



**SECOND AMENDMENT TO SCHOOLMINT MASTER SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
EDTECH HOLDINGS, LLC. THROUGH ITS WHOLLY OWNED SUBSIDIARY
SCHOOLMINT, INC.**

THIS AMENDMENT (“Second Amendment”), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

EDTECH HOLDINGS, LLC. THROUGH ITS WHOLLY OWNED SUBSIDIARY SCHOOLMINT, INC., a Limited Liability Company (LLC) as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **319 Monroe Street, Lafayette, LA 70501**, hereinafter referred to as "VENDOR". "CITY" and "VENDOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **June 15, 2022**, the CITY Commission approved to enter into an Agreement (“Original Agreement”) for the provision of the Schoolmint Lottery and Student Enrollment Solution for the CITY’s Charter Schools, for an initial **three (3) year** period, which expires on **June 30, 2025**; and,

WHEREAS the Original Agreement authorized the renewal thereof at the expiration of the initial term for additional periods upon mutual consent of the Parties and evidenced by a new Order Form and written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, on **July 27, 2023**, the Parties entered into the First Amendment to the Original Agreement, to reduce the compensation amount for Year 2 from \$31,989.43 to \$25,591.55; and,

WHEREAS the Parties desire to renew the term of the Original Agreement, as amended, for an additional **three (3) year** period, which shall commence on **July 1, 2025**, and expiring on **June 30, 2028**, and to increase the compensation amount to \$111,183.45 for the three (3) year term, as set forth in this Second Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties



hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for an additional **three (3) year** period, which shall commence on **July 1, 2025**, and expiring on **June 30, 2028**.

SECTION 3. CITY agrees to compensate VENDOR for the services referenced in Quote #Q-19756, attached hereto and by this reference made a part hereof, for the three (3) year term, the total amount of **ONE HUNDRED ELEVEN THOUSAND, ONE HUNDRED EIGHTY-THREE DOLLARS AND 45/00 CENTS (\$111,183.45)**.

SECTION 4. Scrutinized Companies.

4.1 VENDOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

4.1.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 **Definitions for this Section.**

5.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.



5.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or



consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Second Amendment, the VENDOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 7. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Second Amendment, the VENDOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 8. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Second Amendment and submitting the executed required affidavit, the VENDOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 9. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Second Amendment, VENDOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Second Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 10. Compliance with Foreign Entity Laws. VENDOR (“Entity”) hereby attests under penalty of perjury the following:

- 10.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: Section 287.138(2)(a), Florida Statutes);
- 10.2 The government of a foreign country of concern does not have a controlling interest



- in Entity. (Source: Section 287.138(2)(b), Florida Statutes);
- 10.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 10.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: Section 288.007(2), Florida Statutes);
- 10.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,
- 10.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 11. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, and the Original Agreement, as amended the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 12. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 13. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 14. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

SECTION 15. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE AND AFFIDAVIT FOLLOES



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

BY: _____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

DEBRA E. ROGERS, CITY CLERK

VENDOR:

**EDTECH HOLDINGS, LLC. THROUGH ITS
WHOLLY OWNED SUBSIDIARY
SCHOOLMINT, INC.**

Signed By:  _____

Printed Name: Zach Hollwedel

Title: SVP, Business Operations



AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

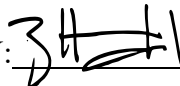
In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: 03/18/2025

ENTITY: EdTech Holdings, LLC. through its wholly owned subsidiary SchoolMint, Inc.

SIGNED BY: 

NAME: Zach Hollwedel

TITLE: SVP, Business Operations



Renewal for
Pembroke Pines Charter Schools



Q-19756

Expires on:
8/1/2025

SchoolMint Inc.
319 Monroe Street
Lafayette, LA 70501
info@schoolmint.com

This Order Form (this "Agreement") is entered into as of

(the "Effective Date"), by and between Pembroke Pines Charter Schools("Client"), and SchoolMint Inc., a Delaware corporation ("SchoolMint"); for a subscription to one or more of SchoolMint’s Software-as-a-Service programs, related software, documentation and/or services related thereto as set forth below (collectively, the “Services”); subject to the terms set forth in the The SchoolMint Master Services Agreement, dated June 15, 2022, and both amendments, between the City of Pembroke Pines and Edtech Holdings, LLC through its wholly owned subsidiary, SchoolMint Inc. entered into as of the Effective Date by and between SchoolMint and Client, which are incorporated and made a part of this Order Form.

Subscription Term

Access to the services described below shall remain in effect from 7/1/2025 until 6/30/2028.

Licensed Services and Associated Fees

The following Services are licensed for Client use.

Period 1: 7/1/2025-6/30/2026

PRODUCT NAME	DESCRIPTION	QTY	EXTENDED
Enroll - Full	SchoolMint Enroll - Full solution for K-12 enrollment	6,075	\$35,268.34
SIS Sync - sFTP	Includes self-service product functionality only; sFTP must be hosted and configured by customer; all fees are the responsibility of the customer	1	\$0.00
Period 1: 7/1/2025-6/30/2026 TOTAL:			\$35,268.34

Period 2: 7/1/2026-6/30/2027

PRODUCT NAME	DESCRIPTION	QTY	EXTENDED
Enroll - Full	SchoolMint Enroll - Full solution for K-12 enrollment	6,075	\$37,031.76
SIS Sync - sFTP	Includes self-service product functionality only; sFTP must be hosted and configured by customer; all fees are the responsibility of the customer	1	\$0.00
Period 2: 7/1/2026-6/30/2027 TOTAL:			\$37,031.76

Period 3: 7/1/2027-6/30/2028

PRODUCT NAME	DESCRIPTION	QTY	EXTENDED
Enroll - Full	SchoolMint Enroll - Full solution for K-12 enrollment	6,075	\$38,883.35
SIS Sync - sFTP	Includes self-service product functionality only; sFTP must be hosted and configured by customer; all fees are the responsibility of the customer	1	\$0.00
Period 3: 7/1/2027-6/30/2028 TOTAL:			\$38,883.35

Payment Addendum

The Parties of the above duly-executed Agreement, do hereby consent to amend Section 9 (Fees and Payment) to permit Client to remit fees owed to SchoolMint, Inc. in the following manner:

Payment Schedule

Period 1: \$35,268.34 (Invoiced on 7/1/2025)

Period 2: \$37,031.76 (Invoiced on 7/1/2026)

Period 3: \$38,883.35 (Invoiced on 7/1/2027)

Due to Client's stated encumbrance rules and regulations, the Parties are consenting to the above-scheduled payment chart to permit Client to issue the total amount owed by Client to SchoolMint in a series of payments; however, the Parties acknowledge that this Payment Addendum in no way alters the total amount owed by Client to SchoolMint.

The Parties acknowledge that but-for Client's warranty to appropriate funds in the amount of the total order during the term of the Agreement, SchoolMint would not have entered into this Payment Addendum.

