



## EVerse™ MASTER AGREEMENT

**THIS EVerse MASTER AGREEMENT ("Agreement")** is by and between **GILBARCO INC.**, a Delaware corporation, located at 7300 West Friendly Avenue, Greensboro, NC 27410 ("**Gilbarco**") and the City of Ocala, located at 110 SE Watula Avenue Ocala, FL 34471 ("**Customer**") and is effective as of the Effective Date below.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**I. Services & Pricing:** This Agreement includes the EVerse Services for the Charger Ports listed in **Exhibit C**. The fees set forth in Exhibit C will be invoiced per Exhibit D until terminated in accordance with Section II.

**II. Term:** This Agreement shall be effective as of the Effective Date as noted in the signature block below and shall continue for a period of one (1) year ("**Initial Term**"), unless earlier terminated as provided in the Terms and Conditions. The Initial Term will be automatically extended for successive one (1) year periods (each a "**Renewal Term**"), unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then current term (the Initial Term and all Renewal terms are collectively the "**Term**"). The right to use the EVerse Service shall begin on the Effective Date and will continue for the one-year period thereafter ("**Subscription Term**") and each Subscription Term will auto-renew unless a party provides a notice of non-renewal at least thirty (30) days prior to the expiration of the then current Subscription Term.

**III. Entire Agreement and Amendments:** This Agreement, together with its Exhibits specifically referenced in this Agreement, constitutes the entire agreement between the parties hereto and supersedes all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No agreement or understanding varying or expanding this Agreement will be binding upon either party hereto unless it is in writing and signed by a duly authorized representative thereof, save for referenced items 1 and 2 below that can be amended by Gilbarco upon notification to Customer. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute the same instrument. This Agreement may also be executed and delivered by electronic transmission, and any such counterpart shall be deemed an original. This EVerse Agreement is executed subject to the following, the terms of which are incorporate by reference:

1. EVerse Site Host Terms of Use.

**IV. EXHIBITS:**

- A) Terms and Conditions of Sale
- B) Description of EVerse Services
- C) Charger Port Locations and Pricing
- D) Customer Billing Information
- E) EVerse Change Request Forms
  - i. E-1: Remove Charger Ports from EVerse Service
  - ii. E-2: Add Charger Ports to EVerse Service

**V. TRIAL USE TERMS AND CONDITIONS:** If Gilbarco makes the EVerse Service available to Customer on a trial basis free of charge as indicated in Exhibit C, Customer acknowledges and agrees the EVerse Service IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY OR LIABILITY TO GILBARCO DURING THE TRIAL USE.

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be executed, in duplicate, by its duly authorized representative. The individual executing below on behalf of each party warrants that they are an authorized representative of such party, and has the ability to bind such party to the terms of this Agreement. Neither party is bound by the terms of this Agreement until its authorized representative has executed this Agreement in the signature block provided below.

**Customer: City of Ocala**

DocuSigned by:

By (Signature):

*Ken Whitehead*

Name (Printed):

5677F71E38874F4...  
Ken Whitehead

Title:

Assistant City Manager

Date:

5/29/2024

Effective Date:

**GILBARCO INC.**

DocuSigned by:

By (Signature):

*Om Shankar*

Name (Printed):

Z7703CA5B316482  
Om Shankar

Title:

Vice President &amp; General Manager

Date:

6/10/2024

**Approved as to form and legality:**

DocuSigned by:

*William Sexton*

William Sexton, City Attorney

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## EXHIBIT A: TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

