SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
April 13, 2021

AGENDA

Call to Order – Immediately following the Workshop

The Superintendent recommends approval to adopt the agenda.

1. The Superintendent recommends approval of the following contract/agreement for the 2020-2021 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2021-91 Subscription Agreement between LeaseQuery, LLC and the Suwannee County School Board pertaining to implementation of a new Governmental Accounting Standard, GASB 87 **(pgs. 2-18)**

2. The Superintendent recommends approval of the following Request for Proposal (RFP)/Bid:

   #17-209 An additional one year extension, from April 28, 2021, to April 28, 2022, to O'Neal Roofing Company for Roofing, Construction, and Repair Services, by mutual agreement between the Suwannee County School Board and O'Neal Roofing Company and in accordance with provisions authorized by Executive Order 21-45, which extends Executive Order 20-52. **(pg. 19)**

3. Discussion and possible action on the following motion that was tabled at the Special Meeting (on the Agenda Addendum) on August 11, 2020: (Note: The attachment is revised from the original that was presented at the Special Meeting on August 11, 2020.) **(pg. 20)**

   a. **Motion stated**: The Superintendent recommends approval to adopt the Administrative Salary Schedule for 2020-2021.

Adjourn

LeaseQuery
BUILT BY ACCOUNTANTS FOR ACCOUNTANTS

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT AND THE ADDENDUM TO SUBSCRIPTION AGREEMENT FOR GOVERNMENTAL ENTITIES, by and between LeaseQuery, LLC, a Delaware limited liability company ("LeaseQuery"), and Suwannee County School Board ("Client"), is effective as of the date last signed below (the "Effective Date"). In consideration for the mutual covenants and agreements contained in this Agreement (as defined below), the parties agree as follows:

1. DEFINITIONS.

1.1 "Accounting Standards" means FASB ASC Topic 840, FASB ASC Topic 842, and either (as elected by Client during implementation) (i) IFRS 16 or (ii) GASB No. 13 and GASB No. 87.

1.2 "Aggregated Data" means anonymized or aggregated data derived from the operation of the Solution, including, without limitation, aggregated information about leases or Records, reports generated by the Solution and performance results for the Solution and any derivative works of any of the foregoing.

1.3 "Agreement" means this Subscription Agreement, including any schedules, addenda and exhibits hereto.

1.4 "Business Day" means any day on which the New York Stock Exchange is open for unrestricted trading.

1.5 "Certified Service Partner" means any third party that is a member of LeaseQuery's certified service partner program, which requires, as a condition to such membership, that the participating organization, among other things, successfully complete LeaseQuery's Certified Service Partner training program and enter into a certified service partner agreement with LeaseQuery.

1.6 "Client" has the meaning set forth in the preamble.

1.7 "Client Data" means Client's lease data entered into the Solution, including, without limitation, the type and location of leased assets, rent schedules, critical lease dates and certain other lease terms and conditions.

1.8 "Client Feedback" means suggestions, enhancement requests, recommendations or other feedback provided by Client or its personnel relating to the operation or functionality of the Solution or the content of the Documentation.

1.9 "Confidential Information" means (i) information that is marked by the disclosing party as "confidential," (ii) whether or not marked as "confidential," information of a party of a special and unique nature and value relating to such matters as trade secrets, know-how, systems, programs, developments, designs, procedures, manuals, products, financial statements or forecasts, confidential reports and communications, in each case whether such information is shared prior to or during the term of the Sales Order, and (iii) with respect to LeaseQuery's Confidential Information, the terms and conditions of this Agreement, any Sales Order, or any drafts thereof, including without limitation all terms relating to pricing. "Confidential Information" shall not include Aggregated Data.

1.10 "Dispute" means any controversy or claim between the parties arising out of or relating to this Agreement, any Sales Order, or the breach, termination, enforcement, interpretation or validity thereof, or any services provided under this Agreement or such Sales Order, whether in contract, tort or otherwise.

1.11 "Documentation" means the user instructions and specifications for the Solution described in the Solution, as may be updated by LeaseQuery from time to time.

1.12 "Effective Date" has the meaning set forth in the preamble.

1.13 "FASB ASC Topic 840" means Accounting Standards Codification® Topic 840, *Leases*, as promulgated by the Financial Accounting Standards Board.

1.14 "FASB ASC Topic 842" means Accounting Standards Codification® Topic 842, *Leases*, as promulgated by the Financial Accounting Standards Board (or any successor standard), as may be modified by the Financial Accounting Standards Board from time to time.

1.15 "Force Majeure Event" means any event that is reasonably beyond the control of either party, including, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental action after the Effective Date, fire, communication line failures, power failures, earthquakes, or other disasters.

1.16 "GASB No. 13" means Statement No. 13 of the Governmental Accounting Standards Board®, *Accounting for Operating Leases with Scheduled Rent Increases*.

1.17 "GASB No. 87" means, commencing with Client's fiscal year-end financial statements for fiscal years beginning after December 15, 2019, Statement No. 87 of the Governmental Accounting Standards Board®, *Leases*, as may be modified by the Governmental Accounting Standards Board® from time to time.

1.18 "IFRS 16" means International Financial Reporting Standards (IFRS) 16, *Leases*, as promulgated by the International Accounting Standards Board (or any successor standard), as may be modified by the International Accounting Standards Board from time to time.

1.19 "Implementation" means the period during the first 60 days after the Effective Date.

1.20 "In-Scope CSP Services" means only the following types of services, as they relate to Client's use of the Solution: (i) Populating, for or on behalf of Client, the bulk upload template described in Section 2.3(b) of this Agreement with all necessary lease data in order to enable LeaseQuery to perform a bulk upload of Client's lease data to the Solution, (ii) manually analyzing, on behalf of Client, Client's leases and any amendments thereto and entering any related Records into the Solution, and (iii) uploading the lease agreements (as source documents) and attaching each such agreement to the associated Record in the Solution.

1.21 "Initial Term" means the initial term of the applicable Sales Order, as set forth in such Sales Order; provided, however, that if such Sales Order does not contain an Initial Term, the Initial Term shall be one year, commencing on the date such Sales Order is last signed by the parties.

1.22 "Intellectual Property Rights" means any and all common law, statutory and other intellectual property rights, including, without limitation, copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

1.23 "LeaseQuery" has the meaning set forth in the preamble.

1.24 "NDA" means any confidentiality or nondisclosure agreement (or other agreement with a similar purpose) entered into by the parties hereto or their respective affiliates in consideration of potentially entering into the business relationship governed by this Agreement.

1.25 "Outstanding Sales Order" has the meaning set forth in Section 6.1 of this Agreement.

1.26 "Preexisting Materials" means all items of property (including, without limitation, equipment and Intellectual Property Rights) that such party owned prior to the provision of the Professional Services.

1.27 "Professional Services" means any professional or consulting services provided by LeaseQuery to Client, including, without limitation, services related to lease review, lease analysis, lease entry, lease entry error review, reconciliation, initial Client setup services, onsite or web-based training of Client personnel, conversion of lease documents to searchable files, lease accounting consulting services, market analysis for lease terms, and other professional and consulting services.

