to: [contracts@ocalafl.org](mailto:contracts@ocalafl.org)

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

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

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

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

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

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

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [contracts@ocalafl.org](mailto: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.