1. **Acceptance.** The following terms and conditions are applicable to all quotations and purchase orders and are the only terms and conditions applying to the sale of Gilbarco's products or services except those that relate to prices, quantities, delivery schedules, and the description and specifications of the products. Gilbarco hereby objects to and rejects any other terms and conditions appearing on, incorporated by reference in or attached to a purchase order. Buyer's acceptance of such products or services shall constitute its acceptance of these terms and conditions.
2. **Site Data.** Certain Gilbarco products and services are provided by authorized third parties who may also require access to certain site information related to product hardware/software and performance data, to deliver the products and/or services as intended. Buyer agrees to such data collection for Gilbarco or its authorized third parties. Gilbarco does not collect cardholder data. To the extent applicable, Gilbarco maintains all necessary PCI certifications for its Services.
3. **Term for Services.** Services are provided for an initial term, as provided in the applicable documentation from Gilbarco. If no initial term is specified, then the initial term is one (1) year. Services shall renew for successive one (1) year periods upon acceptance of payment of the annual fee.
4. **SaaS Services.** For services that are offered through software as a service ("SaaS Services"), including but not limited to Insite360, the following terms apply:
  - (a) Buyer must authorize each individual accessing and using the SaaS Services on Buyer's behalf ("User"). Users will have a unique User ID and password to access to the SaaS Services ("Credentials"). Credentials must not be shared with any other individual and persons may be reassigned as Users only if that individual is permanently replacing the prior User. Buyer is responsible for ensure the security and confidentiality of all Credentials. Buyer shall promptly notify Gilbarco if it believes any Credentials have been improperly disclosed or accessed or any other unauthorized access of the SaaS Services. Buyer shall be liable for all actions taken under such Credentials. Buyer is also liable for its Users' compliance with these terms.
  - (b) SaaS Services are subject to usage limitations as set forth in the applicable order or description of services and exceeding the usage limitation shall be a material breach.
  - (c) Gilbarco's Data Processing Addendum ("DPA"), available at [gilbarco.com/us/legal](http://gilbarco.com/us/legal), is incorporated by reference herein. Buyer grants Gilbarco a worldwide, limited-term license to host, copy, display, and use any information, data, and/or files that Buyer transmits, uploads, creates, or stores to or on the SaaS Services ("Buyer Data"). Buyer authorizes Gilbarco to create an aggregated or fully anonymized data set based on Buyer's Personal Information (as defined within the DPA). Buyer and Gilbarco agree the aggregated or fully anonymized data set is not Personal Data or Personally Identifiable Information (as defined under applicable Data Protection Laws) and will be owned and retained by Gilbarco. Furthermore, Buyer acknowledges and agrees that Gilbarco services can use certain Buyer Data, including without limitation, end-user data to improve the Gilbarco Services, and create new services that use the Buyer Data in an anonymized or aggregated form. To this end, Buyer shall ensure that all requisite consents and approvals are procured, including from end-users. For the avoidance of doubt, it is hereby clarified that under no circumstances shall Gilbarco be construed as a "data controller" under any applicable Data Protection Laws. Subject to the foregoing, Gilbarco acquires no rights to any of the Buyer Data. Gilbarco does not pre-screen or approve Buyer Data but reserves the right to remove Buyer Data that Gilbarco believes to be infringing, offensive, objectionable, or illegal at its sole discretion and without any liability. Buyer is solely responsible for the accuracy, quality, and legality of the Buyer Data.
  - (d) SaaS Services are not static, and Gilbarco reserves the right (but does not undertake the obligation) to make changes to the SaaS Services. If Gilbarco is required by a licensor to remove any content included in the SaaS Services ("Content") or receives information that Content provided may violate applicable law or third-party rights, Gilbarco may promptly remove such Content from the SaaS Services. Upon request from Gilbarco, Buyer will remove such Content from its systems. Gilbarco may also make additional features and functionality available to Buyer via the SaaS Services for which Gilbarco charges additional fees. Access to such additional features and functionality shall only be granted, and Buyer shall only be charged for such additional fees, upon the parties' written agreement.
  - (e) Buyer is responsible for designating on Gilbarco forms its monitoring, reporting, and other requirements. Buyer is solely responsible for defining the type and frequency of monitoring required to meet all regulatory and other standards. Gilbarco has no obligation to monitor federal, state or local law, or to modify services based on changes in such laws;
  - (f) For 30 days after the effective date of termination or expiration of an order for SaaS Services, Gilbarco will make the Buyer Data available to Buyer for export or download pursuant to Gilbarco's then-current procedures, provided that Buyer has paid all Fees by Buyer and has requested such Buyer Data. After such 30-day period, Gilbarco will have no obligation to maintain or provide any Buyer Data, except as required by applicable law.
  - (g) Gilbarco will use commercially reasonable efforts to make the SaaS Services available for Buyer to access 24 hours a day, seven days a week, excluding planned maintenance and any downtime necessary for Gilbarco to address an emergency or security incident. Gilbarco shall not be responsible for (a) telecommunications or Internet failures; (b) service interruptions due to disasters, acts of God, or any other act, omission, or event beyond Gilbarco's control; (c) delay or failure of any third-party delivery service; (d) any problem caused by Buyer's or its Users' improper use of the SaaS Services; or (e) any security breach of Gilbarco's or Buyer's systems by a hacker, virus, worm, or other intentional in-person or electronic interference.
  - (h) Buyer Obligations.
    - i. Buyer shall be solely responsible, at its own expense, for: (a) acquiring, installing and maintaining all connectivity hardware, software, communication lines, related services, and interface devices, and any other equipment as may be necessary to connect to and use the SaaS Services;