1.28 "Record" means any individual record with a unique identifier that is entered into and stored in the Solution. A single leased asset may be comprised of multiple Records (such as for land and improvements), and a single contract may provide for multiple leased assets.

1.29 "Renewal Term" has the meaning set forth in Section 6.1 of this Agreement.

1.30 "Sales Order" shall mean any sales order or statement of work (as may be amended by a change order, amendment or otherwise, from time to time) that (i) describes the services to be provided by LeaseQuery and the fees related thereto, (ii) specifically incorporates by reference the terms and conditions of this Agreement, and (iii) is signed by both parties.

1.31 "Sensitive Personal Information" means an individual's (i) government-issued identification number, including without limitation a Social Security number, driver's license number, or state-issued identification number, (ii) financial account number, credit reporting information, or credit, debit or other payment cardholder information, with or without any required security or access code, personal identification number, or password that permits access to the individual's financial account, or (iii) biometric, genetic, health or health insurance data.

1.32 "Solution" means the specific software-as-a-service application to which Client subscribes pursuant to the applicable Sales Order.

1.33 "Taxes" means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, without limitation, value-added, excise, sales, use or withholding taxes.

1.34 "Third-Party Links" means any links contained in the Solution to, or integrations, connections or interactions (whether through an application program interface (API) or otherwise with, software or websites of third parties.

1.35 "Update" means a modification to the Solution or workaround to fix bugs, correct errors, maintain material compliance with the Accounting Standards or improve the performance or efficiency of the Solution.

1.36 "Upgrade" means a new version or release of the Solution that adds new features, functional capabilities or other improvements to the Solution, other than Updates.

2. SCOPE OF THE SERVICES.

2.1 Provision of Access to the Solution. During the term of the applicable Sales Order pursuant to which Client subscribes for access to the Solution, LeaseQuery shall enable Client to access the Solution via a website hosted by LeaseQuery or its third-party designee in accordance with and subject to the terms and conditions of the applicable Sales Order and this Agreement. LeaseQuery will make commercially reasonable efforts to maintain availability of the Solution in accordance with the SLAs set forth in Exhibit A hereto, but Client acknowledges and agrees that LeaseQuery shall not be responsible for any downtime of the Solution other than as set forth in Exhibit A.

2.2 Updates. LeaseQuery will make commercially reasonable efforts to release Updates to the Solution as necessary to ensure that throughout the term of the applicable Sales Order, the Solution operates in material compliance with the Accounting Standards, provided that Client has paid all fees that are due under this Agreement and such Sales Order. Client acknowledges that LeaseQuery is not required or obligated to provide any Updates or any Upgrades to the Solution other than those which are necessary for the Solution to continue to operate in material compliance with the Accounting Standards. Any Updates or Upgrades that are not necessary for the Solution to continue to operate in material compliance with the Accounting Standards may be offered separately with different pricing. Client agrees that its purchase of the subscription and any Professional Services is not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by LeaseQuery regarding future functionality or features.

2.3 Professional Services. All Professional Services will be provided remotely. LeaseQuery may subcontract the performance of the Professional Services or any part thereof. LeaseQuery will be responsible for the quality of any Professional Services by such subcontractors to the extent LeaseQuery would be responsible to Client under this Agreement had LeaseQuery provided such Professional Services. Unless otherwise set forth in an applicable Sales Order, each deliverable shall be deemed delivered and accepted upon its delivery. LeaseQuery shall provide the following Professional Services in accordance with the terms of this Agreement (including, without limitation, Section 5.3 of this Agreement) and the applicable Sales Order:

(a) Organizational Database Structure Setup and Training. LeaseQuery will coordinate with Client to structure Client's database in the Solution in a manner that is consistent with Client's unique organizational structure as it relates to consolidated financial reporting. In order to complete this implementation step and any of the steps in the following subparagraphs, during Implementation, Client shall (i) designate a point person at Client's corporate office (such as a controller) to serve as project manager for Client, (ii) provide LeaseQuery with, as applicable, an accurate, complete and detailed explanation of Client's cost centers, profit centers, business units, divisions, regions and locations, (iii) within no more than 30 days after LeaseQuery's request, provide LeaseQuery with Client's accurate and complete organizational structure chart showing which leases roll-up into which entities, and if and how those entities roll-up into a parent entity for financial reporting purposes, and (iv) provide any other information requested by LeaseQuery in order to complete this implementation step. In addition, LeaseQuery personnel will be available during Implementation to conduct a remote training session (not to exceed four hours) to educate Client's authorized users on the Solution. In the event Client requests any additional training, LeaseQuery may provide such training at its then-current applicable hourly rates pursuant to subparagraph (d) of this section.

(b) Bulk Record Template Configuration and Upload. Solely to the extent included in the Sales Order, LeaseQuery will review with Client a standard template for the bulk upload of Records. During Implementation, Client will populate the template with all necessary lease data and provide LeaseQuery with the properly populated template in Microsoft Excel, which LeaseQuery will use to perform a bulk upload of such Records into the Solution; provided, however, that any time devoted by LeaseQuery to correcting errors in the Client-populated template in excess of eight (8) hours shall not be included in the fee for this service and will be invoiced separately at LeaseQuery's then-current standard hourly rates. Client acknowledges that it may be necessary or more efficient to manually enter leases with complex or nonstandard terms (such as real estate leases with escalation clauses, for example). For the avoidance of doubt, this implementation service is limited to the bulk upload of lease data in order to create Records in the Solution, and it

does not include the upload of any source documents, such as lease agreements, which may be uploaded by Client or, at Client's request, by LeaseQuery pursuant to the following subparagraph.

(c) Lease Analysis and Record Entry. Solely to the extent set forth in the Sales Order, LeaseQuery will analyze Client's leases provided by Client in the format requested by LeaseQuery and enter any related Records into the Solution. If requested by Client, LeaseQuery will also upload the lease agreements (as source documents) and attach each such agreement to the Record to which it relates. If, pursuant to the Sales Order, Client purchases an initial implementation package for lease analysis and Record entry services covering up to a certain number of Records (typically referred to as "Option 1" in the Sales Order), during Implementation Client will provide LeaseQuery with all information (in the format requested by LeaseQuery) necessary to analyze such leases, enter the Records and perform any other Professional Services related thereto.

(d) Other Professional Services. As part of the implementation of the Solution and/or on an ongoing basis, LeaseQuery may provide additional Professional Services in the form, type and manner mutually agreed by the parties, subject to the terms of this Agreement and any applicable Sales Order.

2.4 Limitations of Services. Client acknowledges that LeaseQuery is not a registered public accounting firm, and some or all of the Professional Services may be performed by individuals who are not certified public accountants. LeaseQuery's performance of services, including the provision of access to the Solution and the performance of any Professional Services, does not constitute an audit in accordance with generally accepted auditing standards, an examination of or any other form of assurance with respect to internal controls, or other attestation, review or compilation services in accordance with standards or rules established by the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board or any other regulatory body. LeaseQuery will not express, and will not be deemed to have expressed, an opinion or any other form of assurance with respect to any matters as a result of the performance of any such services, including with respect to Client's financial statements or Client's operating or internal controls. LeaseQuery will not perform, and will not be deemed to have performed, any evaluation of Client's internal controls and procedures for financial reporting upon which Client's management can base its assertions in connection with the Sarbanes-Oxley Act of 2002, as amended, or any related rules or regulations. LeaseQuery will not make any representations or warranties and will not provide any assurances that Client's disclosure controls and procedures are compliant with the certification requirements of, or that Client's internal controls and procedures for financial reporting are effective as required by, any applicable law. Neither the Solution nor any Professional Services may be relied upon to identify errors or fraud should they exist. Client acknowledges and agrees that LeaseQuery is not, and will not agree to be named as, an expert under the Securities Act of 1933, as amended, or any other state or federal securities laws.