Further, Client acknowledges and agrees that if, for any reason, Client does not appropriate funds to cover the future payments described above or otherwise fails to pay any of the amounts set forth above by the applicable due date, then:

- SchoolMint may immediately suspend any further shipments of any printed materials and/or other tangible items that Client would otherwise have been entitled to receive pursuant to the Quotation/SOW;
- SchoolMint may immediately terminate Client's access to any software and/or digital content included with the Software and Services comprising the Quotation/SOW, including terminating access to any website through which SchoolMint delivers any such digital materials and requiring Client to remove all software and/or digital content supplied by SchoolMint pursuant to the Quotation/SOW from Client's computer systems;
- SchoolMint will be relieved of any obligation to provide technical support, professional development or any and all other services that Client would otherwise have been entitled to receive pursuant to the Quotation/SOW;
- SchoolMint will be entitled to retain all amounts previously paid under the payment arrangement; and
- SchoolMint will be entitled to liquidated damages pursuant to Section 14(b) of the above Agreement.

Discounts, if any, are only applicable to the first year of the subscription term. All renewals will be at SchoolMint's then current rates.

Services

All unused services purchased expire after 12 months. There are no refunds or credits issued for unused services.

Role Definition and Agreement: The undersigned is authorized to bind the Client including, without limitation, to approve and execute the Agreement, make changes to the Agreement, and to serve as the primary point of communication between Client and SchoolMint. The undersigned acknowledges that, in the event of any conflicts, The SchoolMint Master Services Agreement, dated June 15, 2022, and both amendments, between the City of Pembroke Pines and Edtech Holdings, LLC through its wholly owned subsidiary, SchoolMint Inc., any Scope of Work, and Order Form (Collectively, "This Agreement") shall prevail over any other terms and conditions, including but not limited to the Client's Purchase Order.

By signing below, I hereby acknowledge that I have received, read, and am authorized to accept Schoolmint's \DPA1\ and all other documents attached.

**Pembroke Pines
Charter Schools**

By:

Name:

Title:

Date:

SchoolMint Inc.

By:

Name:

Title:

Date:

Client Information Sheet

Main Contact

Name _____
Phone _____
Email Address _____
Address _____
Title _____

Secondary Contact

Name _____
Phone _____
Email Address _____
Title _____

Technical Contact

Name _____
Phone _____
Email Address _____
Title _____

Billing/Invoicing Contact:

Organization Name that should appear on the Invoice: _____
Attention to & Address Invoice Should be Sent to: _____
Phone _____
Email Address _____

Please confirm with your procurement department if a PO is required prior to invoicing. If required, please indicate below and submit a copy to **orders@schoolmint.com** along with this order form to avoid delays.

PO required?

Tax Exempt?

If tax exempt, a copy of your tax exemption certificate must be submitted along with this order form.

AMENDMENT NO. 1 TO SCHOOLMINT MASTER SERVICES AGREEMENT

This Amendment No. 1 (the "First Amendment") to the SchoolMint Order Form, Master Services Agreement, and Addendum, dated June 23rd, 2022, (the "Original Agreement"), is entered into as of July 27, 2023 by and between the City of Pembroke Pines Charter Schools, a Florida municipal corporation located at 601 City Center Way, Pembroke Pines, FL 33025 ("Client" or "CITY") and EdTech Holdings LLC, through its wholly owned subsidiary SchoolMint, Inc., with a principal address of 214 Jefferson Street, Lafayette, Louisiana 70501 ("EdTech" or "VENDOR"). CITY and EdTech shall be collectively referred to herein as the "Parties" and individually as a "Party".

WHEREAS, as of the date of this Amendment, performance by the VENDOR in terms of transitioning the CITY's Pembroke Pines Charter Schools lottery from the SmartChoice system to the SchoolMint Enroll system remains pending; and,

WHEREAS, the Parties wish to amend the annual compensation amounts set forth below; and,

WHEREAS, the Parties wish to supplement the terms of the Original Agreement as set forth in this First Amendment.

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Order Form of the Original Agreement dated June 15th, 2022, is hereby amended by Order Form Addendum No. Q-06313, attached hereto and incorporated herein by this reference, to reduce the compensation amount for Year 2 from THIRTY-ONE THOUSAND NINE HUNDRED EIGHTY-NINE DOLLARS AND FORTY-THREE CENTS (\$31,989.43) to TWENTY-FIVE THOUSAND FIVE HUNDRED NINETY-ONE DOLLARS AND FIFTY-FIVE CENTS (\$25,591.55).

SECTION 3. The General Provisions of the Original Agreement are hereby amended to include Section 15 (l) as set forth below:

(l). **Default of Contract and Remedies.**

- 1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of EdTech to perform in accordance with the requirements of the Agreement, or for losses sustained by CITY resultant from EdTech's failure to perform in accordance with the requirements of the Agreement.
- 2 **Correction of Work.** If, in the judgment of CITY, work provided by EdTech does not conform to the requirements of the Agreement, CITY reserves the right to require

that EdTech correct all deficiencies in the work to bring the work into conformance without additional cost to CITY.

- 3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of the Agreement by EdTech:
- 3.1. The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of the Agreement or neglect, or refusal to comply with the instructions of the Technology Services Director relative thereto.
 - 3.2. The failure by EdTech to observe or perform any of the terms, covenants, or conditions of the Agreement to be observed or performed by EdTech, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to EdTech; provided, however, that if the nature of EdTech's default is such that more than seven (7) days are reasonably required for its cure, then EdTech shall not be deemed to be in default if EdTech commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.
 - 3.3. The assignment and/or transfer of the Agreement or execution or attachment thereon by EdTech or any other party in a manner not expressly permitted hereunder; however EdTech may assign this Agreement or any portion of any of the obligations to be performed herein without consent of CITY in the event of a merger, sale, acquisition, or similar transaction relating to the applicable products and/or services, provided that EdTech provide CITY with thirty (30) calendar days' notice of such assignment (the "Notice Period").
 - 3.4. The making by EdTech of any general assignment or general arrangement for the benefit of creditors, or the filing by or against EdTech of a petition to have EdTech adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against EdTech, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of EdTech's assets, or for EdTech's interest in the Agreement, where possession is not restored to EdTech within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of EdTech's assets, or for EdTech's interest in the Agreement, where such seizure is not discharged within thirty (30) days.
- 4 **Remedies in Default.** In case of default by EdTech, CITY shall notify EdTech, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct EdTech to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify EdTech of such declaration of default and terminate the Agreement.

- 4.1. Upon such declaration of default, all payments remaining due EdTech at the time of default, shall be due and payable to EdTech.
- 4.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement.
- 4.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to EdTech under the Agreement, if the same had been fulfilled by EdTech, CITY shall retain such differences.
- 4.4. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by EdTech fails to meet reasonable standards of the trade after CITY gives written notice to the EdTech of the deficiencies as set forth in the written notice within thirty (30) calendar days of the receipt by EdTech of such notice from CITY.

SECTION 4. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

- 4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- 4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
 - 4.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 **Definitions for this Section.**

- 5.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services

to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 9. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 10. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

DocuSigned by:
By: Charles F. Dodge
47B966ECFDAD4AC...

CHARLES F. DODGE,
CITY MANAGER

EDTECH:

SCHOOLMINT, INC.

DocuSigned by:
By: Elva Resillez
01D7368DD948499...