(b) obtaining all required consents, licenses, and permits; (c) allowing Gilbarco to access the products and other devices required for the use of the SaaS Services at the applicable locations ("Site"); and (d) maintaining the Site and all other equipment located at the Site.

ii. Unless expressly authorized by Gilbarco, Buyer will not, directly or indirectly:

1. use the SaaS Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
2. use the SaaS Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, computer viruses, worms, Trojan horses, logic bombs, spyware, adware, and backdoor programs;
3. interfere with or disrupt the integrity or performance of the SaaS Services;
4. attempt to gain unauthorized access to any of the SaaS Services or Content or any related systems or networks;
5. modify, copy, or create derivative works based on the SaaS Services or Content or any part, feature, function, or user interface thereof;
6. conceal or remove any title, trademark, copyright, proprietary, or restricted rights notice contained within any of the SaaS Services or Content; or
7. conduct any benchmarking against competitive services or technology with the purpose of disclosing such results to any third party.

(i) If Buyer breaches any of these terms and conditions, Gilbarco may immediately suspend or terminate the use of the SaaS Services without any liability.

(j) Buyer will indemnify, hold harmless, and defend Gilbarco from and against any and all losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees), claims, suits, proceedings, and actions arising from or relating to: (a) compensation for, or other damages relating to, work performed by a contractor or third party being dispatched or notified of an alarm by the SaaS Services or Gilbarco on behalf of Buyer, regardless of the accuracy of such alarm, unless such dispatch or notice was covered by a current warranty from Gilbarco; or (b) infringement or misappropriation of any third-party intellectual property right arising out of or resulting from the Buyer Data or any other materials provided by Buyer.

(k) BUYER ACKNOWLEDGES THAT GILBARCO DOES NOT PROVIDE ANY LEGAL ADVICE AS TO BUYER'S MONITORING, REPORTING, AND OTHER REQUIREMENTS, AND THAT BUYER IS SOLELY RESPONSIBLE FOR ITS MONITORING, REPORTING, AND OTHER REQUIREMENTS. SIMILARLY, GILBARCO HAS NO OBLIGATION TO MONITOR ANY FEDERAL, STATE, OR LOCAL LAWS APPLICABLE TO BUYER OR TO MODIFY THE SAAS SERVICES TO ACCOMMODATE ANY SUCH LAWS. BUYER IS SOLELY RESPONSIBLE FOR DETERMINING ITS LEGAL RESPONSIBILITIES UNDER SUCH LAWS.

**5. Warranties.** Gilbarco warrants its equipment parts and supplies in accordance with its standard warranty policies. A written copy of these policies accompanies these terms and conditions or is available upon request. Gilbarco represents and warrants that it will perform services materially in accordance with the written descriptions. Buyer acknowledges that the SaaS Services, and/or the equipment used to provide SaaS Services cannot and does not function as leak prevention and cannot and will not prevent a release. Buyer's sole remedy and Gilbarco's sole obligation in the event of any breach of the warranties for Services shall be to request Gilbarco to re-perform the nonconforming portion(s) of the services. If Gilbarco believes the foregoing remedy is not commercially reasonable, Gilbarco will refund to Buyer an amount equal to the amount paid by Buyer to Gilbarco for the nonconforming portion(s) of the services. THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY WITH RESPECT TO THE SERVICES AND/OR SOFTWARE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. GILBARCO DOES NOT WARRANT THAT THE SERVICES WILL MEET BUYER'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, BUYER'S USE OF THE SERVICES, SOFTWARE, OR ANY DATA MADE AVAILABLE THROUGH THE SERVICES ARE SOLELY AT BUYER'S OWN RISK.

**6. Limitation of Buyer's Remedies.** GILBARCO WILL NOT BE LIABLE FOR CLAIMS OR DAMAGES CAUSED BY BUYER'S FAILURE TO FULFILL ITS OBLIGATIONS HEREIN. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, GILBARCO SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY WITH RESPECT TO ANY PRODUCT OR SERVICE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR:

(A) ANY CLAIMS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY ARRANGEMENT BETWEEN BUYER AND ANY THIRD PARTY, OR ANY FAILURE OF PERFORMANCE, BY A THIRD PARTY; (B) FAILURE OR DELAY OF RESPONSE TO A GILBARCO NOTIFICATION TO BUYER OF A CONDITION, FAILURE OR DELAY OF A DELIVERY;

(C) FUEL SPILLS OR LEAKS, OBTAINING OR MAINTAINING COMPLIANCE PERMITS OR OTHER GOVERNMENTAL REGULATIONS, OR FOR TAXES, FINES OR OTHER GOVERNMENTAL LEVIES AGAINST BUYER; (D) INTERRUPTION OF USE; LOSS, INACCURACY, OR CORRUPTION OF SOFTWARE OR DATA; OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY;