3. CLIENT DUTIES AND RESPONSIBILITIES.

3.1 Use of Output and Professional Services. Client's access to the Solution and Client's use of any outputs therefrom, all Professional Services and all other deliverables by LeaseQuery, shall be solely for Client's benefit and are not intended to be relied upon, and shall not be relied upon, by any other party. Client shall not disclose the outputs, Professional Services or other deliverables, or refer to the Solution, outputs therefrom, Professional Services or other deliverables, in any communication to any third party other than (i) Client's independent auditors solely in connection with their audit of Client's financial statements, or (ii) Certified Service Partners solely for the purpose of providing In-Scope CSP Services for Client and provided such Certified Service Partners comply with the restrictions set forth in this sentence. In the event Client creates its own materials based on the content of the outputs, Professional Services or other deliverables for disclosure to a third party, Client shall not in any way, expressly or by implication, attribute such materials to LeaseQuery or identify LeaseQuery as the source of the content reflected in such Client-created materials.

3.2 Restrictions on Use of the Solution. Client shall not (i) use the Solution in any way that violates the terms of this Agreement, the Documentation, any applicable Sales Order or applicable law; (ii) modify, copy or create any derivative works based on, or reverse engineer or decompile, the Solution, Documentation or any portion thereof; (iii) attempt to license, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise share Client's access to the Solution with any third party, except that such access may be shared as permitted under this Agreement with Client's employees (provided that separate login credentials are created for and used by each authorized user) and, solely for the purpose of providing In-Scope CSP Services for Client, a Certified Service Partner; (iv) use Client's access to the Solution or Documentation for any benchmarking or competitive purpose or to build or design any commercially available product or service; (v) interfere with or disrupt performance of the Solution or the data contained therein; (vi) attempt to gain access to the Solution or LeaseQuery's related systems or networks in a manner not set forth in this Agreement; (vii) use Client's access to the Solution to send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including, without limitation, material that violates privacy, confidentiality, Intellectual Property Rights or other rights of third parties; or (viii) share any Sensitive Personal Information with LeaseQuery or enter, or cause or request to be entered, any such information into the Solution; or (ix) access the Solution for the benefit of, or for any purpose if Client is, a competitor of LeaseQuery. Client shall be liable for the acts and omissions of all Client-authorized users relating to this Agreement or any Sales Order. LeaseQuery may alter, suspend or discontinue all or a portion of Client's access to the Solution if LeaseQuery reasonably suspects that (a) Client's access to the Solution may be causing harm to LeaseQuery or other users, or (b) such suspension is necessary to comply with law or a

request from a law enforcement agency or to prevent, remediate or mitigate an actual or potential security incident. LeaseQuery will use commercially reasonable efforts to resolve the issues causing the suspension of Solution. Client agrees that no information obtained through the Solution or the Professional Services will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by the U.S. government. Proscribed countries are set forth in the U.S. Export Administration Regulations and are subject to change without notice, and Client must comply with the list as it exists in fact. Client certifies that neither it nor any of its users are on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. Client shall reimburse LeaseQuery for all costs incurred in enforcing the use restrictions in this Section, including, without limitation, attorneys' fees, legal costs, and court or arbitration costs.

3.3 Responsibility for Client Data. Client is exclusively responsible for its financial statements and the accuracy, quality and legality of all Client Data, including, without limitation, obtaining all required authorizations, permissions and consents necessary for LeaseQuery and its contractors and subcontractors to access and use the Client Data in accordance with this Agreement. LeaseQuery shall not be responsible for (i) any Client Data entered into the Solution by Client, or (ii) any judgments made (whether by Client or LeaseQuery) with respect to any inaccuracies, ambiguities or inconsistencies in any lease agreement containing Client Data. Client is responsible for the use of the output which it obtains from the Solution. Client acknowledges that the Solution shall not serve as Client's sole repository for its lease documentation. Although copies of Client's lease documentation may be stored in the Solution, Client shall retain the original documentation or copies thereof.

3.4 Responsibility for Users and Authentication Credentials. Client shall (i) be responsible for safeguarding its user names and passwords, (ii) be responsible for the identification and authentication of its users and any access, whether or not authorized by Client, to the Solution that results from the actions or omissions of Client or any of its personnel, and (iii) notify LeaseQuery promptly of any unauthorized access or use.

3.5 Cooperation with Provision of Professional Services. Client shall cooperate reasonably and in good faith with LeaseQuery in the execution of the Professional Services by, without limitation, (i) attending and actively participating in scheduled meetings; (ii) promptly providing complete, accurate and timely information, data and responses as requested by LeaseQuery; and (iii) promptly completing any other tasks or approvals that are reasonably necessary to enable LeaseQuery to efficiently complete the Professional Services.

3.6 Certified Service Partners. In the event that Client elects to engage any Certified Service Partner to provide any In-Scope CSP Services, Client (i) acknowledges and agrees that any services provided by any Certified Service Partner shall be provided directly to Client, solely for the benefit of and reliance by Client, and subject to any terms or conditions that may be entered into directly between Client and such Certified Service Partner; (ii) acknowledges and agrees that no such Certified Service Partner shall be deemed a subcontractor, agent or client of LeaseQuery, and LeaseQuery shall have no responsibility for, and shall have no obligation to review, any services provided by any Certified Service Partner; and (iii) hereby releases LeaseQuery from any claims arising out of or relating to any services provided by any Certified Service Partner for Client.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1 Ownership; Reservation of Rights. LeaseQuery owns and reserves all right, title and interest in and to the Solution, Documentation and other LeaseQuery Intellectual Property Rights. No rights are granted to Client under this Agreement or any Sales Order other than as expressly set forth in this Agreement. Under no circumstance will Client have the right to access the object code or source code for the Solution. By submitting Client Feedback, Client hereby assigns to LeaseQuery all right, title and interest in and to such Client Feedback to LeaseQuery. LeaseQuery shall have no obligation to accept or incorporate Client Feedback, and Client shall have no obligation to provide Client Feedback.

4.2 Client Data. Client agrees to allow LeaseQuery to collect Client Data and use Client Data for the purposes of providing the Solution and performing the Professional Services and to create Aggregated Data. As between Client and LeaseQuery, Client owns all Client Data, and LeaseQuery owns all Aggregated Data. Nothing in this Agreement shall be construed as prohibiting LeaseQuery from utilizing the Aggregated Data for purposes of LeaseQuery's business, provided that LeaseQuery's use of Aggregated Data will not reveal the identity, whether directly or indirectly by a reasonably foreseeable method, of Client, any individual or any specific data entered by Client (or by LeaseQuery on behalf of Client) into the Solution.

