



MACK ULTRA SERVICE AGREEMENT

The Undersigned

Mack Trucks, Inc. with registered office at 7825 National Service Road, Greensboro, NC 27409 (hereinafter referred to as "**Mack Trucks**"), and CITY OF OCALA, FL with registered office at 1805 NE 30TH AVE., OCALA, FL 34470, hereinafter referred to as the "**Customer**", agree that they are entering into this Ultra Service Agreement (hereinafter referred to as the "Ultra Service Agreement") in respect of the Vehicle(s) described below.

A. Object of the Ultra Service Agreement

Subject to the terms and conditions of this Ultra Service Agreement and in consideration of the payment by the Customer of the price and other charges set out herein, Mack Trucks agrees to arrange for the repair and maintenance services described in Exhibits A and B below (the "**Services**") to be performed by an EV Certified Mack Trucks dealer for the Vehicle(s) described in Article B below. All included Services under this Ultra Service Agreement include parts and labor as specified herein. The customer can go to any EV Certified Mack Trucks dealer to obtain the contracted Services under the Ultra Service Agreement. The EV Certified Mack Trucks dealer performing the Services will file all claims for the included Services provided under this Ultra Service Agreement. Any repairs or maintenance not included, or specifically excluded under the Ultra Service Agreement will be the responsibility of the Customer.

B. Vehicle Description		C. Contract Definitions	
Make:	MACK	Commencement Date:	
Model:	LR64BE	Billing Date:	
Vehicle Type:	2022 MACK TRUCK LREBE	Duration of Contract:	60 months
Axle Configuration:	6X2	Termination Date:	
Energy Storage System (ESS) Capacity:	264 kWh	Annual mileage forecast:	50000
VIN:	1M2LRDGCXPM001035	Maximum no. of miles:	250000
Customer Unit No.	1035	Maximum kWh:	500,000
In-Service Date:	10/19/2022	Total No. of Vehicles:	1

For multiple Vehicle orders use Exhibit C to list the VINs.

D. Term

D.1. The Commencement date is the date monthly billing begins for the Ultra Service Agreement related to the VIN, or group of VINs identified herein, and which shall continue being billed for the duration of the Ultra Service Agreement. Availability to the Services begins on the Vehicle In-Service Date and continues for the duration of the Ultra Service Agreement or until the Vehicle has driven the Maximum Number of Miles or used the maximum kWh, whichever occurs first. The In-Service Date of record shall be the date recorded by the Selling Dealer in the Mack Trucks' Vehicle Data Administration system. If the customer reaches the maximum number of miles or kWh usage before the expiration of this Ultra Service Agreement, the Customer is still obligated to pay any and all remaining amounts due under this Ultra Service Agreement, including amounts not yet invoiced.

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D.2. Mack Trucks may terminate this Ultra Service Agreement in accordance with the General Terms and Conditions outlined below. This Ultra Service Agreement is not cancellable by the Customer.

E. Price for the Services (excluding Sales tax)

Monthly Ultra Service Agreement Payment	
Total Ultra Service Agreement Amount per	
Total number of payments:	

E.1. The Customer agrees to make all payments due under this Ultra Service Agreement by the due date set forth on each invoice until expiration of this Ultra Service Agreement or the Customer's payment obligation has ended in accordance with the terms of the Ultra Service Agreement.

E.2. The customer agrees to make payment by one of the below payment methods.



Lump Sum - The Customer agrees to pay the Total Ultra Service Agreement Amount in a Lump Sum payment directly to the Selling Dealer .

_____ **MFS Retail Finance Monthly Payment Option** – Customer acknowledges that the monthly payment per Vehicle, outlined above, will be included on their Mack Financial Services monthly truck payment invoice. Please reference Billing Addendum A for full terms of this payment method.

_____ **Fleet Preferred Account** – Customer acknowledges that the monthly payment per Vehicle, outlined above, will be included on its monthly Fleet Preferred account invoice. Customer authorizes Mack Trucks to invoice its Fleet Preferred account number _____ for the monthly payment per Vehicle, outlined above. Please reference the NATS Accountholder Agreement and Terms and Conditions for full terms of the payment method. . Customer will be required to complete and sign a Mack Trucks, Inc. Tax Questionnaire form for each Vehicle covered under this Ultra Service Agreement.

F. Selling Dealer

F.1 Nexttran Truck Center-Lake City (hereinafter referred to as the "Selling Dealer").

G. Conditions of Vehicle Use

G.1. The price for the Services is based on the following Conditions of Vehicle Use designated and agreed to by Customer. The below outlined Vehicle Use is applicable to each VIN included under this Ultra Service Agreement.

Geographic Area where Vehicle is used:	US
Topography:	Grades <3% during >98% of driving dist. Max grade 8%
Vehicle Vocation:	Pick & Delivery, Short Haul
Operating Conditions:	City, starting grades <6%
Loading Surface:	Asphalt loading and / or unloading surface
GCW in Typical Use:	<=100,000 lbs
Application Class:	Normal Duty

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G.2. The Customer shall immediately inform Mack Trucks in writing if a change occurs in any of the conditions set out in this Article G. Notification shall be emailed to function.servicecontracts@macktrucks.com.

H. Connected Vehicle Services

H.1. This Ultra Service Agreement includes remote monitoring of fault codes, selected components, and basic truck usage relating to the Vehicle(s). Mack Trucks' service and repair instructions must be followed when repairing or replacing a component for a continued monitoring of the relevant component. Monitoring of components will only function when the relevant sensor system is operational and in line with the applicable Vehicle specification. The Services include necessary telecommunication subscriptions where applicable and are subject to the Telematics Subscription Agreement which is incorporated herein by reference. The remote monitoring shall be enabled on the In-Service Date of the Vehicle(s) of this Ultra Service Agreement

H.2. Real Time Monitoring. Mack Trucks will actively monitor several systems in the Vehicle(s) and combine the information from those systems to predict degradation of components. Mack Trucks may suggest necessary repairs to you based on the information.