(E) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF GILBARCO IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE ABOVE LIMITATION DOES NOT APPLY TO ANY INDEMNIFICATION FOR INFRINGEMENT, WHICH IS EXPRESSLY LIMITED TO THE REMEDIES LISTED THEREIN. IN ANY EVENT, GILBARCO SHALL BE LIABLE ONLY FOR ACTUAL DAMAGES AND GILBARCO'S MAXIMUM LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, SHALL NOT EXCEED (i) THE CONTRACT PRICE OF THE PRODUCTS GILBARCO FURNISHED; OR (ii) THE AGGREGATE OF FEES PAID TO GILBARCO FOR SERVICES DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE MOST CURRENT EVENT GIVING RISE TO SUCH LIABILITY OCCURRED.

**7. Gilbarco's Remedies.** Without waiving any other rights or remedies available to it under applicable law or otherwise, Gilbarco may, at its option, defer shipment or deliveries hereunder or pursuant to any other contract with Buyer, until all past-due accounts of Buyer to Gilbarco have been satisfied in full. Any rights or remedies herein shall be in addition to and not in lieu of any other rights or remedies Gilbarco may have at law or in equity.

**8. Proprietary Rights.**

(a) Gilbarco shall retain all rights to designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising out of or resulting from Gilbarco rendering engineering services to and designing systems/ products for Buyer's use. Buyer agrees not to enforce against Gilbarco or customers of Gilbarco any patent rights, the scope of which includes a system, process or business method utilizing products or engineering services delivered hereunder by Gilbarco and which relates to an invention, improvement, enhancement or development made by or for Buyer.

(b) Gilbarco and its licensors are the author and owner of all services and other creative materials or software for the services (including SaaS



Services). Gilbarco hereby grants to Buyer a personal, non-exclusive, non-transferable, non-sublicensable right to use the software that is provided as part of the services ("**Software**"), including any updates thereto, solely for use of the services. Buyer may request that Gilbarco provide Buyer's designated ASC with access to services to assist Buyer with the monitoring, maintenance, or repairs of the sites. Such access will (i) be subject to the limitations provided herein; (ii) require the ASC to sign an access agreement with Gilbarco; and (iii) require that Buyer be jointly liable for any such access granted to the ASC. Buyer shall not reverse engineer, decompile, or disassemble the Software or the services. Gilbarco and its licensors shall retain all other rights, title and interest in and to the services and the Software, including but not limited to (i) all derivative works and all related documentation; and (ii) all Gilbarco service marks, trademarks, trade names or other designations; and (iii) all other intellectual and industrial property rights of any sort in the services and the Software. Upon termination of the services, the foregoing licenses shall terminate immediately.

(c) Gilbarco shall defend and hold harmless Buyer from and against amounts payable under any judgment, verdict, court order or settlement for third party claims against Buyer that the Services infringes the intellectual property of the third party, provided: (i) Gilbarco shall have the right to control all negotiation, defense, and settlement of such a claim so long as the settlement does not require payment, admission, or action by Buyer; and, (ii) Buyer provides Gilbarco with prompt notice of such claim that Gilbarco's right to defend the matter is not diminished in any way. If Gilbarco receives a claim for intellectual property infringement or misappropriation related to services, at its own discretion, Gilbarco may (i) obtain a license at no additional cost to Buyer for continued use of the services; (ii) subject to the warranty, modify the Services so that they no longer infringe or misappropriate the intellectual property; or (iii) terminate the services upon 30 days' written notice to Buyer with a refund to Buyer of any prepaid fees prorated for the remainder of the term;

**9. Confidentiality.** Buyer and Gilbarco ("Recipient") may receive from the other party ("Discloser") in the performance of the Services certain confidential or proprietary information belonging to the Discloser ("Confidential Information"). Recipient shall treat such Confidential Information as confidential, using the same degree of care as it uses to protect its own confidential information, but no less than reasonable care. Recipient shall not disclose or otherwise use such Confidential Information, except as provided herein. Recipient may use or disclose the Confidential Information (i) as required for the Services, but only by Recipient representatives who are bound by confidentiality obligations no less stringent than this herein, and (ii) as required by a court order or other legal process. These confidentiality obligations shall survive for five (5) years after the termination of the Services. Nothing herein shall restrict any use or disclosure of a party's information that: (a) is or becomes publicly available through no fault of the other party; (b) is independently developed by the other party; or (c) Recipient receives from a third party without confidentiality obligations. Buyer Confidential Information revealed to third-parties because Buyer allowed the third party access to the services, is explicitly not subject to the foregoing confidentiality obligations. Gilbarco has the right to use and transfer any information or data collected as needed to provide the Services and, to the extent permitted by applicable law, to use or transfer such data for other purposes but only if aggregated with other information or otherwise does not identify Buyer.