ELVA M. RESILLEZ,
SR. DIRECTOR OF REVENUE
OPERATIONS

APPROVED AS TO FORM:

Samuel Goren 7/19/23
Name: SAMUEL GOREN
OFFICE OF THE CITY ATTORNEY

Amendment for
Pembroke Pines Charter Schools

Primary Contact Name
Anna Marie Negrón

Prepared by
Walter Lopez





Q-06313

SchoolMint, Inc
319 Monroe Street
Lafayette, LA 70501
info@schoolmint.com

Pembroke Pines Charter Schools
601 City Center Way
Pembroke Pines, Florida
33025
Anna Marie Negron
Expires on:
7/1/2023



Addendum No.
Q-06313

This Order Form (this "Agreement") is entered into as of

(the "Effective Date"), by and between Pembroke Pines Charter Schools("Client"), and SchoolMint, Inc., a Delaware corporation ("SchoolMint"); for a subscription to one or more of SchoolMint's Software-as-a-Service program, related software, documentation and/or services related thereto as set forth below (collectively, the "Services"); subject to the terms set forth in the Master Services Agreement (the "MSA") entered into as of the Effective Date by and between SchoolMint and Client, and the terms of the MSA are incorporated and made a part of this Order Form.

Subscription Term Amendment

Access to the services is modified and shall remain in effect from 7/1/2023 until 6/30/2024.

Year 2

PRODUCT NAME	DESCRIPTION	QTY	DISC (%)	EXTENDED
Enroll - Full	SchoolMint Enroll - Full solution for K-12 enrollment	6,075	20.00	\$25,591.55

PRODUCT NAME	DESCRIPTION	QTY	DISC (%)	EXTENDED
SIS Sync - sFTP	Includes self-service product functionality only; sFTP must be hosted and configured by customer; all fees are the responsibility of the customer	1		\$0.00
Year 1 TOTAL:				\$25,591.55

Price Increases

At the end of the initial Subscription Term, and each Subscription Term thereafter, SchoolMint shall have the right to increase its prices for the Services by up to 5%.

Services

All unused services purchased expire after 12 months. There are no refunds or credits issued for unused services.

Standard Customer Care (Customer Support)

- Troubleshooting and break/fix support of licensed SchoolMint applications
- Year-round access to training videos, launch checklists & best practice tips.
- Access to a Knowledge Base and tutorials.
- Email and Chat support for up to two (2) named administrators, during standard business hours (there is no fee to change a named administrator; access for up to two (2) additional administrators may be purchased at any time).
- Customer Care services are subject to change on an annual basis.
- Unless listed above, SIS integration, data mapping/imports, and customization support are specifically excluded from the Services.

Conditions of Agreement

- MSA Incorporated: Access to the Services is conditioned upon the Client's review and agreement of the Master Services Agreement (MSA), linked below.
 - Payment Terms: Ongoing fees are invoiced annually, on a Net-30 basis.
 - Tax Liability: All contracts are exclusive of tax. Any applicable tax will be added into any and all invoices resulting from this order, payable by Client.
 - Annual Audits: SchoolMint shall have the right to audit Client enrollment and users during each Subscription Term and bill Client for any additional enrollments and users identified at the time of the audit. Payments are due within thirty (30) days of the billing date specified on any supplemental invoice submitted to Client following an audit.
-

Payment Terms

Payments can be made by bank transfer to:

Bank Name: Webster Bank

Bank Holder: SchoolMint, Inc.

Account No.: 23135570

ABA/Routing #: 211170101

Terms: Net 30 days or as otherwise set forth in the MSA

Role Definition and Agreement: The undersigned is authorized to bind the Client including, without limitation, to approve and execute the Agreement, make changes to the Agreement, and to serve as the primary point of communication between Client and SchoolMint.

**Pembroke Pines
Charter Schools**

By:

DocuSigned by:
Charles F. Dodge
47B966ECFDAD4AC...

Name:

Charles F. Dodge

Title:

City Manager

Date:

July 27, 2023

SchoolMint, Inc

By:

DocuSigned by:
Elva Resillez
01D7368DD948499...

Name:

Elva M. Resillez

Title:

Sr. Director of Revenue
Operations

Certificate Of Completion

Envelope Id: 1FE519EDEEE2448E9D9F317BC089B66B	Status: Sent
Subject: Complete with DocuSign: Pembroke ines Charter School Addendum No. Q-06313 (r).pdf, EdTech Holdi...	
Source Envelope:	
Document Pages: 11	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Elva Resillez
Time Zone: (UTC-06:00) Central Time (US & Canada)	214 Jefferson Street
	Lafayette,, LA 70502
	elva.resillez@schoolmint.net
	IP Address: 99.155.238.250

Record Tracking

Status: Original	Holder: Elva Resillez	Location: DocuSign
7/25/2023 10:52:29 AM	elva.resillez@schoolmint.net	

Signer Events

Elva Resillez
 elva.resillez@schoolmint.net
 Sr. Director of Revenue Operations
 SchoolMint, Inc.
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 01D7368DD948499...
 Signature Adoption: Pre-selected Style
 Using IP Address: 99.155.238.250

Timestamp

Sent: 7/25/2023 10:58:45 AM
 Viewed: 7/25/2023 10:58:54 AM
 Signed: 7/25/2023 10:59:02 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Contracts Team
 contracts@ppines.com

Sent: 7/25/2023 10:59:03 AM

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Dominique Rojas
 drojas@ppines.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign**Carbon Copy Events****Status****Timestamp**

Thomas Cummins
 thomas.cummins@schoolmint.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Zach Hollwedel

zach.hollwedel@schoolmint.net

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

7/25/2023 10:58:45 AM

Payment Events	Status	Timestamps
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com		FAX (A/C. No.): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED SchoolMint, Inc. 1100 Bertrand Drive Suite B Lafayette, LA 70508	INSURER A: Federal Insurance Company		20281
	INSURER B: Underwriters at Lloyd's London		15792
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: W29307133

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3605-84-83	05/23/2023	05/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			(22) 7183-28-58	05/23/2023	05/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	E&O/Cyber Liability			WG00005150AC	04/30/2023	04/30/2024	Each Claim/Aggregate \$5,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 06/14/2023 WITH ID: W29307007.

City of Pembroke Pines is included as an Additional Insured as respects to General Liability and Cyber Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGREEMENT COVER MEMORANDUM

To:	City Attorney, City Manager and City Clerk.	From:	Contracts Division	Date:	06/16/2022
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Attached please find for your final review and execution a New Agreement between the City of Pembroke Pines (City) and EdTech Holdings LLC through its wholly owned subsidiary SchoolMint, Inc. to provide an online application system for the schools' lottery. This New Agreement is for a three (3) year period, as approved by the City Commission on 6/15/2022. The term of the current agreement is set to expire on 6/30/2022.

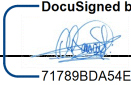
Company:	EdTech Holdings LLC through its wholly owned subsidiary SchoolMint, Inc.
Contract Purpose:	Student enrollment solution
Contract Description:	To provide an online application system that allows families to register their students to be entered into the charter schools' lottery system.

Agreement Type:	Master	Effective Date:	06/15/2022
		Commencement Date:	07/01/2022
		Expiration Date:	06/30/2025
Contract Type:	Services (Contractual)	Renewal Options:	Additional terms.
		Notice Period:	150
Financial Impact:	Expense	Notice Date:	01/31/2023
Contract Value:	\$146,044.45		
Contract Value Description:	The Contract Value of \$146,044.45 is the cost for the initial three (3) years based on discounted annual prices of Year 1 at \$80,466.12 (includes Set up fee of \$50,000), Year 2 at \$31,898.43 and Year 3 at \$33,588.90.		