I. Provision of Data

I.1. The Customer instructs Mack Trucks to provide directly the data required for the Services (as set forth in Exhibit A and B) to the EV Certified Mack Trucks dealer performing the Services.

J. General Terms & Conditions

J.1. The "General Terms & Conditions Mack Ultra Service Agreement" (herein referred to as the General Terms and Conditions), attached hereto, apply to and are considered an integral part of this Ultra Service Agreement. The Customer states that it has received a copy of the General Terms and Conditions, is familiar with and accepts them.

J.2. In case of conflicts between the General Terms and Conditions and the Ultra Service Agreement, the Ultra Service Agreement shall have precedence over the General Terms and Conditions.

This Ultra Service Agreement has been executed by Customer and Mack Trucks, Inc.	
Customer Name: Ken Whitehead, Assistant City Manager	Date: 12 / 16 / 2022
Customer Signature: <i>Ken Whitehead</i>	
Mack Trucks, Inc.	Date:
Mack Trucks, Inc. Representative Signature:	

Approved as to form and legality:

William E. Sexton

William E. Sexton, Esq.
City Attorney

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General Terms & Conditions Mack Ultra Service Agreement

1. Payments

1.1. The Customer agrees to pay Mack Trucks all charges described in the Ultra Service Agreement. Charges do not include applicable taxes, such as sales tax, which Customer will pay pursuant to the payment option selected in Ultra Service Agreement Article E.

1.2. No credits to monthly invoices will be issued in the event there is a delayed delivery or a change in the reported In-Service date of a Vehicle.

1.3. Payments shall be made without set off, counterclaim or deduction irrespective of the Vehicle's condition or performance. No third party is authorized to accept payments for Mack Trucks unless specified in the payment option selected in Ultra Service Agreement Article E and applicable billing terms.

1.4. Mack Trucks records of Customer's account will be binding absent proof of clear error to the contrary.

2. Price changes

2.1. If a change occurs in the Conditions of Vehicle Use set out in Ultra Service Agreement Article G at any time, or if Conditions of Vehicle Use was not correctly stated at Commencement Date, the Customer shall immediately inform Mack Trucks in writing. In the event of a change in the Conditions of Vehicle Use, Mack Trucks will set a new price in accordance with the new conditions of use.

2.2. Mack Trucks may adjust the price set out in Ultra Service Agreement Article E to reflect any increased statutory costs or other levies charged by state, municipal or other authorities applicable to the Services.

3. Customer Obligations

3.1. The Customer shall:

(i) Use the Vehicle safely, legally, carefully and expertly and in accordance with the use for which the Vehicle is designed and in accordance with the Conditions of Vehicle Use specified in Ultra Service Agreement Article G ("Conditions of Vehicle Use").

(ii) Ensure that the driver of the Vehicle has a valid Commercial Drivers' License (including FMCSA and the applicable state DOT rules and regulations); and physical and mental condition required to drive the Vehicle with due care and attention.

(iii) Inform Mack Trucks of any fault or breakdown of Odometer in the Vehicle and shall record the mileage driven by the Vehicle at any time during which Odometer is not functioning correctly. The necessary repairs have to be carried out immediately at the nearest EV Certified Mack Trucks dealer. In replacing Odometer previous Vehicle mileage has to be transferred to the new Odometer that is to be installed.

(iv) Ensure, subject to the applicable regulations and in accordance with the vehicle manual prescribed by the manufacturer, at its own expense that sufficient oil, grease, cooling fluid and antifreeze are present in the appropriate places in the Vehicle(s) at all times. The Customer must also keep the tire pressure correct at all times and, if necessary, tighten the wheel nuts. For fully electric truck the customer must maintain the correct Energy Storage System (ESS) charge level in accordance with the Vehicle manual,

(v) Ensure that repairs to and/or servicing of the Vehicle are carried out as per the schedule set out according to Exhibits A and B.

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(vi) Have all Services included in the Ultra Service Agreement performed by an EV Certified Mack Trucks dealer, unless Mack Trucks has specifically given its permission on a particular occasion.

(vii) Permit Mack Trucks or an EV Certified Mack Trucks dealer to inspect the Vehicle(s) for the purpose of compliance with this agreement at all reasonable times.

(viii) Not allow the removal or replacement of any component of the Vehicle except where defective or in the normal course of repair or service.

(ix) Protect the Vehicle from further damage, whether or not such breakdown is covered by this Ultra Service Agreement.

3.2. Upon request, the Customer shall inform Mack Trucks about the extent the Customer has used any other service provider other than an EV Certified Mack Trucks dealer to perform any work on the Vehicle(s). Such information shall be given as soon as is practicable and, at the latest, before the next Service is due to be provided under the Ultra Service Agreement.

3.3 Customer's selecting the Fleet Preferred Account billing option agree that they will complete and sign the Mack Trucks, Inc. Tax Questionnaire for the purpose of determine any applicable sales tax. Any changes to the Registration/Tagging/Garaging address of any VIN will be reported to Mack Trucks by sending an updated Tax Questionnaire form to function.servicecontracts@macktrucks.com. Any changes in address could result in a change in applicable sales taxes invoiced.

3.4 The Customer agrees to notify Mack Trucks in the event a Vehicle covered under this Ultra Service Agreement is traded, sold to a new owner, or declared a total loss. This notice shall be email to function.servicecontracts@macktrucks.com within 10 days of the transfer of ownership or declaration of a total loss.

3.5 Battery

(i) Mack Trucks reserves the right to use Vehicle data that is monitored remotely (including but not limited to cumulative kWh transferred to batteries, charging data, state of charge, state of health) to determine battery coverage eligibility

(ii) Customer is responsible for maintaining Vehicle data connectivity through the entire Ultra Service Agreement term; including but not limited to hardware repair / replacement (included in this Ultra Service Agreement), software / firmware updates.