**10.** Buyer agrees to defend and hold harmless Gilbarco for any claims that (i) by contractors or third parties dispatched or notified of an alarm by Gilbarco on behalf of Buyer, relating to compensation for work performed associated with such dispatch or notice which was not covered by a Gilbarco warranty, and (ii) related to permitted uses of information and data Buyer provides in association with the services.

**11. Delay.**

(a) Delivery and implementation dates are approximate and are not guaranteed, and Gilbarco shall not be liable for damages of any kind resulting from any delays in fulfillment, shipment or delivery of orders. Furthermore, Gilbarco shall not be liable for any other loss, damage, cost or expense due to causes beyond its reasonable control, such as acts of God, acts of Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes;

(b) In the event of a delay in delivery exceeding ninety (90) consecutive days, Buyer has the right to terminate its order as to the undelivered portion thereof without penalty.

**12. Products/Services Not for Resale.** Buyer hereby expressly agrees, acknowledges, represents and warrants to Gilbarco that:

(a) it is the Gilbarco's policy to sell these types of products and/or services only to end users for their own use;

(b) the products/services that are the subject of this order are not intended for resale;

(c) the products/services that are the subject of this order are in fact being purchased by Buyer for Buyer's own use and not for resale, license, lease (in a service bureau or otherwise) to any third party; and

(d) in the event that Buyer breaches the foregoing acknowledgment, covenant, representation and/or warranty by reselling the products that are the subject of this contract, Gilbarco shall be permitted to (i) void, eliminate and/or refuse to continue to extend or make available to Buyer any volume or other types of discounts, rebates or preferential payment terms to which Buyer is now or hereafter otherwise might be entitled to or eligible to receive from Gilbarco, (ii) discontinue the applicable service without liability, or (iii) refuse to accept any further orders from Buyer. The foregoing is not intended to prevent Gilbarco authorized distributor ("Distributor") from reselling a Gilbarco product/service to an end user provided that such sale is permitted under the Distributor's signed, written agreement with Gilbarco. Notwithstanding the foregoing, nothing in these Terms and Conditions is intended to restrict any OEM from incorporating any products purchased from Gilbarco into equipment that is to be resold to the OEM's end customer so long as such OEM provides a reasonable certification of such use to Gilbarco.

**13. Production Discontinuation.** Gilbarco may, at its sole discretion, cease to make available for purchase any or all of its products from time to time and discontinue support for such products (except with regard to warranty obligations set forth herein). In such circumstances, Gilbarco shall endeavor to give the Buyer reasonable notice of such discontinuation and opportunities for replacement or substitute products.

**14. Cancellation.** Unless otherwise agreed in a writing signed by authorized representatives of Buyer and Gilbarco, (i) all canceled product orders will be subject to a 25% cancellation fee, and (ii) Buyer may not cancel orders for non-standard products, orders for products which have left Gilbarco's dock, or customer requested development that has already commenced.

**15. Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, USA, without regard to the conflicts of law's provisions. Buyer and Gilbarco consent to the sole and exclusive venue and jurisdiction of the courts situated in Marion County, Florida, USA. Buyer must commence any action for loss or damage with respect to the products or services which are the subject of this contract within one year from the date of delivery of such products or services or such claim shall be forever barred.

**16. Compliance with Laws/Anti-Corruption.** Buyer shall comply fully with all applicable laws, rules and regulations, including without limitation those of the United States and any and all other jurisdictions globally ("Laws") that apply to Buyer's business activities in connection with its purchase of products or services from Gilbarco. Specifically, Buyer shall comply with all Laws relating to anti-corruption, bribery, extortion, kickbacks, or similar





matters that are applicable to Buyer's business activities in connection with this Agreement, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Buyer will take no action that will cause Buyer or Gilbarco or any of their affiliates to violate any such laws.

