



Digital Voice Logging System		Quote Date: 2/19/2026		
Prepared For: Marion County Ocala				
Prepared By: Nick V.				
Qty	Description	Item #	Unit Price	Extended
Additional Software				
2	Microsoft Server 2022 Standard	MSSVR22STD	\$1,500.00	\$3,000.00
			SW Sub-Total	\$3,000.00
Professional Services				
1	On Site Installation	Inst-On-Site		\$2,600.00
			PS Sub-Total	\$2,600.00
			M&S Sub-Total	\$0.00
1	Services - Travel and Expenses	T&E		\$1,155.00
			Order Total	\$6,755.00

Terms and Conditions

This WSI Technologies Order ("Order") is made effective as of the date of Customer's signature below ("Order Effective Date") by and between Valsoft Corporation Inc. DBA WSI Technologies ("WSI") and the Customer identified below ("Customer"). WSI and Customer being sometimes collectively referred to herein as the "Parties," and individually, as a "Party."

1. Scope and Applicability. 1.1 Hardware and Software. Customer hereby agrees to purchase from WSI and WSI hereby agrees to, upon the terms and subject to the conditions contained in this order: (a) sell to Customer the room systems, cameras, microphones, accessories and other pieces of hardware identified above (the "Hardware"), and (b) grant to Customer a non-exclusive, non-transferable, fully paid license to access and use the object code of the software packages identified above including any modified, updated or enhanced versions of, or additional modules or content related to such software products (the "Software"). 1.2 Services. Customer hereby engages WSI to perform, and WSI hereby accepts such engagement to perform upon the terms and subject to the conditions of this Order, the installation services identified above (the "Installation Services") as well as any services related to the Hardware, Software, or maintenance and support of either, as more precisely identified above (collectively with the Installation Service, the "Services"). 1.3 Contract Documents. This Order is expressly governed by the Master Services Agreement (the "MSA"), and as applicable the Standard Scope of Work (the "SOW"). In case of conflict, the Additional Agreement most closely related to the purchased Hardware, Software or Services shall govern with respect to that subject matter. For the purposes of this Order, the Order, MSA, SOW and Additional Agreements shall be collectively referred to as the "Contract Documents." 1.4 Applicability. By executing this Order, Customer acknowledges and agrees that the terms and conditions of this Order and the applicable Contract Documents shall govern the relationship between the Parties to the exclusion of all Customer provided terms and conditions. 1.5 Terms. The terms for any leased Hardware, Software license grant or support services shall be identified above next to the corresponding item.

2. Fees and Payment. 2.1 Fees. Customer agrees to pay the fees associated with the Hardware, Software and Services in the amounts set forth above as well as out-of-pocket expenses incurred by WSI in connection with the performance of its obligations under the Contract Documents (collectively, the "Fees"). 2.2 Software Licenses Additional Fees. If Customer's usage of the Software during the applicable period exceeds the usage limits set out in the applicable Order, WSI has the right to do any or all of the following: (i) automatically upgrade Customer's subscription tier for the next renewal License Term in accordance with Customer's actual usage; (ii) invoice Customer on a quarterly basis for the excess usage, which will be the difference between the prorated fees for the Software matching Customer's usage for the quarter and the prorated fees for the Software when used in accordance with the limits; and/or (iii) suspend access to, or cease providing the Software until such time as Customer's Software subscription tier is adjusted for Customer's actual usage. Customer acknowledges and agrees that WSI may monitor Customer's usage of the Software. 2.3 Taxes. The Fees are exclusive of taxes, and Customer will pay all taxes, if any, however designated, incurred in connection with, or as a result of, the Agreement or the license and receipt of Services, including state and local excise, sales, and use taxes paid or payable by WSI (except any tax based on WSI's net income). 2.4 Payment. Initially Fees shall be due and payable as follows: (i) 50% upon shipment and (ii) 50% upon system Installation. Installation means when the system is accessible and capable of performing according to its intended functionality. Milestone-based billing shall automatically apply to any order exceeding \$25,000, payment shall be due (i) 50% upon order acceptance and prior to installation scheduling (no installation will occur without this deposit), (ii) 25% upon completion of Installation Test Procedure (ITP) confirming the critical recording functionality, and (iii) 25% upon Final Completion. "Final Completion" means no outstanding deliverables from the statement of work. After Installation all Fees will be invoiced annually in advance at least sixty (60) days prior to the end of each 12-month period during the License Term, Support Term and/or Hardware Lease Term as applicable. Special payment terms and/or payment arrangements required under local law may be mutually agreed upon in a writing signed by the Parties. 2.5 Payment Terms. All Fees will be paid in US Dollars and will be due within thirty (30) days of receipt of the invoice for the same. With respect to any amount remaining unpaid after such 30-day period, in addition to any other rights it may have available, WSI may assess interest at a rate equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the highest rate allowed by law from the date that amount was due until the date of payment. Customer may not withhold or offset Fees for any reason. All Fees are fully earned and non-cancelable and all sums paid are non-refundable. WSI will have the right to increase Fees at renewal of the License Term, Support Term, and Hardware Lease Term, as applicable, and as otherwise set forth in the Contract Documents, including for factors such as computing costs, inflation, fuel costs, supply chain and third-party provider conditions, and Customer's usage history. Customer's obligation to pay amounts under the Contract Documents is absolute and unconditional. Failure to pay any Fees when due may result, at WSI's sole discretion, in suspension or termination of access to the Software, Services, and/or remote connectivity until full payment is received. 2.6 Termination Fees. If this Order is terminated, Customer shall pay Fees incurred through the later of: (a) the effective date of such termination, or (b) the date the other Party receives notice of such termination. As to any Fee to be paid by Customer for Installation Services performed by WSI Staff, if this Order is terminated, Customer will pay a reasonable and proportionate share of such Fee as determined by WSI based on Installation Services performed up to the later of the effective date of such termination or the date the other Party receives notice of such termination. If installation is not completed within 365 days of the Order Effective Date due to Customer delay, WSI may re-quote the Order and charge additional fees to complete the work.