Department:	Charter Schools – Academic Village, Charter Schools – Central Elementary, Charter Schools – Central Middle, Charter Schools – East Elementary, Charter Schools – FSU Elementary, Charter Schools – West Elementary, Charter Schools – West Middle, City Clerk,	For Commission Review:	Yes
Contract Manager:	Jonathan Bonilla, Mike Kefford	Approved by Commission:	Passed
Procurement Method:	Renewal of services	Commission Date:	06/15/2022
	Renewal of services.	Final Motion:	See Notes Below



City of Pembroke Pines

Procurement Summary:	See City Commission Approval.	Reason For Commission Review:	Contract value exceeds \$25,000	
Account Coding(s):	See City Commission Approval	Insurance Required:	Yes	Approved by Risk Dept.: Yes
		Bonds Required:	N/A	N/A
Reviewed by Dept. Head:	Renewal of services.			
Procurement Approval:	Approved by City Commission.			
Additional Notes:	MOTION TO APPROVE A NEW AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES CHARTER SCHOOLS AND SCHOOLMINT, INC., F/K/A FIREFLY DIGITAL INC., FOR A THREE YEAR PERIOD, IN THE AMOUNT OF \$146,044.46 FOR THE USE OF THE SCHOOLMINT LOTTERY AND STUDENT ENROLLMENT SOLUTION, PURSUANT TO SECTIONS 35.18(C)(7)(H) AND 35.18(C)(7)(I) OF THE CITY'S CODE OF ORDINANCES.			
Attachments	<ul style="list-style-type: none"> • Vendor Quotation, Master Services Agreement and Addendum, Signed by Vendor • Commission Approval • Certificate of Liability Insurance 			
Agreement Cover Memo Reviewed by:	X  _____ 71789BDA54EC4E3...		June 21, 2022 Date	



Order Form for City of Pembroke Pines Charter Schools

Prepared for: Charles Dodge

Created by: Megan Ardoin

Date Presented: May 19, 2022

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Order Form

This Order Form (this "Agreement") is entered into as of 06 / 15 / 2022 (the "Effective Date"), by and between City of Pembroke Pines Charter Schools ("Client"), and SchoolMint, Inc., a Delaware corporation ("SchoolMint"); for a subscription to one or more of SchoolMint's Software-as-a-Service program, related software, documentation and/or services related thereto as set forth below (collectively, the "Services"); subject to the terms set forth in the Master Services Agreement (the "MSA") entered into as of the Effective Date by and between SchoolMint and Client, and the terms of the MSA are incorporated and made a part of this Order Form.

Subscription Term

Access to the Services described below shall remain in effect from 07 / 01 / 2022 until 06 / 30 / 2025 ("Subscription Term").

At the end of the initial Subscription Term, the subscription will renew for additional annual periods unless Client provides SchoolMint with at least 60 days advance written notice prior to the expiration of the existing Subscription Term.

Licensed Services and Associated Fees

The following Services are licensed for Client use.

Type of License	Quantity
Enrollment Number	6075
Number of Sites	9
Name of Sites	<ol style="list-style-type: none"> 1. Academic Village High School 2. Academic Village Middle School 3. Central Campus Elementary School 4. Central Campus Middle School 5. East Campus Elementary 6. FSU Campus Elementary 7. FSU Center for Children with Autism 8. West Campus Elementary School 9. West Middle Campus

Product Name	Revenue Type	Term (Months)	Price	Quantity	Subtotal

<p>Engineering and customization rate (per hour)</p> <p>Service of Work to Include (200 Hours Quoted (\$250/hr)):</p> <p>(80 Hours)- Conditional income ranges using matrix.</p> <p><i>Conditional income ranges for parents to select from based on household size using grid provided by Pembroke Pines.</i></p> <p>(20 Hours) Priority>Year>Rank</p> <p><i>Build out of Hierarchy where students placed on lottery list in the following order: Priority (Assigned by Pembroke Team) > Year (Year they first applied) > Rank (Choice of School)</i></p> <p>(80 Hours) Secondary export process</p> <p><i>Set up of 2 year nightly sync to an sFTP server.</i></p>	One Time		\$250.00	200	\$50,000.00
<p>Enroll - Charter Full Enroll</p> <p>Charter Application + Lottery & Waitlist + Registration + Re-registration</p>	Recurring	36	\$112,993.40	1	\$112,993.40
<p>Enroll - Charter Full Enroll Implementation</p>	One Time		\$17,300.00	1	\$17,300.00
<p>SIS Sync - sFTP</p> <p>Includes self-service product functionality only; sFTP must be hosted and configured by customer; all fees are the responsibility of the customer</p>	Recurring	36	\$0.00	1	\$0.00

Discount **-\$34,248.94**

Total \$146,044.46

Discounts, if any, are only applicable to the current subscription term.

Invoice Schedule:

Invoice Date	Amount
7/1/22	\$80,466.12
7/1/23	\$31,989.43
7/1/24	\$33,588.90

Price Increases

At the end of the initial Subscription Term, and each Subscription Term thereafter, SchoolMint shall have the right to increase its prices for the Services by up to 5%, or by the trailing 12-month United States Consumer Price Index (CPI) as published by the U.S. Bureau of Labor Statistics, or to current market rates, whichever is higher.

Services

Any unused services purchased expire after **12 months**. There are no refunds or credits issued for unused services.

Standard Customer Care (Customer Support) includes:

- Troubleshooting and break/fix support of licensed SchoolMint applications
- Year-round access to training videos, launch checklists & best practice tips.
- Access to a Knowledge Base and tutorials.
- Email and Chat support for up to two (2) named administrators, during standard business hours (there is no fee to change a named administrator; access for up to two (2) additional administrators may be purchased at any time).

Customer Care services are subject to change on an annual basis.

Unless listed above, SIS integration, data mapping, and customization support are specifically excluded from the Services.

CONDITIONS OF AGREEMENT:

- **OFFER EXPIRATION:** This Order Form is valid for up to 30 days from the date listed on the “Date Presented” field on the cover page of the Order Form.
- **MSA INCORPORATED:** Access to the Services is conditioned upon the Client’s review and agreement of the Master Services Agreement (MSA).
- **PAYMENT TERMS:** Ongoing fees are invoiced annually, on a Net-30 basis.
- **TAX LIABILITY:** All contracts are exclusive of tax. Any applicable tax will be added into any and all invoices resulting from this order, payable by Client.
- **ANNUAL AUDITS:** SchoolMint shall have the right to audit Client enrollment and users during each Subscription Term and bill Client for any additional enrollments and users identified at the time of the audit. Payments are due within thirty (30) days of the billing date specified on any supplemental invoice submitted to Client following an audit.

Payments can be made by bank transfer to:

Bank Name: Webster Bank

Bank Holder: SchoolMint, Inc.

Account No.: 23135570

ABA/Routing #: 211170101

Terms: 30 days

Role Definition and Agreement: The undersigned is authorized to bind the Client including, without limitation, to approve and execute the Agreement, make changes to the Agreement, and to serve as the primary point of communication between Client and SchoolMint.