4.3 Professional Services; Preexisting Materials. In connection with the provision of Professional Services, each party shall be the sole and exclusive owner of all Intellectual Property Rights in and to its Preexisting Materials and any modifications, derivatives, or improvements it makes thereto. Except as expressly set forth herein, both parties understand and agree that no license, right, title or interest in any of the other party's Preexisting Materials or Intellectual Property Rights is granted under this Agreement and neither party will gain by virtue of this Agreement or any Sales Order any rights of ownership in any Intellectual Property Rights or Preexisting Materials owned by the other party. Neither party shall make, have made, sell, offer to sell, use, disclose, reproduce, distribute, perform,

display, modify, copy or create derivative works of any of the other party's Preexisting Materials or Intellectual Property Rights in any form or forum without the other party's prior written consent. Notwithstanding the foregoing, during the term of this Agreement, Client grants LeaseQuery a royalty-free, nonexclusive, nontransferable right to use Client's Preexisting Materials and Client's Intellectual Property Rights to the extent necessary for LeaseQuery to perform the Professional Services requested by Client.

4.4 Indemnification for Infringement. Subject to Section 8 of this Agreement, LeaseQuery shall indemnify, defend and hold Client harmless from and against any third-party claims or suits arising out of actual infringement by the Solution and the reports generated by the Solution of the third-party's Intellectual Property Rights, provided that (i) Client immediately notifies LeaseQuery in writing of the third-party claim, (ii) Client tenders to LeaseQuery complete control of the defense, and (iii) Client cooperates with LeaseQuery in its defense of the claim at LeaseQuery's expense. These obligations of LeaseQuery do not apply with respect to claims arising out of or related to Client Data or to portions or components of the Solution or reports generated by the Solution (A) that (in the case of reports generated by the Solution) are modified (other than by LeaseQuery) after delivery by LeaseQuery, (B) where Client continues the allegedly infringing activity after being notified thereof, or (C) where Client's use of the Solution or reports generated by the Solution is not in accordance with this Agreement and the applicable Sales Order. If LeaseQuery or Client is enjoined from providing access to, or using, the Solution or LeaseQuery reasonably believes that LeaseQuery or Client will be enjoined, LeaseQuery shall have the right, at its sole option, to obtain for Client the right to continue to access the Solution or to replace or modify the Solution so that it is no longer infringing. If neither of the foregoing options is commercially practicable to LeaseQuery, then Client's access to the Solution may be terminated at the option of LeaseQuery and LeaseQuery shall refund or offset against other amounts due to LeaseQuery any prepaid subscription fees prorated for the portion of the then-current term remaining after the effective date of the termination. The obligations set forth in this paragraph shall be LeaseQuery's sole and exclusive obligations, and Client's sole and exclusive remedy, for infringement.

5. FEES; CHARGES.

5.1 Invoices; Payment. Fees and expenses will be invoiced to Client in accordance with the terms and conditions of this Agreement, unless otherwise agreed by the parties and set forth in the applicable Sales Order. All fees and expenses due under this Agreement or any Sales Order shall be due and payable within thirty (30) days of the invoice date. Client shall provide LeaseQuery with complete and accurate billing and contact information, including a valid email address for receipt of invoices, and shall promptly update LeaseQuery with any changes to such information. Except as specifically set forth in this Agreement, all payment obligations are non-cancelable and all payments made are non-refundable. Any payment not received from Client by the due date will accrue interest from the date such payment is due until the date such payment is paid at the compounded monthly rate of the lesser of 2.0% of the outstanding balance or the maximum rate permissible under applicable law. Client shall reimburse LeaseQuery for all costs incurred in collecting any overdue payments and related interest, including, without limitation, attorneys' fees, legal costs, court or arbitration costs and collection agency fees.

5.2 Subscription Fees. LeaseQuery reserves the right to adjust the subscription fees in connection with any renewal of the Sales Order. Any such change may be evidenced solely by the invoice submitted by LeaseQuery for such upcoming Renewal Term; provided, however, that with respect to any increase in annual subscription fees by an amount that exceeds an annual, compounded rate of three percent (3%), calculated from the Effective Date through the effective date of the increased fees, LeaseQuery must first provide such invoice or other notice to Client at least 60 days before the end of the then-current term. Except to the extent the applicable Sales Order specifically provides that subscription fees are to be calculated on a per-Record basis, all subscription fees are based on access rights acquired and shall not be contingent on any actual access, the entry of any Records or the completion of any Client-requested software integration or software development. In the event that an applicable Sales Order provides that additional or supplemental fees shall be payable if a specified number of Records is exceeded (a "Record Threshold"), unless otherwise provided in such Sales Order, (i) the number of Records to be measured against the Record Threshold shall be calculated as the maximum number of Records maintained by the Solution at any time during the term of any Sales Order, and (ii) once such Record Threshold has been exceeded, such additional or supplemental fees may be invoiced, and shall be payable, in advance for the remainder of the then-current term and shall be calculated based on the number of full or partial months (without intramonth proration) from the date such Record Threshold is exceeded through the end of the then-current term.

5.3 Fees for Professional Services. Unless otherwise agreed upon by the parties, all Professional Services specifically described in a Sales Order shall be provided at the hourly or per-Record rate or fixed fee set forth in such Sales Order, provided that LeaseQuery reserves the right to change such hourly or per-Record rates upon 60 days' notice (which may be in the form of an invoice) in connection with a renewal of the Sales Order. Any fees for lease analysis and Record entry services set forth in the Sales Order (whether paid upfront based on a maximum number of Records or per-Record on an ongoing basis) include, for each Record, one original lease and one amendment. An additional $50 fee will apply for each additional amendment (invoiced monthly in arrears). To the extent LeaseQuery does not receive during Implementation (and, with respect to Client's accurate and complete organizational structure as described in Section 2.3(a) of this Agreement, within no more than 30 days after LeaseQuery's request) information necessary to complete any of the implementation-related Professional Services described in Section 2 of this Agreement, LeaseQuery will reallocate its resources as needed to perform such Professional Services after Implementation at LeaseQuery's then-current standard hourly rates

or, in the case of lease analysis and Record entry services, at the per-Record rate set forth in the Sales Order for such services provided at an "as needed" basis (typically under "Option 2" in the Sales Order). Unless otherwise specified in an applicable Sales Order, all Professional Services shall be provided on a time and materials basis at LeaseQuery's then-current standard rates and invoiced in arrears no more frequently than on a monthly basis in increments not to exceed one hour.

5.4 Suspension of Services. Without limiting any of LeaseQuery's rights to suspend or discontinue access to the Solution pursuant to any other provision of this Agreement, LeaseQuery may, without liability to Client, alter, suspend, or discontinue all or a portion of Client's access to the Solution and/or the Professional Services at any time if LeaseQuery believes in good faith that Client has breached, or intends to breach, any of the terms of this Agreement or any Sales Order, including, without limitation, the failure to pay any invoiced fees or expenses in a timely manner.