**17. Entire Agreement.** Unless otherwise agreed in a writing signed by Gilbarco and Buyer, these terms constitute the entire agreement between the parties, there being no other promises, terms, conditions, or obligations referring to the subject matter contained herein. If any term or provision be determined to be invalid or unenforceable, the remainder shall not be affected thereby, and each term and provision of this contract shall continue to be valid and enforced to the full extent permitted by law. Any modifications hereto shall be in writing and signed by both parties. Gilbarco may update this Agreement from time to time, typically in connection with new or updated features. If Gilbarco makes a material change to any applicable terms, then Gilbarco will notify Customer by either sending an email to the notification email address or posting a notice in the Administrator's instance of Customer's account dashboard and require Customer to read, explicitly consent and agree to such changes to continue use of the Service. If Customer does not agree to the change, Customer must so notify Gilbarco within thirty (30) days of the notice of change and discontinue use of the Service until resolution. If Customer notifies Gilbarco as required, then Gilbarco may, in its sole and exclusive discretion: (i) allow Customer to remain governed by the Agreement in effect immediately prior to the change; (ii) work in good faith with Customer to develop an alternative solution; or (iii) may terminate this Agreement and the affected Quote(s) without penalty, however Customer will be refunded for any fees paid in advance in connection with the remaining Service term. In the aforementioned first two instances, upon renewal of the affected Service, it will be renewed under Gilbarco's then current Agreement.

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

**19. PUBLIC RECORDS.** Gilbarco shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor 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 Contractor 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 Gilbarco or keep and maintain public records required by the public agency to perform the service. If Gilbarco transfers all public records to the public agency upon completion of the contract, Gilbarco shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Gilbarco keeps and maintains public records upon completion of the contract, Gilbarco shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF GILBARCO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GILBARCO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.org](mailto:clerk@ocalafl.org); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

**EXHIBIT B: DESCRIPTION OF SERVICES**

The EVerse Services are Gilbarco's cloud-based solution for managing electric vehicle charging stations and driver use of the charging stations. ..

**EVerse Service Descriptions:****1. EVerse Engage**

Description: EVerse Engage is a Gilbarco-run EV charging network built for public charger owner/operators (e.g., at a c-store) and fleets. Gilbarco provides a set of software tools and services to charger owner/operators, fleet managers, and drivers to manage their EV charging experience. Also, Gilbarco will manage many of the operational aspects of running an EV charging network day-to-day. The variants of EVerse Engage include:

Offering Variants	Charging Use-Case Supported	Customer Software Tools	EV Driver Tools	Gilbarco Operational Support
EVerse Engage	Public EV Charging (i.e. supporting EV driver payments for charging services)	Site Host Portal: -Price Setting -Reporting -Charger Status View	EVerse EV Charging Mobile App	-Customer/EV Charger Onboarding -Billing/Invoicing of EV drivers (for app-based payments) -Payment Processing (for app-based payments) -EV Driver Call Center Support -Ongoing Customer Support
EVerse Engage - Fleet	Private Fleet EV Charging	Fleet InSitePortal: -Operational Dashboards -Sophisticated Reporting -Dynamic Vehicle Scheduling -Additional Fleet-Focused Features	Options: -EVerse EV Charging Mobile App -RFID Card -Key FOB	-Customer/EV Charger Onboarding -Ongoing Customer Support
EVerse Engage - Fleet+	Private Fleet EV Charging + Public EV Charging	Fleet InSite Portal+: -Capabilities as described for EVerse Engage - Fleet -Price Setting	Options: -EVerse EV Charging Mobile App -RFID Card -Key FOB	-Customer/EV Charger Onboarding -Billing/Invoicing of EV drivers (for app-based payments) -Payment Processing (for app-based payments) -EV Driver Call Center Support -Ongoing Customer Support

**2. EVerse Equip**

Description: EVerse Equip is a Gilbarco-run, customer-branded EV charging network built for public charger owner/operators who want to stand up their own EV charging network. Gilbarco will provide a set software tools and services to charger owner/operators and drivers to manage their EV charging experience. Also, Gilbarco will manage many of the operational aspects of running an EV charging network day-to-day. This includes:

Offering Variant	Charging Use-Case Supported	Customer Software Tools	EV Driver Tools	Gilbarco Operational Support
EVerse Equip	Public EV Charging (i.e. supporting EV driver payments for charging services)	Site Host Portal: -Price Setting -Reporting -Charger Status View	Customer-Branded EV Charging Mobile App	-Customer/EV Charger Onboarding -Billing/Invoicing of EV drivers (for app-based payments) -EV Driver Call Center Support (Optional) -Ongoing Customer Support

**3. EVerse Equip+**

Description: EVerse Equip+ is a Gilbarco-led custom software development project for customers who want to run their own EV charging network. Gilbarco and its partners will provide in-depth support for duration of the software development project. At the conclusion of the project, the customer will have access to a set of software tools to manage an entire EV charging network. Gilbarco may provide additional operation services, as agreed to with customers on a case-by-case basis.