(iii) Mack Trucks reserves the right to deny any battery claims that are caused by unauthorized vehicle charging specifications or vehicle modification or tampering.

(iv) Battery coverage includes the maintaining of 80% of the original charge-holding capacity during the term (i.e. time, mileage, kWh transferred to batteries) of the Ultra Service Agreement. Original charge-holding capacity is commonly referred to as "State of Health (SOH)". SOH signal is monitored remotely by Mack Trucks and is measured on a scale between 0 and 100% where 0% indicates 80%. This coverage is determined by the Electric Battery Module indicating less than 80% SOH during the term of the Ultra Service Agreement as determined by the EV Certified Mack Trucks dealer and Mack Trucks.

(v) Original charge-holding capacity is measured at the individual battery level and not as a complete system. At Mack Trucks' sole descretion, the use of remanufactured, refurbished, or other repair practices may be used to return the battery to an acceptable SOH based on the Vehicle's age, mileage and kWh transferred to the batteries. An acceptable SOH is determined solely by Mack Trucks.

4. Excluded Services and Limitations

4.1 Mack Trucks' obligation is limited to, at its sole option, repair or replacement of parts which are acknowledged by it to be defective. The defective parts or assemblies replaced shall become the property of Mack Trucks. Repairs performed by an EV Certified Mack Trucks dealer in accordance with the terms of

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the Ultra Service Agreement set forth herein are free of charge. Service consideration can only be given if the deficiency is brought to the attention of an EV Certified Mack Trucks dealer upon discovery and the Vehicle must be made available, in a timely fashion during the Ultra Service Agreement period, for repair.

4.2. The following are not included in this Ultra Service Agreement, and are specifically excluded:

(i) **REPAIR:** Any Covered Part(s) found to be defective and replaced pursuant to the Ultra Service Agreement may be replaced with a factory remanufactured part(s) at Mack Trucks or EV Certified Mack Trucks dealer's discretion. Repairs of parts do not constitute an extension of any warranty period for any Vehicle, component, or part.

(ii) **DAMAGES:** Damages due to Vehicle Use inconsistent with Use outlined in Article G of the Ultra Service Agreement, misuse, accidents, negligence, improper operations, alterations, storage or transport, operation at excessive speeds, loading beyond the factory rated load capacity, failure to follow Mack Trucks' recommended inspection, maintenance, and service procedures, and improper or insufficient maintenance services are excluded. Any damage and/or breakdown resulting from collision, road hazard, fire, theft, vandalism, riot, acts of terrorism, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, hail, water or flood, acts of God, salt, environmental damage, chemicals, unapproved or contamination of fluids, fuels, coolants or lubricants are excluded.

(iii) **Wear:** Wear items, and any service adjustment, cleaning, reprogramming, repair or replacement of a failed part not specifically identified as a Maintenance Item is excluded from this Ultra Service Agreement. Additionally, repairs or services (a) needed to a part caused by the failure of a part excluded from the Ultra Service Agreement; and (b) to non-OEM parts are excluded from the Ultra Service Agreement.

(iv) **LOSS:** Any liability for property damage, or for injury to or death of any person arising out of the operation, maintenance or use of the Vehicle(s), whether or not related to the parts covered are excluded. Loss of use, time, profit, inconvenience, or any other consequential loss, including any Consequential Damage to a non-covered part that results from a Breakdown are excluded.

(v) **PROGRESSIVE DAMAGE:** Damages due to failure of operator to take reasonable precautions to mitigate damage are excluded. Damages to a part included in the Ultra Service Agreement due to failure of a part not included under the Ultra Service Agreement are excluded. Repair is limited to failure of an included part directly causing failure of a non-included part, where reasonable precautions were taken to mitigate damages.

(vi) **CONDITION OF VEHICLE USE:** The Customer is responsible for designating the correct Condition of Vehicle Use and/or specification for a Vehicle. Damages due to Vehicle Use other than outlined in Article G of the Ultra Service Agreement or a change of Vehicle Use after the Commencement Date of this Ultra Service Agreement, including but not limited to, failures of component parts of Vehicles being operated in excess of factory rated load capacities, or the use of a Vehicle, component or part for a purpose for which it was not intended are excluded.

(vii) **ALTERATIONS:** Any Vehicle, component or part repaired, altered, or inspected in any way, so as to adversely effect, in Mack Trucks' sole judgment, its stability, durability, or reliability, is excluded.

(viii) **NON-ORIGINAL EQUIPMENT:** Any part of the Vehicle that fails, malfunctions, or does not perform as a result of improper conversion or installation of bodies or equipment by other manufacturers or suppliers is excluded.

(ix) **PERFORMANCE COMPLAINTS:** Performance complaints are excluded (including, but not limited to, low power and/or poor fuel economy). The Ultra Service Agreement is limited to defects in material and workmanship of an included part directly causing the performance issue.

(x) **WEAROUT:** Normal wear of parts is excluded. Failures attributable to wear are excluded. For example, and without limitation, the wear rate of parts in any engine or transmission, and especially those parts within the combustion area and clutch housing area, will vary depending upon operating conditions and environment. Conditions, such as load, trailer configuration, road speed and road conditions, as well as the quality of fuel, lubrication oil, and all filters bear a direct relationship to the wear rate and resulting life of parts.

(xi) **NON-GENUINE PARTS:** Any failure of any Vehicle, component or part caused by the use of parts and accessories, or major assemblies and exchange units, which do not meet factory standards is excluded.

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(xii) **LABOR:** Labor to remove and install a part pursuant to the Ultra Service Agreement is included only if an EV Certified Mack Trucks dealer originally installed the part. Labor for overtime and/or shift differential is not included. Excessive labor for a repair due to the prior installation of equipment or body is excluded.