5.5 Taxes. LeaseQuery's fees do not include any Taxes. Client is responsible for paying all Taxes related to this Agreement or any Sales Order, excluding LeaseQuery's income taxes. If LeaseQuery has a legal obligation to pay or collect Taxes for which Client is responsible under this section, regardless of when LeaseQuery is made aware of such legal obligation, the appropriate amount shall be invoiced to and promptly paid by Client (without reducing the amount of fees or expense reimbursements to which LeaseQuery is entitled under this Agreement and any Sales Order), unless Client provides LeaseQuery with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. TERM AND TERMINATION.

6.1 Term. This Agreement shall be in effect for so long as any Sales Order signed by both parties has not expired or been terminated (each, an "Outstanding Sales Order"). This Agreement shall automatically terminate upon the expiration or termination of all Outstanding Sales Orders. Unless otherwise specified in the Sales Order, the term of each Sales Order shall commence on the date such Sales Order is last signed by the parties and shall continue for the Initial Term. Thereafter, the Sales Order shall automatically renew for an unlimited number of consecutive one-year terms (each, a "Renewal Term") unless (i) otherwise specified in a Sales Order or (ii) either party provides written notice of such party's determination not to renew the Sales Order at least 30 days and no more than 120 days prior to the expiration of the then-current term. In the event either party declines to renew any Sales Order in accordance with the preceding sentence for any or no reason, such party shall not have any liability to the other party merely as a result of such non-renewal, including without limitation any claim for detrimental reliance.

6.2 Termination by Either Party for Breach. Any Sales Order may be terminated by either party if the other party materially breaches the terms or conditions of this Agreement with respect to such Sales Order and the breaching party fails to cure such breach within 30 days of the date that written notice of the breach is given by the non-breaching party.

6.3 Termination for Conflict with Law. Any Sales Order may be immediately terminated by LeaseQuery with written notice to Client if LeaseQuery determines that the provision of services in exchange for the fees as set forth in this Agreement or in the applicable Sales Order may be in conflict with law or would subject LeaseQuery to industry-specific registration, certification, licensing or similar requirements.

6.4 Effect of Termination. Upon a termination of any Sales Order or this Agreement for any reason, Client shall promptly (but in no event within more than 30 days) pay LeaseQuery all amounts owed as of the effective date of the termination, including, without limitation, the subscription fees for the unexpired then-current term (to the extent not already paid). Client may export its Client Data at any point during the term of this Agreement, provided such access has not been suspended in accordance with the terms of this Agreement. In addition, LeaseQuery will retain the Client Data stored in the Solution for at least 90 days following the effective date of the termination of this Agreement. Upon LeaseQuery's receipt during such 90-day period of Client's written request, so long as all amounts due to LeaseQuery under this Agreement and all Sales Orders have been paid, LeaseQuery will make all such Client Data available to Client in a .csv or other mutually agreeable format. Following this 90-day period, Client may permanently lose its data.

7. REPRESENTATIONS; WARRANTIES; DISCLAIMERS.

7.1 Representations and Warranties. Each party represents, with respect to this Agreement and any applicable Sales Order, that (i) it has the requisite power, authority and capacity to enter into this Agreement or the Sales Order, and (ii) this Agreement and the Sales Order each constitute a legal, valid and binding obligation, enforceable against such party. Client represents and warrants that it (a) is not a competitor of LeaseQuery and (b) has obtained all required authorizations, permissions and consents necessary for LeaseQuery and its contractors and subcontractors to access and use the Client Data for the purposes described herein. LeaseQuery warrants that (1) the Solution shall operate materially in accordance with the terms of this Agreement and the applicable Sales Order, provided that Client's sole and exclusive remedy for noncompliance with the SLAs set forth in Exhibit A are as set forth in Exhibit A; and (2) any Professional Services shall be performed in good faith.

7.2 Warranty Remedies. To receive remedies for LeaseQuery's breach of a warranty, Client must promptly report the breach of warranty in writing to LeaseQuery no later than thirty (30) days of the first date the deficiency is identified by Client. As Client's sole and exclusive remedy and LeaseQuery's sole liability for an act or omission constituting a breach of warranty, (i) LeaseQuery shall correct the deficiency at no additional charge to Client, or (ii) in the event it is not commercially practicable for LeaseQuery to correct such deficiencies after good-faith efforts, LeaseQuery shall refund to Client or offset against other amounts due to LeaseQuery any fees paid allocable to the defective portion of the service from the date LeaseQuery received such notice.

7.3 WARRANTY DISCLAIMER. Except for the limited warranties expressly provided in Section 7.1 of this Agreement and to the maximum extent permitted by applicable law, LeaseQuery makes no warranties of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties, including, without limitation, any warranties of merchantability or fitness for a particular purpose with respect to the Solution, Professional Services and/or related documentation. LeaseQuery does not warrant that the Solution will be error free or uninterrupted or that any integration with a third-party software provider will remain available for the duration of Client's subscription. Loss of internet access or failure of any third-party software, hardware or other interfacing or communicating device is Client's responsibility and is not warranted by LeaseQuery.

8. LIMITATION OF LIABILITY; INDEMNIFICATION.

8.1 DISCLAIMER OF CERTAIN DAMAGES. Under no circumstances shall LeaseQuery or any of its affiliates or subcontractors have any liability whatsoever for (i) any damages of any kind arising out of any interruption in availability of internet connectivity or the Solution, (ii) any damages of any kind arising out of errors in the entry of Records, or (iii) any consequential, indirect, incidental, punitive, special or exemplary damages, loss of client's profit or revenue, loss of use, loss of data or business interruption damages.

8.2 LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of LeaseQuery or any of its affiliates or subcontractors, regardless of the cause and regardless of any other failure of any provision or undertaking in this Agreement, under contract, tort or any other theory of liability (including claims alleging negligence), exceed (i) in case of causes of action that arise out of or relate to Professional Services, the total amounts paid by Client to LeaseQuery for the Professional Services giving rise to the claim during the six months preceding the date such cause of action arises, and (ii) in the case of any other cause of action, 50% of the annualized subscription fee (to the extent paid by Client) as of the date such cause of action arises, except to the extent resulting from LeaseQuery's willful misconduct or bad faith. In circumstances where any limitation of liability or indemnification provision in this agreement is unavailable, the aggregate liability of LeaseQuery and its affiliates and subcontractors for any claim shall not exceed an amount that is proportional to the relative fault that the conduct of LeaseQuery and its affiliates and subcontractors bears to all other conduct giving rise to such claim.

8.3 INDEMNIFICATION. To the maximum extent permitted by applicable law, Client shall indemnify and hold harmless LeaseQuery, its affiliates and subcontractors, and their respective personnel from all claims, liabilities and expenses (including, without limitation, attorneys' fees) attributable to claims of third parties relating to or resulting from the use of the Solution or the use or disclosure of any outputs therefrom, any Professional Services or any other deliverables from LeaseQuery. This indemnification provision applies regardless of whether the third-party claim is caused or alleged to be caused in whole or in part by the indemnified party; provided, however, that it shall not apply to the extent of LeaseQuery's willful misconduct or bad faith.