**EXHIBIT C: Charger Ports Locations and Pricing**

GVR ID	SITE ADDR	CHARGER SERIAL NUMBER	CHARGER MAKE & MODEL	NUMBER OF PORTS	CHARGER PER PORT FEE (Annual)	HELP DESK SUPPORT FEE (Monthly)
TBD	110 SE Watula Avenue Ocala, FL 34471	TBD	Tritium RTM75	2	\$479 EVerse Engage Fleet – Network Services Fee/Port/Year	N/A

**Comments:**

1. All fees at initial purchase are payable to Gilbarco or its authorized e-Mobility Distributor. Future fees will be payable directly to Gilbarco.
2. Initiation of service requires a one time setup fee of \$750.00 billable at signature
3. For EVerse Engage this item intentionally omitted
4. Billing cycle is per the table above or as listed in the Comments and will be in advance, except help desk support fees and transaction fees which will be billed in arrears.
5. Pricing may increase at the time of the renewal of a Subscription Term. Gilbarco will provide the renewal pricing at least thirty (30) days prior to the start of the renewal Subscription.
6. Transaction Fees: not applicable
7. Trial Use (if applicable).

Trial Use Period: Until first invoice sent to Customer

Customer Acknowledgement of Trial Use Terms and Conditions in Section V of the Agreement.

DocuSigned by:

Signed: Ken Whitehead

Name: Ken Whitehead

Title: Assistant City Manager

Date: 5/29/2024

Approved as to form and legality:

DocuSigned by:

William Sexton

B07DCFC4E86E429...

William Sexton

City Attorney



EXHIBIT D: BILLING INFORMATION

Customer Name	Comments	Total Amount Due
Customer Address	Customer Contact Name	Customer Email Address
Customer Fed Tax ID	Customer Phone Number	

**Payment Method: Only credit card is accepted.**

Gilbarco’s authorized payment processors will contact you to arrange for initial and recurring payments. Services will not commence until payment processing has been arranged.



**EXHIBIT E:****EXHIBIT E-1: REQUEST FORM TO REMOVE CHARGER PORTS FROM EVERSE SERVICE****AMENDMENT NO. \_\_\_\_\_ REQUEST FORM TO REMOVE CHARGER PORTS FROM EVERSE SERVICE**

This Amendment No. \_\_\_\_\_ Request Form To Remove Charger Ports From EVerse Service Master Agreement ("Amendment") dated \_\_\_\_\_, by and between **GILBARCO INC.** ("Gilbarco"), and **CUSTOMER** (as defined below) is an amendment to the terms set forth in that certain EVerse Master Agreement dated as of \_\_\_\_\_, by and between Gilbarco and Customer (as amended, the "Agreement"). Other than the items specifically referred to herein, the parties will continue to operate under the terms and conditions of the Agreement. Gilbarco and Customer desire to amend the Agreement as follows:

**Change Requested:** The following Customer's Charger Ports shall be removed and all future invoicing for such Charger Ports will cease as of the end of the current Subscription Term for Charger Ports:

**Order #:** \_\_\_\_\_ **GVR Site ID:** \_\_\_\_\_ **Site Name:** \_\_\_\_\_

**Site Address:** \_\_\_\_\_

**Reason For Cancellation:** \_\_\_\_\_

**Effective Date of Cancellation:** \_\_\_\_\_

**Note:** Customer is not entitled to a refund of any pre-paid fees upon the removal of the Charger Port(s).

All capitalized terms used herein and not otherwise defined shall have the same meanings given such terms in the Agreement. This Amendment shall be incorporated into the Agreement and made a part thereof. Except as modified by this Amendment, the Agreement shall remain in full force and effect. In the event that the terms of this Amendment conflict with the terms of the Agreement, as amended, the terms of this Amendment shall control. This Amendment may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute the same instrument. This Amendment may also be executed and delivered via electronic transmission, and any such counterpart shall be deemed an original.

**IN WITNESS WHEREOF**, the Company has caused this Amendment to be executed by their duly authorized representatives as set forth below. The individual executing below on behalf of each party warrants that they are an authorized representative of such party, and has the ability to bind such party to the terms of this Agreement. This Amendment is effective as of the date on which it is accepted by Gilbarco.

