
**AMENDMENT NO. 1 (Renewal)
TO THE ARCOS LLC MASTER SERVICE AGREEMENT
AND TO WORK ORDER NO. 001
DATED EFFECTIVE JUNE 30, 2021
BETWEEN ARCOS LLC AND
OCALA UTILITY SERVICES**

THIS AMENDMENT NO. 1 ("Amendment No. 1"), dated as of the final signature affixed, below, and shall be effective **June 30, 2024** ("Effective Date"), is between **ARCOS LLC** and **OCALA UTILITY SERVICES** ("Customer"), and amends that certain ARCOS Master Service Agreement, as amended ("Master Service Agreement," "MSA" or "Agreement"), previously executed between ARCOS and Customer dated effective June 30, 2021, and amends Work Order No. 001 dated effective June 30, 2021 ("W O No. 001"). This Amendment No. 1 also amends any other Amendments, Work Orders, or other Agreements executed between ARCOS and Customer. ARCOS and Customer may be referred to individually as "Party" or collectively as "Parties" in this Amendment No. 1.

As of April 1, 2022, ARCOS's physical address is 8800 Lyra Dr., Suite 200, Columbus, OH U.S. 43240 (ARCOS no longer has an office at 445 Hutchinson Ave., Suite 600, Columbus, OH U.S. 43235).

- I. **PURPOSE.** The Purpose of this Amendment No. 1 is as follows.
- A. To renew and to extend Customer's purchase/license of ARCOS Callout and the other ARCOS Products as further detailed in W O No. 0001, originally, for a period to commence **June 30, 2024** and to expire **June 29, 2027**; and,
 - B. To modify certain general terms and conditions in the Master Service Agreement and in W O No. 001.
- II. **TERM.** Customer's current agreements with ARCOS are hereby extended or such agreements will expire as follows:
- A. The Master Service Agreement and W O No. 001, each scheduled to expire **June 30, 2024**, are each hereby extended and shall remain in full force and effect until **June 29, 2027**, as amended by the terms of this Amendment No. 1.
 - B. By execution of this Amendment No. 1, ARCOS and Customer agree that the term of this Amendment No. 1 will start as of the Effective Date, **June 30, 2024**, and will expire **June 29, 2027**.
- III. **EXPIRATION OF PRICING FOR THIS AMENDMENT NO. 1.** The ARCOS Products and pricing provided for in this Amendment No. 1 shall expire at **5:00 p.m. Eastern Time on June 29, 2024** ("Pricing Expiration Date"). By way of further explanation, this Amendment No. 1 shall be void and shall be of no further force or effect in the event Customer does not return a signed Amendment No. 1 to ARCOS prior to **5:00 p.m. Eastern Time on June 29, 2024**.
- IV. **PRODUCTS AND SERVICES (Extension); INVOICING TABLE:** Existing products, licenses and fees set forth in the Agreement shall continue unless changed by this Amendment No. 1. By this Amendment No. 1, and for the term(s) set forth below, Customer has elected to extend the purchases/licenses set forth below. Pricing, below, is based upon Customer's servicing in total 55,557 meters (electric meters only). Should Customer's meter service, in total, exceed 125,000 customers, or should Customer elect to add any generation facility or line of business to the ARCOS System in addition to those presently served by ARCOS, ARCOS reserves the right to

increase Customer's annual fees, and to assess implementation, training, and/or set-up fees in addition to those described in this Work Order.

The Parties have agreed as follows:

PRODUCTS AND SERVICES (Meter-based Pricing)	FEES		
	YEAR 1 6.30.2024 – 6.29.2025	YEAR 2 6.30.2025 – 6.29.2026	YEAR 3 6.30.2026 – 6.29.2027
ARCOS Callout (includes ARCOS Mobile) (includes Usage Fees)	\$44,181	\$46,390	\$48,710
TOTAL FEES¹	\$44,181	\$46,390	\$48,710

NOTE: ¹Fees cited in this Amendment No. 1 do not include, and are in addition to, any of Customer's current fees for any previously contracted for ARCOS Products and Services unless otherwise expressly set forth herein.