9. CONFIDENTIALITY.

Each party acknowledges that in the course of this Agreement, it may have access to and may be making use of, acquiring or adding to Confidential Information of the other party. Each party hereby confirms that it will not, using at least the same degree of care as it employs in maintaining in confidence its own Confidential Information of a similar nature (but in no event less than a reasonable degree of care), disclose any such Confidential Information to a third party except with the prior written consent of the other party or as specifically provided in this Agreement. This Agreement imposes no confidentiality obligation upon the receiving party with respect to information that (i) was in the receiving party's possession before receipt from the disclosing party without an obligation to keep such information confidential; (ii) is or becomes available to the public through no fault of the receiving party; (iii) is received in good faith by the receiving party from a third party not subject to an obligation of confidentiality owed to the disclosing party and who discloses the Confidential Information without an obligation of confidentiality; or (iv) is disclosed as required by law or regulation, to respond to governmental inquiries, or in connection with litigation pertaining hereto, provided in each case that the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest or otherwise limit the disclosure. If a party discloses (or threatens to disclose) any Confidential Information of the other party in breach of confidentiality protections in this Section, the other party shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, it being acknowledged by the

parties that any other available remedies may be inadequate. Client hereby consents to LeaseQuery disclosing Client's Confidential Information to contractors providing administrative, infrastructure and other support services to LeaseQuery, subcontractors providing services in connection with this Agreement, whether inside or outside of the United States, and actual or potential investors or acquirers. With respect to any NDA, notwithstanding anything to the contrary in such NDA, the obligations of the parties under such NDA shall be superseded in their entirety by the observance by the parties of the confidentiality obligations in this Agreement, and any Confidential Information shared under such NDA shall be treated as Confidential Information under this Agreement.

10. MISCELLANEOUS.

10.1 Notices. All notices, requests, consents, claims, demands, waivers and other legal communications related to this Agreement or any Sales Order shall be deemed to have been delivered (i) if delivered personally to the recipient or to an officer of the party, when received by such party, (ii) if delivered via certified mail, on the third Business Day following dispatch, or (iii) if delivered by nationally recognized overnight courier (with all fees prepaid), on the first Business Day following dispatch; provided, however, that (in the case of subclauses (i) through (iii) of this sentence) such notice shall be deemed effective only if delivered in accordance with this sentence and only if delivered to, or to the attention of, the individual(s) and address set forth in the Sales Order. Notwithstanding the foregoing, all notices provided in accordance with Section 5 or the last sentence of this Section 10.1 and consents provided in accordance with Section 10.3 may be provided via email, and any such notice or consent provided via email shall be deemed effective when such email is sent. Each party may modify its recipient of notices or the address for notices by providing notice pursuant to this Agreement.

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger Kirk P.A.
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

10.2 Force Majeure. Neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement or any Sales Order if such act, omission, or failure arises from any Force Majeure Event. The party unable to fulfill its obligations due to the Force Majeure Event will as soon as practicable notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure and use reasonable means to avoid or remove the cause and perform its obligations.

10.3 Marketing. Client acknowledges and agrees that LeaseQuery may use the name, logo or marks of Client and its affiliates in a representative client list or other marketing material. Client may revoke the rights granted in this paragraph at any time by providing at least thirty (30) days' written notice to LeaseQuery.

10.4 Third-Party Links. The Solution may contain Third-Party Links. Anything accessed through Third-Party Links from the Solution are independent from LeaseQuery, and LeaseQuery has no control over the software, website, security or information accessed through the Third-Party Links. Any Third-Party Links are provided to Client as a convenience, and LeaseQuery is not responsible for any Third-Party Links or any content thereof. In addition, provision of the Third-Party Links does not imply that LeaseQuery endorses or accepts any responsibility for the content or use of such Third-Party Links or the content thereof. Client acknowledges integrated third-party software providers may discontinue the integration with the Solution with or without notice, and LeaseQuery shall not be responsible for any discontinued integration.

10.5 Entire Agreement; Amendment and Modification. This Agreement (together with any Sales Order) contains the entire agreement and understanding among the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof, including, without limitation, any NDA. Payment of invoices shall not be dependent upon a Client-generated purchase order. Client's provision of any such purchase order under this Agreement shall be for the informational purposes only, and such purchase order will not modify the terms or become part of this Agreement, or otherwise affect either party's rights or obligations, in any way. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement. No modification, amendment, or waiver of any provision of this Agreement or any Sales Order shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

10.6 Interpretation. This Agreement is the result of negotiations between, and has been reviewed by, the parties and their respective legal counsel, and shall be construed without regard to any presumption or rule requiring construction or interpretation against

the party drafting an instrument or causing any instrument to be drafted. Headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. If any date on which a party is required to make a payment or a delivery pursuant to the terms of this Agreement or a Sales Order is not a Business Day, then such party shall make such payment or delivery on the preceding Business Day. Any schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

10.7 Severability. If any provision of this Agreement or any Sales Order is held to be invalid, illegal, or unenforceable, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of this Agreement or such Sales Order will remain in full force and effect.

10.8 Waiver. Failure of either party to seek remedy of any breach of any portion of this Agreement or any Sales Order by the other party from time to time shall not constitute a waiver of such rights in respect to the same or any other breach.

10.9 Assignment. Client shall not assign, voluntarily or involuntarily, all or any portion of this Agreement (or any Sales Order) without the prior written consent of LeaseQuery, provided that, upon advance written notice to LeaseQuery, Client may assign all (or a portion) of its rights and obligations under this Agreement (together with all Sales Orders) without LeaseQuery's consent to a successor by merger or a purchaser of all or substantially all of Client's assets, but only if, as reasonably determined by LeaseQuery, such successor or purchaser is not a competitor of LeaseQuery. In the event of a purported assignment or delegation of any of Client's rights or obligations under this Agreement (or any Sales Order) made in violation of this section, such assignment or delegation shall be void, and LeaseQuery shall have the right to terminate this Agreement immediately upon written notice to Client without limiting any of LeaseQuery's other rights or remedies herein. Any assignment or delegation that is made in accordance with this section shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

10.10 No Third-Party Beneficiaries. This Agreement and any Sales Order are for the sole benefit of the parties hereto and their respective permitted successors and assigns and nothing herein or in any Sales Order, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement or any Sales Order.

10.11 Limitation on Actions. No action relating to any Dispute (other than to collect unpaid invoices) may be brought more than one year after the cause of action accrued, and Client shall not raise any Dispute based on the alleged inaccuracy of an invoice more than ninety (90) days after the invoice date.

10.12 Survival. Notwithstanding anything herein to the contrary, the provisions of Section 1, Section 3.1, Section 3.2, Section 3.6, Section 4, Section 5.5, Section 6.4, Section 8, Section 9 and Section 10 hereof shall survive any termination or expiration of this Agreement.

10.13 Conflicts. In the event of a conflict between the terms of this Agreement and a Sales Order, the terms of this Agreement shall control, except to the extent that a Sales Order expressly provides that certain provisions therein shall control over specified provisions of this Agreement.

10.14 Governing Law. Issues of arbitrability shall be determined by an arbitrator in accordance with the federal substantive and procedural laws relating to arbitration; in all other respects, all matters arising out of or relating to this Agreement or any Sales Order shall be governed, construed and enforced in accordance with the laws of the State of Delaware, without reference to the conflicts of law principles that would require the application of any other law.