3. Delivery, Installation and Returns. 3.1 Delivery. Please allow an estimated 60-90 days from the Order Effective Date (or date of first payment when applicable) for delivery. 3.2 Installation. Customer will notify WSI when Customer has completed Customer Responsibilities on which Installation Services are dependent. If WSI's technician identifies that Customer has not completed such Customer Responsibilities and as a result the technician cannot perform Installation Services, then the technician will have no obligation to perform the dependent Installation Services, and when Customer has completed the applicable Customer Responsibilities, WSI will deploy a technician to complete the dependent Installation Services and Customer will pay for such technician's work at WSI's then current rates. 3.3 Returns. Custom equipment orders may not be returned. Stock merchandise and accessories may be returned if in the original packaging; provided, however, that a restocking fee of not less than twenty-five percent (25%) or such greater restocking fee as determined by WSI's supplier is paid by customer.

4. Miscellaneous. 4.1 Counterparts. This Order may be executed in any number of counterparts, each of which will be deemed an original but all of which together will be deemed for all purposes to constitute one and the same instrument. 4.2 E-Signatures. Signatures transmitted and received via facsimile or other electronic means will be treated as original signatures for all purposes of this Order. 4.3 Validity. **This Order is only valid for 30 days** from "prepared by" date first written above. Please mail acceptance to WSI Technologies, 9045 River Road, Suite 125, FAX to (317) 544-2192 or email to your salesperson.

DocuSigned by:			
Approved By		PO#	
	5BB28E162F2E4C2...	Date	4/10/2026
Title	City Manager		

Approved as to form and legality: Signed by: William E. Sexton, Esq.
4A55AB8A8ED04F3...

Certificate Of Completion

Envelope Id: 05A5D0F9-7C94-8254-824B-ABDEEB8C7540	Status: Completed
Subject: SIGNATURE - Purchase of Digital Voice Logging System - 911 Dispatch Center (OPD/260598)	
Source Envelope:	
Document Pages: 1	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Patricia Lewis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	plewis@ocalafl.org
	IP Address: 216.255.240.104

Record Tracking

Status: Original	Holder: Patricia Lewis	Location: DocuSign
4/10/2026 3:12:30 PM	plewis@ocalafl.org	
Security Appliance Status: Connected	Pool: StateLocal	

Signer Events

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

Signature

Signed by:

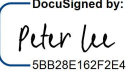
 4A55AB8A8ED04F3...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Timestamp

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 Viewed: 4/10/2026 3:24:39 PM
 Signed: 4/10/2026 3:33:01 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/15/2023 9:02:35 AM
 ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Peter Lee
 plee@ocalafl.org
 City Manager
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 5BB28E162F2E4C2...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 4/10/2026 3:33:03 PM
 Viewed: 4/10/2026 6:46:47 PM
 Signed: 4/10/2026 6:46:53 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/10/2026 3:14:11 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	4/10/2026 6:46:47 PM
Signing Complete	Security Checked	4/10/2026 6:46:53 PM
Completed	Security Checked	4/10/2026 6:46:53 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.