SchoolMint, Inc.

City of Pembroke Pines Charter Schools

By: Bob Roepke

By: DocuSigned by:
Aner Gonzalez
BA47CF81CF57443... On behalf of:

Name: Robert A. Roepke, Jr.

Name: Charles F. Dodge

Title: Chief Financial Officer

Title: City Manager

Approved as to form:

DocuSigned by:
Danielle Schwabe
013E807C191D4FF...
Danielle Schwabe

Master Services Agreement

This Master Services Agreement ("Agreement") is hereby entered into as of the date of execution and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and EdTech Holdings, LLC, a Delaware limited liability company having its principal place of business at 214 Jefferson Street, Lafayette, Louisiana 70501, and wholly-owned subsidiaries, including, but not limited to, Bright Minds Marketing Inc., Enrollhand, Inc., Firefly Digital, Inc., Hero K12 LLC, SchoolMint Inc., Schoolrunner Inc., and Whetstone Education, Inc. (collectively "EdTech") (Client and EdTech are referenced herein as each a "Party" and collectively the "Parties").

1. Definitions.

- (a). "**Services**" means the service(s) described in the applicable Order Form and/or Statement of Work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting, provided by EdTech to Client.
- (b). "**Documentation**" means technical materials provided by EdTech to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that EdTech may provide Client to describe functionality intended for sales and/or marketing purposes.
- (c). "**Software**" or "**Applications**" mean the EdTech software programs described in the applicable Order Form.
- (d). "**Subscription Period**" means the period commencing upon the start date set forth in the applicable Order Form and continuing until terminated in accordance with Section 14 ("**Termination**").

2. Subscribing to the Service. Client will subscribe to the Services by executing a written Order Form for such Services with EdTech. Upon consent by both Parties, each Order Form will be incorporated into this Agreement. Each Order Form will specify the Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a Order Form, the Order Form shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. The Parties are entering into an initial Order Form upon consent to this Agreement. Subject to the terms and conditions of this Agreement and the applicable Order Form, EdTech will provide the Service described in the initial Order Form to Client. Additional Order Forms may be entered into by the Parties to subscribe to additional or different features of the Service. Unless designated as replacing a specific Order Form, subsequent Order Forms will be considered in addition to currently effective Order Forms.

3. License.

- (a). **License Grant.** Subject to the terms and conditions of this Agreement and EdTech's Privacy Policy, EdTech grants to Client a non-exclusive, non-transferable license during the Subscription Period, to access the Services through the User IDs and to operate the features of the Services according to the Documentation under normal circumstances.
- (b). **User IDs.** EdTech will issue unique User IDs to each of the Client Personnel specified by client to access and use the Service features specified in the applicable Order Form. Client Personnel will only access and use the Services through the User IDs issued by EdTech for such Client Personnel and only to the extent provided in the applicable Order Form. Client Personnel will be required to register and agree to the terms and conditions of EdTech's subscription Agreement as part of the login process. Each User ID may only be used to access the Services during one (1) concurrent login session. Client will not allow Client Personnel to share User IDs with any third parties, which require prior written approval for access by EdTech. "**Client Personnel**" shall be defined as Client's employees who are bound by confidentiality restrictions at least as restrictive as this Agreement provides and the persons stated in the initial Order

Form. Client is responsible for all activity occurring under its User IDs, and all activity occurring under the IDs of any end-users of the Services. Client is responsible for all use of the Services by Client Personnel and for maintaining the confidentiality of all User IDs and will promptly notify EdTech of any actual or suspected unauthorized use of the Services. EdTech reserves the right to suspend or terminate any User ID which it determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Services, Software, or Documentation, other than Client Personnel explicitly authorized by EdTech; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Services, Software or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted by law, Client shall hold EdTech harmless from any and all claims relating to Client's misuse of Software and/or Services rendered by EdTech to Client, including EdTech's intellectual property.

(d). **Harmful Content.** In using the Software and Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in EdTech's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

(e). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Services, including (a) providing Client Personnel lists to setup User IDs, (b) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications EdTech provides Client, and (c) designating Client Personnel to participate in training.

(f). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related Order Forms, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

4. Reservation of Rights.

(a). **EdTech.** EdTech expressly reserves all rights in the Services, Software, Documentation, and all other materials provided by EdTech hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Services, Software, Documentation, and all other materials provided by EdTech hereunder, any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with EdTech (or third party suppliers, if applicable) and that the Services, Software, Documentation, and all other materials provided by EdTech hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel) loads or enters into the Services and all results from processing such data, including compilations, and derivative works thereof (the "**Client Data**"), except that Client grants EdTech a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Service features for Client's benefit. Additionally, EdTech may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified. Client represents and warrants that Client has all rights under applicable law to provide and input in the Services the Client Data, including any personal information of any of the students and or other persons included therein.

5. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Order Form ("**Initial Term**"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "**Renewal Term**" and together with the Initial Term, the "**Term**"). The Renewal Term(s) will be invoiced at then-current rates. Expiration or termination of one Order Form shall not affect any other Order Form, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("**Termination**").

6. User Documentation. The Services contain online Documentation describing the operation of the Services under normal circumstances. The Services are provided to Client and shall be used strictly in machine-readable object code format. No source code or technical-level documentation to the Services is licensed under this Agreement.

7. Client Support. During the Subscription Period for the applicable Services, EdTech will provide the following standard customer support:

(a). **Web Support.** Client's designated representative shall have access to EdTech's technical support web site and may use the website to submit service requests. EdTech will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply EdTech with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with EdTech's minimum requirements; and (vi) timely install all fixes and new versions supplied by EdTech in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, EdTech may maintain e-mail distribution lists that are used to notify customers of the availability of fixes and new versions and to provide other information to customers that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such e-mail distribution lists of EdTech so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Services, generally available versions and releases for the Software, as designated by EdTech in its sole discretion and that EdTech generally offers to its other clients in EdTech's sole discretion, and at no additional charge. EdTech may periodically schedule downtime for maintenance and upgrades. EdTech may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. EdTech will strive to perform updates during non-peak hours.

8. Professional Services. In consideration of Client's payment of the applicable fees and expenses set forth in the Order Form for professional services, EdTech will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by EdTech as set forth herein ("**Professional Services**"). Training may be conducted at EdTech's training facility, at Client's location, or by teleconference, as set forth in the Order Form.

9. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Order Form) are payable in advance pursuant to subsection 9(b) below. EdTech will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses (set forth in each Order Form) will be invoiced and are payable net thirty (30) days after the invoice date. Such other fees and expenses along with the Subscription Fees and Setup Services Fees are collectively "**Fees**".

(c). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. EdTech reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving

Client advance written notice and an opportunity to cure as specified in Section 13 ("**Notices**") and Section 14 ("**Termination**").

(d). **Certain Taxes.** Fees quoted do not include and Client shall pay, indemnify and hold EdTech harmless, to the extent permitted by law, from all gross receipts, value-added, GST, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of EdTech. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing EdTech with sufficient evidence of said exemption.

10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to EdTech (or its designated third party supplier), and EdTech hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND EDTECH AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. EDTECH DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, EDTECH DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EDTECH OR AN EDTECH REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY**

INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.