10.15 Arbitration. Any Dispute (including, without limitation and for the avoidance of doubt, the determination of the scope or applicability of this Section) shall be finally determined and resolved on an individual basis by binding arbitration in Atlanta, Georgia. The arbitration shall be administered by JAMS Mediation, Arbitration and ADR Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures or pursuant to JAMS' Streamlined Arbitration Rules and Procedures, if applicable (collectively, the "Rules") that are in effect at the time of the commencement of the arbitration, except to the extent modified by this section. LeaseQuery and Client agree that, by choosing individual arbitration as the means of dispute resolution, each party waives the right to a jury trial and to assert class or collective action claims against the other. The obligation to arbitrate shall extend to and encompass any claims that either party may have or assert against any of the other party's personnel. The arbitration shall be conducted before one arbitrator to be appointed in accordance with the applicable provisions of the JAMS Rules. No arbitrator may serve as an arbitrator with respect to the Dispute unless such arbitrator agrees in writing to abide by the terms of this section. Except with respect to the interpretation and enforcement of these arbitration procedures, the arbitrator shall apply the governing law set forth herein in connection with the Dispute. The arbitrator shall have no power to award damages inconsistent with this Agreement, including the limitations on liability herein. To the extent the arbitration is governed by JAMS' Streamlined Arbitration Rules and Procedures, no discovery shall be permitted in connection with the arbitration, except to the extent that it is expressly authorized by the arbitrator upon a showing of substantial need by the party seeking discovery. The parties and the arbitrator shall maintain the confidential nature of the arbitration proceeding and the

award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. This clause shall not preclude LeaseQuery from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Except as set forth in Section 3.2 and Section 5.1 of this Agreement, each party shall bear its own costs in connection with a Dispute, including, without limitation, attorneys' fees and arbitration costs, provided that the parties shall share the fees and expenses of the arbitration tribunal and arbitrator equally.

10.16 If Client is a U.S. federal government department or agency or contracting on behalf of such department or agency, all services described herein, including the provision of access to the Solution and all Professional Services, are "Commercial Items" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, and supporting Professional Services in accordance with paragraph (5) of the definition of "Commercial Item" in 48 C.F.R. §2.101. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, access to the Solution and supporting Professional Services are provided to Client with only those rights as provided under the terms and conditions of this Agreement and any applicable Sales Order.

10.17 Multiple Counterparts. This Agreement and any Sales Order may be executed in multiple counterparts, including facsimile signatures (e.g., pdf files) and digital signatures using digital software that electronically captures, or otherwise allows a signatory to adopt, an identifying mark as such person's signature to this Agreement or such Sales Order (e.g., Docusign®), each of which shall be deemed an original, but all of which shall be deemed to be one and the same agreement. A signed copy of this Agreement or a Sales Order delivered by e-mail or other means of electronic communication shall be deemed to have the same legal effect as delivery of an original signed copy.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Subscription Agreement as of the date last signed below.

LeaseQuery, LLC

By: _____

Name: Chris Ramsey

Title: Chief Revenue Officer

Date: _____

Suwannee County School Board

By: _____

Name: Tim Alcorn

Title: Board Chairman

Date: _____

By: _____

Name: Ted L. Roush

Title: Superintendent of Schools

Date: _____

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Exhibit A
Service Level Agreements (SLAs)

LeaseQuery's Solution is a software-as-a-service based on a multi-tenanted operating model that applies common, consistent management practices for all clients using the service. This common operating model, which requires LeaseQuery to make uniform availability commitments across its client base, allows LeaseQuery to provide the high level of service reflected in its agreements with its clients. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement.

1. **Service Availability.** LeaseQuery's service availability commitment for a given calendar month is 99.9%, excluding Planned Maintenance. For purposes of calculating service availability, (i) "Total" means the total minutes in the month; (ii) "Unplanned Outage" means the total minutes for which Client notifies LeaseQuery within 30 days after the end of the applicable month and LeaseQuery confirms that the Solution is unavailable due to an unplanned outage during the month; and (iii) "Planned Maintenance" means the total minutes of planned maintenance during the month. Planned Maintenance will occur only between 12:00 a.m. (midnight) and 2:00 a.m. (Eastern Daylight Time), Monday through Friday, or, on Friday and Saturday, between 11:00 p.m. and 5:00 a.m. the following morning (Eastern Daylight Time). All times are subject to change upon reasonable notice. If actual maintenance occurs outside of the times reserved for Planned Maintenance, such time is considered an Unplanned Outage. If actual maintenance is less than the time reserved for Planned Maintenance, the difference will not be applied as a credit to offset any Unplanned Outage time for the month. The measurement point for service availability is the availability of the Solution at the hosting data center's internet connection points. Service availability is calculated per month as follows:

$$\left(\frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \text{ X } 100 \geq 99.9\%$$

2. **Noncompliance with Service Availability Commitment**. The consequences of a failure by LeaseQuery to meet the service availability commitment set forth above are set forth below:

(a) First month of missed availability: If requested by Client, the parties shall meet telephonically, at Client's request, to discuss potential corrective actions.

(b) Second consecutive month: 10% of the subscription fee for the applicable month.

(c) Third consecutive month: 20% of the subscription fee for the applicable month.

(d) Fourth consecutive month: 30% of the subscription fee for the applicable month.

(e) Fifth consecutive month: 40% of the subscription fee for the applicable month.

(f) Sixth consecutive month: 50% of the subscription fee for the applicable month.

(g) More than six consecutive months: Within 30 days of such failure, either party shall have the option to terminate the Agreement.

Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon the expiration or termination of the Agreement, paid to Client directly or offset against other amounts due to LeaseQuery hereunder. The remedies set forth in this exhibit shall be Client's sole remedies and LeaseQuery's sole liability for missed service availability commitments.

ADDENDUM TO SUBSCRIPTION AGREEMENT
FOR GOVERNMENTAL ENTITIES

This addendum (this "Addendum"), effective as of the date last signed below, supplements and amends the terms of the Subscription Agreement entered into by and between LeaseQuery, LLC ("LeaseQuery") and Suwannee County School Board ("Client") (as amended, the "Subscription Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Subscription Agreement. In the event of a conflict between this Addendum and the Subscription Agreement, this Addendum shall control solely to the extent of such conflict. The parties hereto agree to amend the Subscription Agreement as set forth below, effective as of the date this Addendum is last signed below.

1. **Governing Law.** The parties hereby agree that all matters arising out of or relating to this Addendum, the Subscription Agreement or any Sales Order shall be governed, construed and enforced in accordance with the laws of the State of Florida without reference to the conflicts of law principles that would require the application of any other law.

2. **No Arbitration; Exclusive Jurisdiction**. Solely to the extent required by applicable law, any mandatory arbitration provision in the Subscription Agreement is hereby removed and, in its place, the following shall apply:

   > The parties hereby irrevocably submit to the exclusive jurisdiction of the federal or state courts located in Suwannee County, Florida for purposes of any suit, action or other proceeding arising from this Addendum, the Subscription Agreement or any Sales Order, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or thereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts. Each of the parties hereby consents to and grants any such court jurisdiction over the person of such parties and over the subject matter of any such dispute.

