

**BETA AGREEMENT**

This Beta Agreement (“**Beta Agreement**”) is entered into by the Client set forth below or as indicated in a separate writing incorporating these terms (the “Client”) and Granicus, LLC. and its affiliates and subsidiaries, (collectively, “Granicus”). This Beta Agreement governs your access to and use of certain software and related services (the “Beta Services”) offered by Granicus solely for testing and evaluation purposes. Further description and related details of the Beta Services may be provided to you at the time you access or engage with the Beta Services. By accessing or using the Beta Services, you agree to be bound by this Beta Agreement and accept all of its terms. If you do not accept all the terms of this Beta Agreement, then you may not use the Beta Services.

- 1. Term.** The term of this agreement is for six months effective as of the date of execution.
- 2. Terms of Use.** Client acknowledges and agrees that access and use of the Beta Services will be subject to Granicus’ product specific terms (accessible at [www.Granicus.com/legal](http://www.Granicus.com/legal)), incorporated herein by reference, and this Beta Agreement. In the event of a conflict between the terms of this Beta Agreement and any product specific terms, this Beta Agreement supersedes the product specific terms with respect to Client’s access to and use of the Beta Services.
- 3. Acknowledgment of Beta Services Limitations.**
  - a. Client acknowledges that:
    - i. the Beta Services have not been made commercially available by Granicus;
    - ii. the Beta Services may not operate properly, be in final form or fully functional;
    - iii. the Beta Services may contain errors, design flaws or other problems;
    - iv. it may not be possible to make the Beta Services fully functional;
    - v. use of the Beta Services may result in unexpected results, corruption or loss of data, or other unpredictable damage or loss; and
    - vi. Granicus has no obligation to release a commercial version of the Beta Services or otherwise introduce the Beta Services. Client assumes all risk arising from use of the Beta Services as further stated in this Beta Agreement.
  - b. Client will not:
    - i. Use or permit any end user to use the Beta Services to promote illegal or immoral activities, disrupt others use of the Beta Services, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Beta Services to make unauthorized entry into any other device accessible via the network or Beta Services;
    - ii. Disassemble, decompile, reverse engineer or make derivative works of the Beta Services;
    - iii. Rent, lease, lend, or host the Beta Services to or for any third party, or disclose the Beta Services to any third party except as otherwise permitted in this Beta Agreement;
    - iv. Use the Beta Services in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions;
    - v. Provide any data or content to Granicus or the Beta Services that Client does not have the legal right or sufficient consent to provide; or
    - vi. Modify, adapt, or use the Beta Services to develop any software application intended for resale which uses or competes with the Beta Services or other Granicus products or services in whole or in part.
  - c. Client agrees that it will not use any data or content in the Beta Services that generates record retention requirements on the part of Granicus.
- 4. Artificial Intelligence (AI).** Client acknowledges and agrees that the Beta Services may include features, applications, bots, and other functionalities based on artificial intelligence and machine learning data models. Granicus may

**CONTRACT# ITS/250947**

collect and use data of Client's interaction with, or use of AI in order to improve the Beta Services or provide the Beta Services to Client.

- 5. No Warranty.** BETA SERVICES ARE PROVIDED "AS IS." GRANICUS AND ITS THIRD-PARTY SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE BETA SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.
- 6. Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL GRANICUS BE LIABLE FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, COSTS, LOSSES AND/OR EXPENSES ARISING OUT OF OR RELATED TO CLIENT'S USE OF THE BETA SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION OR LOST DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7. Confidentiality.** Client acknowledges and agrees that participation in the Beta may provide Client with access to highly confidential and proprietary information of Granicus, and that any and all information related to the Beta is not subject to disclosure to any third party absent order from a court of competent jurisdiction, including via requests under government transparency regulations. All information provided to Client during the Beta must be returned to Granicus or destroyed upon expiration or termination of this Agreement for any reason. \*
- 8. General.**
  - a. Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Beta Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state.
  - b. Client will not assign its rights and obligations under this Beta Agreement without the prior written consent of Granicus.
  - c. If any provision of this Beta Agreement or portion thereof is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed from the Beta Agreement and the remaining provisions will remain in full force and effect.
  - d. Granicus will not be deemed in default under this Beta Agreement as a result of any delay in the performance of its obligations due to causes beyond its reasonable control.
  - e. The Beta Services are provided at no cost to Client. Should the Beta Services be released into general availability, Client may then purchase the commercially available version of the Beta Services at the then- current rate or other fees negotiated by the parties.

Agreed to by the Parties:

CITY OF OCALA (Client)

Granicus, LLC.

By:  Signed by: Christopher Watt  
14D0DF4247B74A8...

By:  DocuSigned by: Greg A. Eck  
71F80CB50B46403...

Name: Christopher Watt

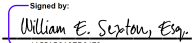
Name: Greg A. Eck

Title: Chief of Staff

Title: Senior Manager, Contracts

Date: 10/3/2025Date: 10/3/2025

Approved as to form and legality:

Signed by:  
  
4456AB8E00AF3  
William E. Sexton, Esq.  
City Attorney

**\* PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E. A request for public records may trigger the release of information the Vendor considers "confidential" even without an order from a court.