(b). **Limited Non-Infringement Warranty.** EdTech warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. EdTech represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** EdTech hereby recognizes that the Client Data which Client provides to EdTech may include personal information of students. In order for EdTech to carry out its obligations under this Agreement, it is necessary for EdTech to use the Client Data. EdTech agrees to use the Client Data, some of which may contain personal information of students, only for the purpose of fulfilling its obligations under this Agreement. EdTech agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. EdTech warrants that it has put in place reasonable and appropriate security, technical and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure or access. EdTech also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for EdTech to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, EdTech shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

12. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

EDTECH SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF EDTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO EDTECH HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of EdTech to the attention of: [EdTech Contracts](#) and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14. Termination.

(a). **Termination for Breach.** EdTech shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that EdTech shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to EdTech, EdTech shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with EdTech and Client terminates the contract or any portion thereof, Client agrees to pay EdTech the remaining sum due to EdTech through the stated term of the Order Form as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this

Agreement as a result of EdTech's breach in accordance with Subsection 15(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides EdTech at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. EdTech reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at EdTech's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Warranties and Disclaimer**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, EdTech shall make a final backup of Client data and provide the backup media to Client at EdTech's then-current rates.

15. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without EdTech's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Delaware for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against EdTech must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted by law, shall indemnify and hold EdTech harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(h). **Counterparts; Facsimile Signature.** EdTech requires Client's execution of select purchase orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any purchase order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said purchase order and/or SOW. A signature received by either Party by facsimile is binding upon (the other Party) as an original.

(i). **Independent Contractors.** Client's relationship to EdTech is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have, and will not represent to any third party that it has, any authority to act on behalf of EdTech.

(j). **Electronic Signature.** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf"), or similar format intended to preserve the original graphic and pictorial appearance of a document, through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature, or by an authorized signatory entering their full name and clicking the accept button upon reviewing this Agreement.

(k). **Promotional Use.** Each party agrees to permit the promotional use of the other's name and/or logo in the limited capacity of acknowledging the relationship, use of

(k). **Entire Agreement.** This Agreement, EdTech's Order Forms, and Client's Purchase Order incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

SchoolMint, Inc.

By: Bob Roepke

Name: Robert A. Roepke, Jr.

Title: Chief Financial Officer

City of Pembroke Pines Charter Schools

By: DocuSigned by:
Aner Gonzalez
BA47CF81CF57443...

Name: Charles F. Dodge

Title: City Manager

Approved as to form:

DocuSigned by:
Danielle Schwabe
013E807C191D4FF...

Danielle Schwabe



Client Information Sheet

Main Contact

Name: Matthew Kefford, City of Pembroke Pines Director of Technology Services

Phone: (954) 392-2073

Email Address: mkefford@ppines.com

Physical Address: 601 City Center Way, Pembroke Pines, FL, 33025

Mailing Address: 601 City Center Way, Pembroke Pines, FL, 33025

Onboarding/Implementation Contact

Name: Stephanie Weinberg

Phone: (954) 518-9035

Email Address: sweinberg@ppines.com

Technical Contact

Name: Anna Marie Negrón

Phone: (954) 392-2080

Email Address: anegrón@ppines.com

Billing Contact

Name: Jonathan Bonilla

Phone: (954) 518-9030

Email Address: jbonilla@ppines.com

Billing/Invoicing Requests

Organization Name that should appear on the Invoice: City of Pembroke Pines Charter Schools

Attention to: Jonathan Bonilla

Phone: (954) 518-9030

Email Address: jbonilla@ppines.com

Mailing Address: 8300 S. Palm Drive, Pembroke Pines, FL 33025

**If PO is required prior to invoicing, please indicate it below & e-mail a copy to
orders@schoolmint.com**

Invoicing Notes: PO is required prior to invoicing.



Addendum to SchoolMint Master Services Agreement

This ADDENDUM (“Addendum”), is entered into on June 9, 2022, by and between the **City of Pembroke Pines**, a Florida municipal corporation located at 601 City Center Way, Pembroke Pines, FL 33025 (“CITY”), and **EdTech Holdings LLC**, through its wholly owned subsidiary SchoolMint, Inc., with a principal address of 214 Jefferson Street, Lafayette, Louisiana 70501 (“VENDOR”). CITY and VENDOR shall be collectively referred to herein as the “Parties” and individually as a “Party”. The SchoolMint Quotation, SchoolMint Master Services Agreement and this Addendum may be collectively referred to herein as “Agreement”.

1. Termination.

1.1 The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding for future fiscal years.

1.2 The Agreement may be terminated by CITY for convenience, upon providing thirty (30) days written notice of such termination to VENDOR, in which event VENDOR shall be paid its compensation for services for the full term of the Agreement.

2. Renewal; Amendments.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written amendment executed with the same formality and of equal dignity herewith. The term of the Agreement shall not automatically renew. The Agreement may be renewed for additional terms upon the mutual consent of the Parties evidenced by a new Order Form and written Amendment to the Agreement extending the term hereof.

3. Use of Marks or Likeness of the CITY.

Notwithstanding the requirements of Section (k) of the SchoolMint Master Services Agreement, VENDOR may not use CITY’s official seal for marketing or publicity purposes as prohibited by §165.043, Florida Statutes. VENDOR acknowledges and agrees to obtain prior written consent from CITY prior to using any of CITY’s protected service marks or CITY’s likeness for any reason, including marketing purposes; such written request must specifically identify the desired use and the period of use. Any authorization granted by CITY pursuant to this section shall terminate at the expiration or termination of the Agreement. Any unauthorized use of CITY’s marks or likeness is strictly prohibited and failure to comply with this section shall be considered a material breach of the Agreement for which CITY may terminate.

4. Payment Terms.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Prices applicable to Customer do not include applicable state and local sales, use and related taxes. The Customer is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request Customer will provide Company with proof of tax-exempt status.



5. **Governing Law and Venue.**

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

6. **Insurance.**

6.1 The VENDOR expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by the VENDOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

6.2 VENDOR shall not commence work under the Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the VENDOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

6.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY’s Risk Manager prior to the commencement of the Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than “A” as to management, and no less than “Class VI” as to financial strength according to the latest edition of Best’s Insurance Guide published by A.M. Best Company.

6.4 Certificates of Insurance shall provide for thirty (30) days’ prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days’ notice of cancellation, either the VENDOR or their Insurance Broker must agree to provide notice.

6.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of the Agreement, the VENDOR shall furnish a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The VENDOR shall neither commence nor continue to provide any services pursuant to the Agreement unless all required insurance remains in full force and effect. VENDOR shall be liable to CITY during any lapses in service resulting from a gap in insurance coverage.

6.6 REQUIRED INSURANCE. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to the Agreement:

Yes No

✓ 6.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal



& advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.**

Yes No



6.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the VENDOR engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the VENDOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the VENDOR. Coverage for the VENDOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If VENDOR claims to be exempt from this requirement, VENDOR shall provide CITY proof of such exemption for CITY to exempt VENDOR.

Yes No



6.6.3 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day



of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.**

Yes No

6.6.4 Other Insurance

6.7 REQUIRED ENDORSEMENTS

6.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

6.7.2 Waiver of all Rights of Subrogation against the CITY unless CITY is found negligent for the claim (if partial negligence is found against the City, the percentage applied to the City shall not be waived).