3. **Indemnification by Client**. Solely to the extent required by applicable law, any obligation of Client to indemnify LeaseQuery or its affiliates or subcontractors under the Subscription Agreement is hereby deleted.

4. **No Automatic Renewals.** Notwithstanding anything to the contrary in the Subscription Agreement, no Sales Order shall automatically renew, and all provisions in the Subscription Agreement relating to automatic renewals (such as the definition of a "Renewal Term" and any obligation of LeaseQuery to notify Client of upcoming Renewal Terms or pricing or other adjustments related to such Renewal Terms) are hereby removed. Instead, the term of each Sales Order shall commence on the date such Sales Order is last signed by the parties and shall automatically terminate upon the conclusion of the initial term set forth in such Sales Order (the "Initial Term"), unless the parties agree to execute a new Sales Order for an additional term. Notwithstanding the foregoing, if Client continues to access the Solution after the termination of the Sales Order related thereto, such access shall be subject to the terms of this Agreement.

5. **Public Records**. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT B which is incorporated by reference herein.

Except as expressly amended or supplemented hereby, the Subscription Agreement shall remain in full force and effect in accordance with its terms. The Subscription Agreement, as modified and supplemented by this Addendum, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior understandings, proposals, negotiations and communications, oral or written, between the parties or their representatives with respect to the subject matter hereof.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Subscription Agreement as of the date last signed below.

LeaseQuery, LLC

By: _____

Name: Chris Ramsey

Title: Chief Revenue Officer

Date: _____

Suwannee County School Board

By: _____

Name: Tim Alcorn

Title: Board Chairman

Date: _____

By: _____

Name: Ted L. Roush

Title: Superintendent of Schools

Date: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT B

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, **OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District 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 or otherwise provided by law.

You must ensure that public records which 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 the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

LeaseQuery™

BUILT BY ACCOUNTANTS FOR ACCOUNTANTS

SALES ORDER

Date	3/30/2021
Sales Order #	Q-02021
Expiration Date	4/29/2021

LeaseQuery, LLC

3 Ravinia Drive NE
Suite P7
Atlanta, GA 30346
(800) 880-7270
LeaseQuery.com

Client

Suwannee County School Board
1740 Ohio Avenue
Live Oak, FL 32064
Attention: Vickie Depratter
386-647-4609
vickie.depratter@suwannee.k12.fl.us

Key Subscription Terms

Initial Term (commencing on the date last signed below) 12 months

QTY	PRODUCTS	ANNUAL AMOUNT	PAYABLE
85	LeaseQuery Annual Subscription - ($7.00 per additional Record, monthly)	$7,140.00	In advance for full applicable term
1	Organizational database structure setup and training fee (fixed fee)	$0.00	Upon execution of this Sales Order
35	Lease analysis and Record entry fee Upfront implementation package of up to 35 Records during Implementation (and $200 per Record thereafter)	$1,999.90	Upon execution of this Sales Order (bi-weekly in arrears after Implementation)

Not Purchased:

- Bulk record template configuration and upload

Terms and Conditions

As of the date last signed below, Client hereby subscribes to the Solution and services described in this Sales Order. This Sales Order shall be governed by the terms and conditions set forth herein and in the LeaseQuery Subscription Agreement at https://leasequery.com/subscription_terms_and_conditions.pdf, unless the parties have executed a separate contract (including a subscription agreement and, if applicable, a Statement of Work) containing terms and conditions that govern this Sales Order (in either case, the "Terms"). PLEASE READ THE TERMS CAREFULLY. THEY PROVIDE FOR, AMONG OTHER THINGS, A LIMITATION ON LEASEQUERY'S LIABILITY, WARRANTIES DISCLAIMERS, INDEMNIFICATION AND MANDATORY ARBITRATION. Capitalized terms used but not defined in this Sales Order shall have the meaning set forth in the Terms.

Signatures

Agreed to by Suwannee County School Board ("Client"):

By: _____

Name: Ted L. Roush

Title: Superintendent of Schools

Date: _____

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency"
By
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney

Agreed to by LeaseQuery, LLC ("LeaseQuery"):

By: _____

Name: _____

Title: _____

Date: _____

Confidential information of LeaseQuery.

O'NEAL COMPANIES

PO BOX 2166
LAKE CITY, FLORIDA 32056
386-752-7578
386-755-0240
www.onealcompanies.com

April 8, 2021

To: Ethan Butts
Director of Facilities
Suwannee County Schools

Ethan,
As per our conversation O'Neal Roofing Company would be agreeable to extending the RFP 17-209 (Construction and Repair Services) for a period of (1) one year from April 28 2021 to April 28. 2022. This is due to the fact that the construction industry is experiencing a very volatile market in the cost of material & products, we feel it would benefit all concerned to wait until the market levels out before this contract is put out for bids. We value our relationship with Suwannee County Schools and stand ready to help in any way we can.
Feel free to contact us if you have any questions or comments.

Respectfully Submitted,

Greg Clyatt/PM
O'Neal Roofing Company

APR 1 3 2021

Position	
Placement	Grade
~~Assistant Directors/Assistant Chief Financial Officer~~	~~A~~
~~Coordinators/Health~~	~~B~~
Assistant Principal/Elementary/~~Lead School Psych.~~	~~C~~
Assistant Principal/Middle/High	~~D~~
Principal Elementary School	~~E~~
Principal Middle School	~~F~~
High School Principal	~~G~~

Placement	~~Grade A~~	~~Grade B~~	~~Grade C~~ Grade A	~~Grade D~~ Grade B	~~Grade E~~ Grade C	~~Grade F~~ Grade D	~~Grade G~~ Grade E
Current Base	~~$ 39,241.00~~	~~$ 61,394.00~~	$ 63,704.00	$ 63,704.00	$ 71,594.00	$ 71,594.00	$ 75,694.00
Proposed Base	~~$ 41,000.00~~	~~$ 62,000.00~~	*$ 64,000.00*	*$ 65,000.00*	*$ 73,000.00*	*$ 74,000.00*	*$ 77,000.00*
Placement and/or Adjustment Per Year of Experience Subject to Superintendent Approval	~~$ 1,000.00~~	~~$ 1,000.00~~	*$ 1,000.00*	*$ 1,000.00*	*$ 1,000.00*	*$ 1,000.00*	*$ 1,000.00*
Statutory Performance Adjustment Per Year School-Based Admininstrators Only			*$1,001.00(HE) or up to $750.00(E)*	*$1,001.00(HE) or up to $750.00(E)*	*$1,001.00(HE) or up to $750.00(E)*	*$1,001.00(HE) or up to $750.00(E)*	*$1,001.00(HE) or up to $750.00(E)*

Add $2,310 for Masters
Add $2,835 for Specialist
Add $3,750 for Doctorate
~~**School level assistant principals school grade performance bonus for "B" $1,000**~~
~~**School level assistant principals school grade performance bonus for "A" $2,000**~~
~~**School principals school grade performance bonus for "B" $2,000**~~
~~**School principals school grade performance bonus for "A" $4,000**~~
Compensation may not exceed 90% of the highest paid administrator in the District

DRAFT 4/13/2021			
Board Approval	XXXX	2021	
Implementation	1-Jul	2021	