(xiii) **MISC. EXPENSE:** Meals, lodging, communications charges, travel time and expense, loss of cargo, downtime, loss of profit/revenue, rental vehicles, driver's wages and other miscellaneous expenses are excluded. Shop supplies, lube oil, lubricants, sealers, anti-freeze, filter elements and labor performed by a non-approved location are not covered.

(ixv) **ADDITIONAL COMPONENTS:** Components or parts that are not installed by Mack Trucks, including winches, power take-offs, dumper, mixer and refuse assemblies, hoists and bodies or other special equipment are excluded. During a repair pursuant to the Ultra Service Agreement, additional time to remove any customer installed components will not be included under the Ultra Service Agreement. Mack Trucks' factory manufacturing records will be determinative as to factory installed components.

(xv) **TOWING:** Unless expressly provided in the attached Exhibits, expenses for towing or road service are excluded. Failures caused by improper towing technique are excluded.

(xvi) **SUSPENSION PARTS:** Suspension parts, including but not limited to rubber bushings, torque rod bushings, spring pins and bushings, and greased lubrication points that fail due to improper maintenance, abnormally severe service or abuse are excluded.

(xvii) **CAB STRUCTURE AND CORROSION:** Cab structural defects or cab corrosion that occurs in areas of the cab that previously were damaged, repaired, altered or modified are excluded. Cab corrosion where metal is perforated from the outside to the inside is excluded.

(xviii) **ENVIRONMENTAL DAMAGE:** Parts made out of cloth, leather, wood, rubber, synthetics, paint or chrome which have been affected by exposure to the elements or chemical influence including, but not limited to, road salt/chemicals, industrial fall-out or the use of improper cleaners, polishes and/or waxes are excluded. The cost of repairs to chrome parts, glass, cab finishing and the repair costs of paint damage as a result of loose chippings or damage are excluded. The cost of repair to and maintenance of upholstery is excluded.

(ixx) **ALIGNMENT:** Alignment of axle(s), balance of tires, changing of axle camber, caster, toe and thrust angle are excluded.

(xx) **GLASS:** Glass breakage and scratches are not included unless physical proof of manufacturing responsibility is established.

(xxi) **TIRES:** Tires are excluded.

(xxii) The adding on to the Vehicle(s) or repair of any parts or equipment necessary pursuant to legislation enacted after the Commencement Date of the Ultra Service Agreement is excluded.

(xxiii) The cost of work which the Customer is entitled to have carried out at the cost of any other party is excluded.

(xxiv) The repair and maintenance of all electrical and air hoses between the Vehicle(s) and other objects is excluded.

(xxv) The supplying of fuel and the topping off of fluids in between services is not included.

(xxvi) **CHANGES:** Mack Trucks reserves the right to make any changes in design, or make additions to or upon its products, without incurring any obligations to install the same changes on vehicles previously built.

(xxvii) **SUBJECT VEHICLE:** Service, repair and maintenance items on Vehicle(s) not identified by VIN in the Ultra Service Agreement are excluded.

(xxviii) **SUBSTITUTE VEHICLES:** No substitute vehicles will be provided as part of this Ultra Service Agreement.

Important: The Excluded Services contained in this section are made for illustration purposes only and are not exhaustive. Accordingly, to the extent permitted by law Mack Trucks reserves the right to determine other services which may be excluded in its sole judgment, and also to add other Excluded Services to its list at any time under the Ultra Service Agreement.

5. Termination; Default

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5.1. Mack Trucks is entitled to terminate the Ultra Service Agreement without prior notice and without liability towards the Customer in the event of any of the following:

- (i) The Customer, prior to entering into the Ultra Service Agreement, has failed to inform Mack Trucks or has informed Mack Trucks incorrectly of facts or circumstances on the manner of Vehicle(s) use.
- (ii) The Customer's designated Conditions of Vehicle Use, as documented in Ultra Service Agreement Article G, has changed and Customer fails to provide proper notice to Mack Trucks.
- (iii) The Customer fails to perform or observe any of the terms or conditions contained, or referred to, in the Ultra Service Agreement, or in contracts resulting from the Ultra Service Agreement or in any other contract with Mack Trucks, or commits any breach hereof whether express or implied;
- (iv) The Customer defaults in making any payment that is due;
- (v) Any meeting of the Customer's creditors is called or a petition is presented for the Customer's bankruptcy and/or in the event of liquidation, closure, take-over or similar condition of the Customer's business;
- (vi) The Customer has not followed the servicing schedule prescribed in Exhibit A;
- (vii) The Vehicle(s) has suffered a total loss, has not been correctly and expertly restored after an accident the Vehicle(s) is stolen, any distress is levied on the Vehicle(s) or the Vehicle(s) has been transferred to a third party.
- (viii) In the event the ownership of the Vehicle is transferred to a new owner, the Services provided under this Ultra Service Agreement will be terminated upon the date of transfer.
- (ix) Any Vehicle(s) on which the actual mileage or hours cannot readily be determined, or on which the odometer, hour meter, or Electronic Control Unit has been disconnected, disabled, or altered may be subject to termination.
- (x) Owner must allow Mack Trucks full access to all data stored in all Electronic Control Modules; failure to do so may result in termination of the Ultra Service Agreement.

5.2. In the event of Termination, Customer will be liable for Mack Trucks's damages and Mack Trucks' reasonable collection expenses, attorney fees and court costs, subject to any limitation or prohibition under applicable law.

6. Transfer

6.1 The Customer may not transfer or assign all or part of its rights and obligations arising out of the Ultra Service Agreement.

6.2 Mack Trucks reserves the right to transfer all or part of the right and obligations of Mack Trucks under the Ultra Service Agreement to third parties. Mack Trucks will inform the Customer of such transfer in writing.