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

## **GXA SOW**

### **Onboarding and Optimization**

Initial setup, configuration, and optimization of GXA to get the agent live and embedded into your website.  
Deliverables include:

Initial GXA technical configuration

Branding configuration

Professional Project Management (daily standup meetings; weekly communications)

One (1) 60-minute Predefined Response Questions (PRQ) Workshop

One (1) web traffic report including top trafficked pages and most used search terms (assumes client provides access to Google Analytics & Google Search Console or similar web analytics tool)

Up to one (1) tailored list of 300 commonly asked questions to support UAT

One (1) AI-driven Jurisdictional Awareness Report

Up to four (4) hours of GXA administrative console training

Onboarding must be initiated within six weeks of contract close date.

### **Solution**

One (1) multilingual Digital Agent able to be published across multiple domains (main site and sub sites)

Key Features:

Data Integration:

Ingest unlimited website data sources and non-published, machine-readable PDF documents for GXA to use as sources for responses

Unlimited data storage

Conversational Intelligence:

Responsive UI with precise summarization

Conversational history for context-aware interactions

Session persistence for seamless user experience without authentication

Prompt response caching for faster replies

Accessibility & Multilingual Support:

Compliance with WACG 2.2 AA Standards

Available in English, French, and Spanish

Transparency & Trust:

Source citation for every response to ensure verification and accountability

Automated response evaluation to maintain high standards of quality, relevance, and accuracy

Backend console view of interaction data history to provide records of interaction content, feedback, and metadata

Safety & Compliance:

Built-in prompt-level, and LLM-specific guardrails to ensure safe and compliant interactions

Automation & Analytics:

Automated web scraper to keep data sources up to date

User interaction analytics for performance insights

## Certificate Of Completion

Envelope Id: 725421C5-D9CF-4019-9918-5D9F3E7A9FDD  
 Subject: SIGNATURE: City Website Redesign Beta Agreement - Granicus, LLC (ITS/250947)  
 Source Envelope:  
 Document Pages: 4  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
 April Adolf  
 110 SE Watula Avenue  
 City Hall, Third Floor  
 Ocala, FL 34471  
 aadolf@ocalafl.gov  
 IP Address: 216.255.240.104

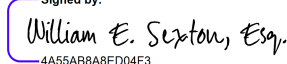
## Record Tracking

|                                          |                                                 |                    |
|------------------------------------------|-------------------------------------------------|--------------------|
| Status: Original<br>9/19/2025 4:10:56 PM | Holder: April Adolf<br>aadolf@ocalafl.gov       | Location: DocuSign |
| Security Appliance Status: Connected     | Pool: StateLocal                                |                    |
| Storage Appliance Status: Connected      | Pool: City of Ocala - Procurement & Contracting | Location: Docusign |

## Signer Events

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

## Signature

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

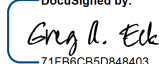
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 Signed: 9/30/2025 10:05:18 AM

## Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM  
 ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Greg A. Eck  
 greg.eck@granicus.com  
 Senior Manager, Contracts  
 Granicus, LLC  
 Security Level: Email, Account Authentication (None)

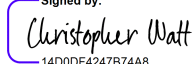
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 Signed: 10/3/2025 3:10:55 PM

## Electronic Record and Signature Disclosure:

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Christopher Watt  
 cwatt@ocalafl.gov  
 Chief of Staff  
 Security Level: Email, Account Authentication (None)

Signed by:  
  
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 Using IP Address: 216.255.240.104

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## Electronic Record and Signature Disclosure:

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## 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>                                                                                                                                                                                                              |                  |                                                            |
| Sarah Morris<br>sarah.morris@granicus.com<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 9/30/2025 10:30:15 AM<br>ID: b37c606c-ad30-4d98-9070-2415568d27f6 | COPIED           | Sent: 10/3/2025 2:56:31 PM<br>Viewed: 10/3/2025 3:00:53 PM |
| Christopher Ramos<br>cramos@ocalafl.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                                      | COPIED           | Sent: 10/3/2025 3:29:04 PM                                 |
| Witness Events                                                                                                                                                                                                                         | Signature        | Timestamp                                                  |
| Notary Events                                                                                                                                                                                                                          | Signature        | Timestamp                                                  |
| <b>Envelope Summary Events</b>                                                                                                                                                                                                         |                  |                                                            |
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| Envelope Updated                                                                                                                                                                                                                       | Security Checked | 9/26/2025 2:59:39 PM                                       |
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| Certified Delivered                                                                                                                                                                                                                    | Security Checked | 10/3/2025 3:28:07 PM                                       |
| Signing Complete                                                                                                                                                                                                                       | Security Checked | 10/3/2025 3:29:03 PM                                       |
| Completed                                                                                                                                                                                                                              | Security Checked | 10/3/2025 3:29:05 PM                                       |
| Payment Events                                                                                                                                                                                                                         | Status           | Timestamps                                                 |
| <b>Electronic Record and Signature Disclosure</b>                                                                                                                                                                                      |                  |                                                            |

## **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.