6.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

6.7.4 Intentionally omitted.

6.7.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.

6.8 Any and all insurance required of the VENDOR pursuant to the Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the VENDOR and provided proof of such coverage is provided to CITY upon the CITY’s request. The VENDOR and any subcontractors shall maintain such policies during the term of the Agreement.

6.9 The CITY reserves the right to request any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under the Agreement, which must be in writing and agreed to by both Parties.

6.10 The insurance requirements specified in the Agreement are minimum requirements and in no way reduce any liability the VENDOR has assumed in the indemnification/hold harmless section(s) of the Agreement.

7. **Sovereign Immunity and Indemnification.**

7.1 Nothing contained in the Agreement is intended nor shall be construed to waive CITY’s rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

7.2 The VENDOR shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys’ fees) arising in connection with claims directly caused by or arising out of any alleged infringement of any patent, copyright, or any other intellectual property right claims arising from CITY’s use of any process, material, application, software, program or other item produced or used or the disposition thereof, in connection with VENDOR’s performance of this Agreement.



8. **Non-Discrimination & Equal Opportunity Employment.**

During the performance of the Agreement, neither VENDOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. VENDOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. VENDOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. VENDOR further agrees that VENDOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

9. **Reserved.**

10. **Public Records.**

The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. VENDOR shall comply with Florida's Public Records Law. Specifically, VENDOR shall:

10.1 Keep and maintain public records required by the CITY to perform the service;

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

10.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession after VENDOR transfers the records in its possession to the CITY; and

10.4 Upon completion of the Agreement, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession in an industry-standard format. All records stored electronically by VENDOR must be provided to the CITY, upon request from the CITY's custodian of public records.

10.5 The failure of VENDOR to comply with the provisions set forth in this Section 10 shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.



IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

11. **Notice.**

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt or tracking requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, VENDOR and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

VENDOR: EdTech Holdings, LLC together with its wholly owned subsidiary
SchoolMint, Inc.
Attention: EdTech Contracts
214 Jefferson Street
Lafayette, Louisiana 70501

12. **Attorneys' Fees.**

In the event that either party brings suit for enforcement of the Agreement, each party shall



bear its own attorney's fees and court costs.

13. **Counterparts and Execution.**

The Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

14. **Compliance with Laws.**

It shall be the VENDOR's responsibility to be aware of and comply with all statutes, of all state, and federal agencies as may be applicable to the services herein required, including: the Florida Information Protection Act, Section 501.171, Florida Statutes; Children's Online Privacy Protection Act of 1998 (15 U.S.C. 6501 et seq.); Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, (20 U.S.C § 1232g) and its implementing regulations (34 C.F.R. Part 99). Failure to comply with applicable laws shall be considered a breach of this Agreement for which Customer may terminate.

15. **Scrutinized Companies.**

VENDOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

15.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

15.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

15.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

15.2.2 Is engaged in business operations in Syria.

16. **Employment Eligibility.**

VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.



16.1 **Definitions for this Section.**

16.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

16.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

16.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

16.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

16.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

16.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

16.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

16.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



17. **Ownership, Use, and Access to Data.**

Notwithstanding the requirements set forth in the SchoolMint Master Services Agreement, the Parties agree as follows:

17.1 As used in this Addendum, all information, personally identifiable information, non-public information, data, content created by Customer or User-Generated-Content, metadata, student records, student-generated data, student roster information, usernames, email addresses, names, photos, student information, and Customer information, created, accessed, processed, uploaded, or used during the course of VENDOR providing services to Customer, shall be collectively referred to as "Data". Data shall not include data that that is utilized by VENDOR and authorized third parties in aggregate or anonymized form where all personally identifiable information, including direct and indirect personal identifiers and other non-public information has been removed and the data is de-identified. VENDOR and authorized third parties agree not to attempt to re-identify de-identified Data and shall not transfer any de-identified Data to any party unless that party agrees not to attempt to re-identification.

17.2 Customer shall retain all rights, including intellectual property rights, title, and interest in Data. Customer grants to VENDOR and authorized third parties a limited, non-exclusive license to use, access, and process Data solely for the purpose of providing and supporting the functions and use of VENDOR services. Data may not be used for any purpose other than outlined in this Addendum, the VENDOR Terms and Conditions, and Privacy Policy, as modified hereby. VENDOR does not have any rights, implied or otherwise to Data. This includes the right to sell or trade Data. Data shall not be exported or maintained outside of the United States.

17.3 VENDOR shall not make Data available to any third party except as permitted herein, as may be required to provide its services to Customer, as directed by Customer, or required by law. Data shall only be accessed and processed by VENDOR and authorized third parties to the extent necessary for VENDOR to render the services required by the VENDOR Terms and Conditions, as modified by this Addendum. Authorized third parties engaged by VENDOR shall agree to adhere to the requirements set forth in this Addendum, the VENDOR Terms and Conditions, and Privacy Policy, as modified hereby.

17.4 VENDOR shall only use, access, and process Data for the time necessary to render the services required by the Agreement. VENDOR and authorized third parties shall within thirty (30) days of termination of the relationship between the parties, transfer (if requested) or destroy any Data in their possession and thereafter cease to access and process Data. VENDOR's limited license to use Data shall cease ninety (90) days after termination of the relationship between the parties.

17.5 Customer may request from time to time access to Data possessed by VENDOR, and may request to delete certain Data in VENDOR's database, such request by Customer shall be made in writing, VENDOR shall honor such request within a reasonable time.



City of Pembroke Pines

- 17.6 VENDOR will not change how Data is collected, used, or shared under the terms of this Addendum in any way inconsistent with the requirements set forth herein without advance written notice and consent from Customer.
- 17.7 The Customer and its users opt out of direct marketing. Customer shall not use any Data to advertise or market to Customer or Customer's users.
- 17.8 VENDOR further agrees to use and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. VENDOR will conduct periodic risk assessments and remediate any identified material and adverse security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of Customer in the event of a security or privacy incident, as well as best practices for responding to a Data breach. VENDOR agrees to share its summary of non-confidential aspects of the incident response plan with Customer upon request.
18. **Confidentiality.** The confidentiality obligations set forth in the Agreement shall be binding to the extent permitted by applicable laws, including Ch. 119, Florida Statutes.
19. **Records and Audit.**
Customer may, at reasonable times, and for a period of up to five (5) years following the date of final performance of services by VENDOR under this Agreement, audit, or cause to be audited, those books and records of VENDOR which are related to VENDOR's performance under this Agreement, including invoices, purchase orders, executed agreements and/or amendments thereto, but never VENDOR's confidential and private financial records. VENDOR agrees to maintain all such books and records at its principal place of business for a period of five (5) years after final payment is made under this Agreement.
20. **Conflict.**
In the event of any conflict or ambiguity by and between the terms and provisions of the SchoolMint Quotation, SchoolMint Master Services Agreement and this Addendum, the Parties agree the terms and provisions contained in this Addendum shall control to the extent of any such conflict or ambiguity.
21. **Entire Agreement.**
The SchoolMint Quotation, SchoolMint Master Services Agreement and this Addendum represent the entire and integrated Agreement between CITY and VENDOR and supersede all prior negotiations, representations or agreements, either written or oral. The Agreement is intended by the parties hereto to be the final expression of the Agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Debra E. Rogers
A0580C001C3C437... Debra E. Rogers for:
MARLENE D. GRAHAM, CITY CLERK
June 23, 2022

By: [Signature]
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

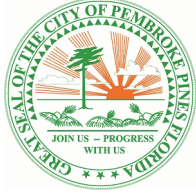
DocuSigned by:
Danielle Schwabe
013E807C191D4FF...
Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

DocuSigned by:
Charles F. Dodge
BA47CF81CF57443...
By: [Signature]
CHARLES F. DODGE, CITY MANAGER

VENDOR:

EDTECH HOLDINGS LLC., together with its wholly owned subsidiary SCHOOLMINT, INC.