7. Indemnity; Limitation of Liability

7.1 Customer agrees to indemnify, defend and hold Mack Trucks harmless from all claims, liabilities, suits, losses, damages and expenses arising from the operation, condition, maintenance, use and ownership of the Vehicle(s) and from the Customer's default of the Ultra Service Agreement.*

7.2. EXCEPT AS STATED HEREIN, MACK TRUCKS SHALL HAVE NO LIABILITY TO CUSTOMER, REGARDLESS OF THE FORM OF CLAIM, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECULATIVE OR SPECIAL DAMAGES, WHETHER IN TORT OR IN CONTRACT, THAT MAY ARISE, UNDER THIS AGREEMENT OR FROM THE SERVICES PERFORMED OR FAILED TO BE PERFORMED AT THE DIRECTION OF MACK TRUCKS OR BY ANY OTHER SERVICE PROVIDER UNDER THIS CONTRACT.

7.3. The Customer understands that Services purchased under the Ultra Service Agreement will be provided by independent EV Certified Mack Trucks dealers. The EV Certified Mack Trucks dealers are not the agents of Mack Trucks. Consequently, Mack Trucks is not responsible for the EV Certified Mack Trucks

* Customer's liability is limited, however, to the limits set forth in Florida Statutes Section 768.28 in force at the time the agreement was entered into by the parties. Nothing in this Agreement is intended to waive the sovereign immunity protections provided to Customer pursuant to Florida law.

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dealer's statements, warranties, actions or the services they perform, which differ from the explicit obligations of Mack Trucks pursuant to the Ultra Service Agreement.

7.4. In the event Mack Trucks is found liable to Customer for any damages, Mack Trucks' liability will be limited to no more than the total amount paid by Customer under the Ultra Service Agreement.

7.5. Mack Trucks has no duty to offer Customer a replacement Vehicle(s) or transport or care for the goods being transported, nor is Mack Trucks responsible for the cost of replacement transport, loss of use, loss of profits, Vehicle(s) contents or load, or incidental or consequential damages.

7.6. The terms of this section 7 shall survive the termination of the Ultra Service Agreement.

8. Other Important Terms

8.1. Amendments and other agreements concerning or modifying the Ultra Service Agreement must be in writing and signed by both parties. This requirement for a written form may only be waived in writing.

8.2. If any provision of the Ultra Service Agreement is held by a court to be invalid or unenforceable, such provision will be deemed to be deleted or modified to comply, and all remaining provisions will remain in force.

8.3. Mack Trucks is not liable for failing to fulfill, or having delayed fulfillment of, the conditions of the Ultra Service Agreement if fulfillment is delayed or precluded by circumstances beyond its control.

8.4. Any provision which is intended to survive the termination of the Ultra Service Agreement shall so survive.

8.5. If more than one customer signs the Ultra Service Agreement, all customers will be jointly and severally liable.

8.6. Mack Trucks failure to insist on Customer's performing its obligations shall not be deemed a waiver by Mack Trucks of its right to require such performance in the future.

8.7. The person signing the Ultra Service Agreement has the authority to sign it and bind the Customer.

8.8. Customer understands, acknowledges and consents that some of the Services in the Ultra Service Agreement run concurrent with, and/or are for parts and services that may in part be covered under the Vehicle(s) warranty, and Customer specifically consents to such overlap.

9. Applicable Law and Arbitration

9.1. **Applicable Law.** The Ultra Service Agreement shall be governed by and construed in accordance with ~~North Carolina~~ **Florida** law, without regard to its conflict of laws principles.

9.2. **Arbitration.** Any dispute, controversy or claim arising out of, or in relation to this Ultra Service Agreement, shall be finally settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitral proceedings shall be held in ~~Greensboro, North Carolina~~ **Marion County, Florida**. Without prejudice to the other provisions of this Ultra Service Agreement, all arbitral proceedings conducted pursuant to this section, all information disclosed and all documents submitted or issued by or on behalf of any of the Parties or the arbitrators in any such proceedings, as well as all decisions and awards made or declared in the course of any such proceedings, shall be kept confidential and may not be used for any other purpose than these proceedings nor be disclosed to any third party except as otherwise permitted by this Ultra Service Agreement or without the prior written consent of the Party to which the information relates or, as regards a decision or award, the prior written consent of both Parties.

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**Exhibit A: Ultra Service Agreement: Maintenance**

Scheduled Maintenance	Intervals
Main Service	Every 12 Months
Chassis Lubrication	Every Scheduled Interval
Electric Air Compressor Filter	Every 24 Months
Coolant	Every 48 Months
Air Dryer Filter	Every 12 Months
Transmission Oil and Filter	Every 24 Months
Synthetic Rear Axle Fluid	Every 48 Months
Power Steering Fluid and Filter	Every 12 Months

Preventive Maintenance	Intervals
Replace Front Brakes	As Needed
Replace Rear Brakes	As Needed
Replace Front Shock Absorbers	As Needed
Replace Rear Shock Absorbers	As Needed
Replace Windshield Wiper Blades	As Needed
12V Batteries	As Needed

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**Exhibit B: Ultra Service Agreement: Repairs**

Battery	Qualifications and Limitations
Batteries (LI-ON)	Includes: Failure due to Manufacturing Defects and Normal Wear and Tear
Battery Contactor Box	

Battery State of Health (SOH) Protection	Qualifications and Limitations
80% SOH Protection Coverage	Limitations: Protection Coverage of LI-ON Batteries due to Battery End of Useful Life (EOL). This SOH Protection is applicable only within the duration of this Service Agreement. Battery EOL is defined as the moment when the charge holding capacity of the battery, referred to as SOH, is less than 80% of its original charge holding capacity.