**CUSTOMER:** *(Corporate Company Name)*

\_\_\_\_\_

a \_\_\_\_\_ ☐ corporation / ☐ limited liability company / ☐ sole proprietorship *(choose one)*

By (Signature): \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E-2: REQUEST FORM – ADDITIONS OF NEW CHARGER PORTS TO EVERSE SERVICE****ADDENDUM NO. \_\_\_\_\_ REQUEST FORM TO ADD CHARGER PORTS TO THE EVERSE SERVICE**

This Addendum No. \_\_\_\_\_ Request Form To Add New Charger Ports to the EVerse Master Agreement (“Addendum”) dated \_\_\_\_\_, by and between **GILBARCO INC.** (“Gilbarco”), and **CUSTOMER** (as defined below) is an addendum to the terms set forth in that certain EVerse Master Agreement dated as of \_\_\_\_\_, by and between Gilbarco and Customer (as amended, the “Agreement”). Other than the items specifically referred to herein, the parties will continue to operate under the terms and conditions of the Agreement. Gilbarco and Customer desire to add new site(s) for the EVerse Service as follows:

**Change Requested:** Adding new Charger Ports for the EVerse Service.

**(Charger Port details and Billing info required):**

<b>GVR Site ID (optional):</b> _____	<b>Site Name:</b> _____	<b>Site PH #:</b> _____
<b>Site Address:</b> _____		

All capitalized terms used herein and not otherwise defined shall have the same meanings given such terms in the Agreement. This Addendum shall be incorporated into the Agreement and made a part thereof. Except as modified by this Addendum, the Agreement shall remain in full force and effect. In the event that the terms of this Addendum conflict with the terms of the Agreement, as amended, the terms of this Addendum shall control. This Addendum may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute the same instrument. This Addendum may also be executed and delivered via electronic transmission, and any such counterpart shall be deemed an original.

**IN WITNESS WHEREOF**, the Company has caused this Addendum to be executed by their duly authorized representatives as set forth below. The individual executing below on behalf of each party warrants that they are an authorized representative of such party, and has the ability to bind such party to the terms of this Agreement. This Addendum is effective as of the date on which it is accepted by Gilbarco.

**CUSTOMER:** *(Corporate Company Name)*

\_\_\_\_\_

a \_\_\_\_\_ ☐ corporation / ☐ limited liability company / ☐ sole proprietorship *(choose one)*

By (Signature): \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



(Continuation - REQUEST FORM TO ADD NEW CHARGER PORTS TO THE EVERSE SERVICE)

**BILLING INFORMATION**

EVerse Service	Total # of Charger Ports Added	Total Amount
		\$_____ (plus applicable taxes)
Customer Address	Customer Contact Name	Customer Email Address
Customer Fed Tax ID	Customer Phone Number	

**Payment Method: Only credit card is accepted.**

Gilbarco’s authorized payment processors will contact you to arrange for initial and recurring payments. Services will not commence until payment processing has been arranged.

**Certificate Of Completion**

Envelope Id: 85FCDA7DB30A474F969E4607056E3749

Status: Completed

Subject: FOR SIGNATURE - EVerse - Gilbarco Sales Agreement and ToU (FLT/230100)

Source Envelope:

Document Pages: 11

Signatures: 5

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

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

Envelope Originator:

Patricia Lewis

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

**Record Tracking**

Status: Original

5/8/2024 1:06:12 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Patricia Lewis

plewis@ocalafl.org

Pool: StateLocal

Pool: City of Ocala - Procurement &amp; Contracting

Location: DocuSign

Location: DocuSign

**Signer Events**

William Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

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

DocuSigned by:

  
B07DCFC4E86E429...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

**Timestamp**

Sent: 5/8/2024 1:13:20 PM

Viewed: 5/8/2024 3:25:44 PM

Signed: 5/29/2024 12:16:48 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
5677F71E38874F4...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 5/29/2024 12:16:49 PM

Viewed: 5/29/2024 1:18:52 PM

Signed: 5/29/2024 1:34:33 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Om Shankar

om.shankar@gilbarco.com

Vice President &amp; General Manager

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
77703CA5B316482...

Signature Adoption: Pre-selected Style

Using IP Address: 149.34.134.190

Sent: 5/29/2024 1:34:34 PM

Viewed: 5/30/2024 4:14:57 AM

Signed: 6/10/2024 10:40:56 AM

**Electronic Record and Signature Disclosure:**

Accepted: 5/30/2024 4:14:57 AM

ID: 3f23955a-1ed1-4bd3-8fe6-34b36428fdd3

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

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sarah Durham sarah.durham@gilbarco.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 6/10/2024 10:40:57 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/8/2024 1:13:21 PM
Certified Delivered	Security Checked	5/30/2024 4:14:57 AM
Signing Complete	Security Checked	6/10/2024 10:40:56 AM
Completed	Security Checked	6/10/2024 10:40:57 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **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.