DocuSigned by:
[Signature]
C6055ADAF524448...
Signed By: _____
Name: Spencer Kerrigan, Chief Revenue Officer
Title: CRO



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: ADD-1

File ID: 22-0512

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 06/07/2022

Short Title: ADD-1: ADDENDUM ITEM: SchoolMint
FY2023-Lottery/Enrollment Software

Final Action: 06/15/2022

Title: **ADD-1: ADDENDUM ITEM:** MOTION TO APPROVE A NEW AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES CHARTER SCHOOLS AND SCHOOLMINT, INC., F/K/A FIREFLY DIGITAL INC., FOR A THREE YEAR PERIOD, IN THE AMOUNT OF \$146,044.46 FOR THE USE OF THE SCHOOLMINT LOTTERY AND STUDENT ENROLLMENT SOLUTION, PURSUANT TO SECTIONS 35.18(C)(7)(H) AND 35.18(C)(7)(I) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 06/15/2022

Agenda Number: ADD-1

Internal Notes:

Attachments: 1. SchoolMint-Lottery & Student Application Management Agreement, 2. SchoolMint-Lottery & Student Application Management Agreement Addendum

1	City Commission	06/15/2022	approve	Pass
Action Text: A motion was made by Commissioner Castillo, seconded by Commissioner Siple, to approve Addendum Item ADD-1. The motion carried by the following vote:				
Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Good Jr., Commissioner Castillo, and Commissioner Siple				
Nay: - 0				

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(C) states that "Only the following situations are exempt from the

competitive bid and competitive proposal requirements of this section:"

- Section 35.18(C)(7)(h) states, "Copyrighted materials, including computer software;"

- Section 35.18(C)(7)(i) states, "Software licensing and maintenance with the company from which the software was purchased, or its authorized representative;"

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval.

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On April 21, 2014, the City of Pembroke Pines and SchoolMint, Inc., F/K/A Firefly Digital Inc. ("Parties"), entered into a Lottery & Student Application Management Solution Agreement for an initial three (3) year period, commencing April 21, 2014, and naturally expiring April 20, 2017. The online application system allows families to register their students to be entered into the Pembroke Pines Charter Schools' lottery system and re-enroll existing PPCS students. Following the lottery drawing, the student enrollment information is subsequently transferred into the school's student information system (SIS).

2. Section III of the Original Agreement allowed for one (1) or more additional one (1) year renewal terms upon mutual consent, evidenced by a written amendment. The Original Agreement has been renewed five times, extending the term of the Original Agreement up to June 30, 2022.

3. The City's Charter Schools has been satisfied with the performance and execution of SchoolMint, Inc. and would like for City Commission to approve a new agreement with SchoolMint, Inc. for a three (3) year period commencing on July 1, 2022 and expiring on June 30, 2025.

4. The new agreement includes the renewal of recurring services for the online application, registration, and lottery services. Added to the new agreement is a one-time customization cost of \$50,000. This is needed to update and customize the existing software to continue to meet charter school lottery requirements.

5. Recommend City Commission approve the new agreement between the City of Pembroke Pines Charter Schools and SchoolMint, Inc. for a three-year period, in the amount of \$146,044.46 for the use of the SchoolMint lottery and student enrollment solution, pursuant to Sections 35.18(C)(7)(h) and 35.18(C)(7)(i) of the City's Code of Ordinances.

Agenda Request Form Continued (22-0512)

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$146,044.46 for a three-year period.
- b) **Amount budgeted for this item in Account No:** The funding for the initial first-year payment is budgeted for in the FY2022-23 Proposed Charter School budget within the Other Svs-IT accounts:

School Site	Other Svs-IT Accounts	
	Account Coding	Amount
East Elementary	170-569-5051-534995-7300-359-0000-00550	\$ 9,334.82
West Elementary	170-569-5051-534995-7300-359-0000-00551	\$ 8,001.27
Central Elementary	170-569-5051-534995-7300-359-0000-00552	\$ 8,001.27
West Middle	171-569-5052-534995-7300-359-0000-00553	\$ 9,068.11
Central Middle	171-569-5052-534995-7300-359-0000-00554	\$ 8,734.72
Academic Village	172-569-5053-534995-7300-359-0000-	\$ 28,004.45
FSU Elementary	173-569-5061-534995-7300-359-0000-	\$ 9,321.48
	Total	\$ 80,466.12

- c) **Source of funding for difference, if not fully budgeted:** The remaining \$65,578.33 will be budgeted for in subsequent school fiscal years 2024 and 2025.
- d) **5 year projection of the operational cost of the project:** This agreement is for a three year period; any services in future years would be contingent upon future renewals.

	Year 1 (2023)	Year 2 (2024)	Year 3 (2025)	Year 4	Year 5
Revenues					
Expenditures	\$80,466.12	\$31,989.43	\$33,588.90		
Net Cost	\$80,466.12	\$31,989.43	\$33,588.90		

- e) **Detail of additional staff requirements:** None.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

Rojas, Dominique

From: Rotstein, Daniel
Sent: Tuesday, June 14, 2022 3:53 PM
To: Rojas, Dominique
Subject: FW: EdTech Holdings LLC through SchoolMint, Inc. - Lottery & Student Application Management - New Agreement - Risk Approval Request
Attachments: COI (GL, WC, E&O Cyber) Expires 4-30-2023 (w City as add'l insured for GL & cyber).pdf; SchoolMint-Lottery & Student Application Management (2022-25)(r1).pdf; Final_SchoolMint-Pembroke_Agreement.pdf; SchoolMint-Lottery & Student Application Management (Orig-5th A) (ABD).pdf; COI (GL, WC, E&O Cyber) Expires 4-30-2022.pdf

Approved

From: Rojas, Dominique <drojas@ppines.com>
Sent: Tuesday, June 14, 2022 2:23 PM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: EdTech Holdings LLC through SchoolMint, Inc. - Lottery & Student Application Management - New Agreement - Risk Approval Request

Dear Daniel,

Good afternoon. Please find attached the COI submitted by the vendor for the above-referenced, new agreement. The new agreement and addendum are attached here also for your reference. For additional reference, we are also attaching the current agreement and COI.

We stand by for your approval, and thank you as always for your attention.

Kindest regards,

Dominique Rojas • Contracts Specialist

Finance Department

City of Pembroke Pines

601 City Center Way, Pembroke Pines, FL 33025

Direct: 954-392-9436

Email: drojas@ppines.com

Main: 954-392-9435

Team Email: contracts@ppines.com

www.ppines.com

City Hall hours: Monday–Thursday 7am–6pm (closed on Fridays)