Uptime Services	Qualifications and Limitations
GuardDog® Connect w/ Battery Monitoring	
Mack OneCall®	
ASIST	

Electric Control System	Qualifications and Limitations
Electrical Converters and Inverters	
Electronic Control Modules	Includes: Software Updates, if applicable
Electrical Junction Boxes	
Electrical Coolant Pumps, Heaters and Valves	
Electric Air Compressor	
Electric Power Steering Pump	

Electric Powertrain	Qualifications and Limitations
Transmission	
Electric Motors	
Electric Powertrain Sensors	

Telematics	Qualifications and Limitations
Telematics Hardware (Factory Installed)	Includes: Wiring Harness

Air System	Qualifications and Limitations
Air Dryer	Includes: Purge Valve and Relief Valve Excludes: Maintenance
Air Governor	
Air Reservoir	
Cowl Vent	

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**Exhibit B: Ultra Service Agreement: Repairs**

Brakes & Wheel Ends	Qualifications and Limitations
ABS	Includes: Control Module, Relay Valves, Modulators, Wiring Harness and Sensors
Axle Shafts	
Brake Assembly	Includes: Cam Roller, Return Spring and Spider
Brake Chamber	
Brake Piping	Includes: Flex Piping Excludes: Plastic Airline Piping
Brake Valves	Includes: ATC Valve
Disc Brake Caliper	
Hub	Includes: Hub, Hub Caps and Wheel Bearings
Hubodometer	
Slack Adjuster	

Cab Components	Qualifications and Limitations
Bumper and Bumper Brackets	
Cab	Includes: Frame of Cab, Cab Mounting Excludes: Corrosion, Glass and Paint
Cab Steps	
Door	Includes: Hinges, Handles, Door Post Lock, Hinge, Locks and Window Regulator. Excludes: Glass
Factory-Installed Air Fairing, Deflectors and Extensions	Limited to: Chassis Fairings, Ground Effect Extensions, Roof Deflectors, Cab Side Deflectors, Adjustable Roof Extensions, Side Deflector Extensions, Bumper Deflectors, A-pillar Deflectors
Gear Selector and Assembly	
Grab Handles	
Hood Assembly	Includes: Grill, Hood, Hood Mounting, Ornament and Base
Interior Trim	Excludes: Wear and Tear
Keyless Entry	Receiver Module and Transmitter
Mirrors	Includes: Mounting hardware
Pedals	Includes: Accelerator, Brake, and Interior Linkage
Seats	Includes: Seat and Safety Belts
Sun Visor	Includes: Interior Visor and Factory-Installed Exterior Visors
Windshield	Includes: Front and Rear Windshield Seal
Windshield Washer & Wiper System	Includes: Reservoir, Piping, Nozzles, Wiper Motor, Arms, Linkage and Valve

Driveline	Qualifications and Limitations
Center Hanger Bracket and Bearing	Includes: Purge Valve and Relief Valve
Drive Shafts, U Joints & Yokes	

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**Exhibit B: Ultra Service Agreement: Repairs**

Electrical Covered Components	Qualifications and Limitations
Audio and Video	Includes: Factory Installed Camera, Radio
Battery Cables	Excludes: Corrosion Damage
Circuit Breakers	
Fuse Box	
Instrument Panel	Includes: Alarm, Assembly, Speedometer and Display
Lights	Includes: Back up, Cab, Headlights, Sleeper and Roof
Relays	Includes: DRL
Sensors	Includes: Cab / Vehicle Mounted Sensors
Switches	
Vehicle Electronic Control Unit	
Wire Harness	Includes: Main Cab and Chassis Harness, Door, Mirror, Steering Wheel harness for indicator and horn, Heater and Vendor Harnesses

Frame	Qualifications and Limitations
Battery Box	
Crossmembers	Includes: Hulk Bolts Excludes: Mud Flaps and Brackets
Power Box Mounting	
Fifth Wheel (Factory Installed)	Includes: Deck board, Helper and Ramp
Tow Hook	

HVAC	Qualifications and Limitations
Air Conditioner Compressor	Includes: Pulley and mounting bolts
Air Conditioning Condenser	NOTE: Dryer covered only when replacement is necessary due to a failure of a covered part.
Air Conditioning Evaporator	
Blower Motor	Includes: Resister
Expansion Valve	
Heater Controls	
Heater Control Valve	
Heater Core	
Heater Ducts	
Heater Fan	
Heater Housing and Drain Pan	
Heater Thermostat	
Lines and Tubes	Includes: A/C Hoses
Mode Box	
Mounting Brackets and Braces	
Steering	Qualifications and Limitations
Steering Axle I Beam	

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Exhibit B: Ultra Service Agreement: Repairs

Steering Column	Includes: Column Lock, Cable
Steering Gear	Includes: Bearing, Bushing, Drag Link, Mounting Bracket, Pitman Arms and Seals
Steering Knuckle	
Steering Pump	Includes: Reservoir
Steering Shaft	Includes: U-Joint
Steering Wheel	Includes: Horn Button and Contract Ring Excludes: SRS Airbag
Cross Steering Tube	Includes: Tie Rods
Suspension	Qualifications and Limitations
Shock Absorber Mounting Brackets	
Spring Mounting Brackets, Clips and U- Bolts	
Springs Front, Rear and Helper	
Stabilizer Bar and Brackets	
Suspension	Limited to OEM Suspension and Hendrickson-Manufactured Suspension Components. Excludes: Air Bags
Torque Rod	
Towing	Qualifications and Limitations
Electric Control System & Electric Powertrain Towing	Towing on warrantable Electric Control System and Electric Powertrain failures are limited to the following: • A single tow per incident to the nearest authorized EV Certified Mack Trucks Service Center • Charges in excess of \$1,000.00 USD are not covered unless Mack Action Services approves additional amounts prior to tow.
Chassis Towing	Towing on warrantable Chassis failures are limited to the following: • A single tow per incident to the nearest authorized EV Certified Mack Trucks Service Center • Charges in excess of \$1,000.00 USD are not covered unless Mack Action Services approves additional amounts prior to tow.