BASE CALLOUT SYSTEM	Base Callout System Mobile (no location services) Email Alerts Batched Reporting Text to Speech (TTS) Call Recordings at 25/100 recordings Searchable Location Comments Callout Native Report Basic API SIREN *ARCOS Voice Recognition not included
THE ARCOS SYSTEM ALSO INCLUDES	Business Rule Automation Based on ARCOS Base System Capabilities Management Reporting ARCOS System Administration Tools ARCOS System Maintenance and Back-up Data Storage IVR Recordings (Up to 100 recordings). Should Customer require more than 25 IVR customer recordings, additional fees may apply. (Pre-recorded messages from the ARCOS library are included in the ARCOS Callout System Configuration Fee).

Invoicing Table. Fees as stated in this Amendment No. 1 will be invoiced on the dates and in the amounts as shown below.

PRODUCTS AND SERVICES (Meter-based Pricing)	FEES		
	YEAR 1 6.30.2024	YEAR 2 6.30.2025	YEAR 3 6.30.2026
ARCOS Callout (includes ARCOS Mobile) (includes Usage Fees)	\$44,181	\$46,390	\$48,710

- V. **SERVICE LEVELS:** ARCOS provide the Services and Support Services under this Amendment No. 1 in accordance with the Service Level Agreement at <https://prod.rostermonster.com/arcos/html/legal/serviceLevelAgreement.jspmm> (VER 2018).
- VI. **GENERAL TERMS AND CONDITIONS** (Updated): By this Amendment No. 1, certain terms and conditions within the Customer's MSA shall be updated as provided for in Addendum A, "Terms and Conditions," that is attached hereto and is incorporated by reference herein.

ACKNOWLEDGEMENT. Customer acknowledges that, unless otherwise amended, all other terms and conditions in the above-referenced Agreement shall remain in full force and effect.

EXECUTION. Execution and delivery of this Amendment No. 1 shall be legally valid and effective through: (i) hand-delivery; (ii) facsimile transmission, electronic mail in portable document format (".pdf") or other electronically scanned format; or (iii) use of an electronic document execution and delivery process, e.g., DocuSign®, Adobe Document Cloud.

AUTHORIZED REPRESENTATIVES. ARCOS and Customer each affirm that it has signed this agreement through its authorized representative(s).

ACCEPTED AND AGREED:

ARCOS LLC

BY:	_____
TITLE:	_____
SIGNATURE:	_____
DATE:	_____

CITY OF OCALA

BY:	_____
TITLE:	_____
SIGNATURE:	_____
DATE:	_____

PURCHASE ORDER

REQUIRED? ☐ YES ☐ NO

PO # _____

Approved as to form and legality:

William E. Sexton, Esq.
City Attorney

**ADDENDUM “A”
TERMS AND CONDITIONS**

By this Addendum “A,” certain Terms and Conditions within the Customer’s MSA shall be updated as described more fully, below: (*Italics in this Addendum indicate new language to be added to the Agreement.*)

- a. GENERAL TERMS AND CONDITIONS DEFINITIONS, is amended by adding the following language between “Affiliate” and “ARCOS Products” definitions:

“Annual CPI” means the Consumer Price Index for All Urban Consumers in the United States, on a rolling twelve-month basis, not seasonally adjusted, as published by the U.S. Bureau of Labor Statistics at: <https://www.bls.gov/cpi>.”

- b. Section 17.4, Force Majeure, is hereby amended by adding the following sentence to the end thereof to read in their entirety as follows:

“For purposes of this Section 17.4, a pandemic is considered to be an event beyond a Party’s reasonable control.”

- c. Section 17.5 Notices, is hereby amended by deleting the following provision in its entirety:

“IF TO ARCOS, then to:
ARCOS LLC
Bruce A. Duff, CEO
445 Hutchinson Ave, Suite 600
Columbus, OH 43235”

The aforementioned provision is hereby replaced with the following to read in its entirety as follows:

“IF TO ARCOS, then to:
Odus Wittenburg, Jr., CEO
8800 Lyra Dr., Suite 200
Columbus, OH 43240”