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Exhibit C: Ultra Service Agreement: Multiple Vehicle Listing

Customer Unit No.	VIN

Customer certifies that all Vehicles included on this Exhibit will be operated according to the Conditions of Vehicle Use outlined in Article G.

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Billing Addendum A: MFS Retail Finance Monthly Payment Contract Billing Agreement

1. **Agreement:** Mack Trucks, Inc. ("**Mack Trucks**") and CITY OF OCALA, FL ("**Customer**") are entering into this Contract Billing Agreement for the billing of the Mack Ultra Service Agreement, ("**Contract**") that the Customer has executed with Mack Trucks for the equipment described in Article B of the Ultra Service Agreement ("**Equipment**").
2. **Term:** This Agreement will be effective from the Commencement Date and remain in effect for the duration of the contract as outlined in Article C of the Ultra Service Agreement.
3. **Payments:** The total Ultra Service Agreement Amount per VIN outlined in Article E of the Ultra Service Agreement shall be divided and paid in equal consecutive monthly payments ("Ultra Service Agreement Payments"). The Billing Date in Article E shall be aligned with the date on which Customer's monthly finance/lease payment is due, as stated in the invoice from the Servicer. Customer shall also pay required taxes and other fees in addition to the Ultra Service Agreement Payments. No pre-payment penalty shall apply if the Contract is paid in full before the termination date. Unless notified otherwise in writing by Mack Trucks, Customer will make all payments due under the Contract and this Agreement directly to Mack Financial Services, a division of VFS US LLC ("**Servicer**") by check or money order or wire transfer (i.e. Customer shall not mail cash) at such address and in such manner as set forth in each invoice from the Servicer. Payments will be applied upon receipt by Servicer. Customer agrees that any attempt to have the Servicer consider a payment marked "paid in full," "without recourse," or similar language, or to register any complaint relating to this Agreement, or correspondence or communication with the Company other than regularly scheduled payments in accordance with the Contract shall be marked for special handling and addressed in writing to Servicer's Legal Department, MFS US LLC, Post Office Box 26131, Greensboro, NC 27402-6131. Customer agrees that the Servicer may accept late payments, partial payments, and payments marked "paid in full," "without recourse," or otherwise restrictively endorsed without waiving Mack Trucks' right to apply the payment to the Contract or payment in full of the entire amounts otherwise due under the Contract.
4. **Interest, Late Payments, and Other Charges:** All payments due under this Agreement must be paid in the amount and by the due date set forth in each invoice until the payment obligation has been terminated in accordance with the terms of this Agreement. All payments and obligations of Customer under the Contract and this Agreement will be made and performed without counterclaim, deduction, defense, deferment, set-off, or reduction. If any payment is not received in full by Servicer within 15 calendar days after its due date, Servicer may charge a late fee of five percent (5%) of the amount due and unpaid, which such fee shall be immediately due and payable upon receipt of written notice from Servicer. Mack Trucks may, at its option, apply all payments to any past due charges and then to charges not yet due. Customer also agrees to pay a returned check fee up to the maximum amount permitted by law for any check that is returned unpaid by Customer's financial institution, and/or for such fees to be added to the account balance for which Customer is responsible to Mack Trucks.
5. **Termination:** The Agreement will automatically terminate upon the receipt of the full total payment due and all obligations have been performed under this Agreement. Mack Trucks reserves its right to collect any and all outstanding payments, fees, charges or obligations due under this Agreement or the Contract at any time, including, but not limited to, post-termination.
6. **Assignment:** Mack Trucks may assign any or all of its rights or obligations under this Agreement. After such assignment Customer will not assert against any assignee any defense, set off, or counterclaim which Customer may have had against Mack Trucks. Customer may not assign any rights under this Agreement without Mack Trucks' prior written consent.
7. **Limitation of Liability, No Warranties:** Customer expressly acknowledges that the Services specified on each Ultra Service Agreement are to be performed solely by an EV Certified Mack Trucks dealer, and Customer shall assert any and all claims arising from such services or otherwise arising under the Ultra Service Agreement solely against the EV Certified Mack Trucks dealer. The Customer agrees that the Servicer will not be responsible for any loss or damage or breach arising in connection with this Agreement, Ultra Service Agreement or the services provided thereunder. The Servicer is only serving as a billing and collecting agent, and **THE SERVICER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES OR PRODUCTS TO BE PROVIDED BY THE AUTHORIZED EV CERTIFIED TRUCKS DEALER, AND THE SERVICER SHALL HAVE NO LIABILITY TO CUSTOMER OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, WHETHER IN TORT OR IN CONTRACT, THAT MAY ARISE, EITHER DIRECTLY OR INDIRECTLY, UNDER THIS AGREEMENT OR FROM THE SERVICES PERFORMED OR FAILED TO BE PERFORMED BY THE AUTHORIZED EV CERTIFIED MACK TRUCKS DEALER UNDER ANY CONTRACT.**
8. **Customer's Indemnities:** Customer will indemnify and hold harmless Mack Trucks, the Servicer and any of their agents for, from, and against all losses, penalties, claims, and causes of action including reasonable legal fees and expenses related to this Agreement or any Contract.*
9. **Default:** If Customer fails to make any payment within ten (10) days of the invoice due date, Customer shall be deemed in default under this Agreement, and if the Customer fails to make two (2) monthly consecutive payments, the Servicer may terminate this Agreement immediately by giving written notice to Customer. Customer also agrees that it will be in default hereunder and payment shall be returned if the check is (A) not drawn in U.S. dollars on funds on deposit in the U.S.; (B) missing a signature; (C) restrictively endorsed; (D) postdated; or (E) not paid on presentment. This Agreement may automatically terminate upon (A) Customer's becoming

*Customer's liability is limited, however to the limits set forth in Florida Statutes Section 768.28 in force at the time the agreement was entered into by the parties Nothing in this agreement is intended to waive the sovereign immunity protections provided to Customer pursuant to Florida law.

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the subject of bankruptcy or insolvency proceedings; (B) Customer's becoming the subject of attachment, foreclosure, repossession, lien, judgment, or garnishment proceedings; (C) Customer's providing the Servicer with misleading, false, incomplete or incorrect information; (D) the sale or transfer of substantially all of Customer's capital stock or assets; (E) the Servicer's receipt of information that Customer is unable or unwilling to perform the terms or conditions of this Agreement; or (F) Customer's default under any other agreement that Customer has with Mack Trucks or any of the Mack Trucks' affiliates. Mack Trucks' waiver of any of its right on any occasions will not constitute a waiver on any other occasion. Any delay in taking action under this Agreement or applicable law by Mack Trucks shall not be considered a waiver or loss of any rights of Mack Trucks.

10. Attorney's Fees: In the event of any dispute between Servicer and/or Customer, the prevailing party shall recover reasonable attorney's fees and expenses and other costs and fees incurred in connection with such dispute.

11. Governing Law: This Agreement is governed by the internal laws of the State of ~~North Carolina~~ **Florida**. Any provisions of this Agreement contrary to, prohibited by, invalid or unenforceable under applicable laws or regulations shall be revised to the minimum extent necessary to make such provision valid, but will not invalidate any remaining provisions. This Agreement shall become effective after a copy of same executed by Customer has been received by the Servicer at its North Carolina offices and when the Agreement is signed by an authorized representative of Mack Trucks; Customer therefore acknowledges that this Agreement has been made and entered into in the State of North Carolina.

12. Miscellaneous: Customer waives all exemptions, acceptances, presentment, demand for payment, notice of non-payment, protest, notice of protest, notice of dishonor, and all notices in connection with this Agreement, filing of suit and diligence in collecting all charges or enforcing any provision. Mack Trucks may correct obvious errors and fill in such blanks as serial numbers, date of first payment and the like. The terms Customer, Servicer, Mack Trucks, and dealer include heirs, executors, administrators, successors or assigns to each of them respectively. Time is of the essence in Customer's compliance with its obligations under this Agreement. All of Customer's obligations to Mack Trucks survive and continue after any termination of the Agreement. All notices required or given under this Agreement shall be in writing and delivered to the address provided in this Agreement or provided in writing to Customer by the Servicer. Customer agrees to give the Servicer at least 15 days' advance written notice of any change in Customer's name, mailing address, or telephone number.

13. Entire Agreement: This Agreement and the Ultra Service Agreement, which Customer acknowledges reading in their entirety, constitute the entire agreement between the parties (and supersedes any prior agreement between the parties) concerning the billing for maintenance or repair services performed under the Ultra Service Agreement. Customer understands that no employee or agent of Servicer or dealer has the authority to make any representations on behalf of Mack Trucks, except as set forth in this Agreement. No modification or waiver of any provision of this Agreement shall be enforceable unless included in a written document duly executed by both Customer and Mack Trucks. If any provision of this Agreement is held by a court to be invalid or unenforceable, such provision will be deemed to be deleted or modified to comply, and all remaining provisions will remain in force.

This Contract Billing Agreement has been executed by Customer and Mack Trucks, Inc.	
Customer Name: Ken Whitehead, Assistant City Manager	Date:
Customer Signature:	
Mack Trucks, Inc. Lee Brodeur	Date:
Mack Trucks, Inc. Representative Signature: <i>Lee R Brodeur</i>	01/23/2023

Approved as to form and legality:

William E. Sexton

William E. Sexton, Esq.
City Attorney

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Nextran Truck Center - Lake City
328 SW Ring Ct.
Lake City, FL 32025

386-754-8822 Phone
386-754-8925 Sales Dept. Fax



Sold to: **City of Ocala**
1805 NE 30th Ave
Ocala, FL 34470

Invoice: **4247**

Date: 10/24/2022

			Amount
	Mack Ultra Service Agreement		\$ 33,000.00
	Lump Sum Payment		
	2023 Mack LR64 BE		
	1M2LRDGCXPM001035		

Thank you for choosing Nextran for your truck purchase.
NO SALES TAX OR FET COLLECTED OR PAID

Our Service Manager is: Phillip

Our Parts Manager is: James

Feel free to call either should you need any assistance!

Signature: _____



Dealership Copy

Selling Price: **\$ 33,000.00**
Federal Excise Tax: **\$ -**
Sub Total: **\$ 33,000.00**
LESS Trade-in: **\$ -**
Net Price Difference: **\$ 33,000.00**

Disposal Fee: **\$ -**
Mack Extended Warranty: **\$ -**
Discretionary Tax: **\$ -**
Sales Tax: **\$ -**
TOTAL **\$ 33,000.00**
Due on Trade: **\$ -**
Total Price: **\$ 33,000.00**
Deposit Due: **\$ -**
Balance: **\$ 33,000.00**

Title	Mack Ultra Service Agreement (FLT/220919)
File name	CA APPROVED - Mac... (FLT 220919).pdf
Document ID	6adbc13a96bb85a160ca0ea912a9a487622ce6ce
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

Document History



11 / 28 / 2022
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Sent for signature to William E. Sexton, Esq. (ws Sexton@ocalafl.org) and Ken Whitehead (kwhitehead@ocalafl.org) from plewis@ocalafl.org
IP: 67.231.55.34



12 / 14 / 2022
14:23:38 UTC-5

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IP: 216.255.240.104



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Document ID	f63ba4e3b4e160f31c85b81695862f72ac8b8c26
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Status	● Signed

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Sent for signature to Ken Whitehead (kwhitehead@ocalafl.org)
from plewis@ocalafl.org
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12 / 16 / 2022
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IP: 216.255.240.104



COMPLETED

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The document has been completed.