

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract

260053

Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO
NOT PLACE ITEM ON AGENDA UNTIL
REVIEW IS COMPLETED

Must Have Board Approval over \$100,000.00

Date Submitted: 11/20/2025

Name of Contract Initiator: Elaine for Facilities/B Ellis Telephone #: x66738

School/Dept Submitting Contract: Facilities / Maint / IT Cost Center #

Vendor Name: Brightly

Contract Title: Software: (Capital Predictor / Tech Essentials / Asset Essentials)

Contract NEW Renewal Amendment Extension Previous Year Contract # 19190056 / 210129 / 230144144

Contract Term: 3 Years (Ending 12/31/2028) Renewal Option(s):

Contract Cost: Year 1 \$85,550.89 Year 2 \$86,712.40,71 Year 3 \$87,908.76 (Grand Total \$260,172.05)

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line #

Funding Source: Budget Line #

NO COST MASTER (COUNTY WIDE) CONTRACT – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

Completed Contract Review Form

SBAO Template Contract or other Contract (NOT SIGNED by District / School)

SIGNED Addendum A (If not an SBAO Template Contract) - When using the Addendum A, this Statement MUST BE included in the body of the Contract:
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

Release and Hold Harmless (If Applicable)

RECEIVED

By Elaine at 12:42 pm, Nov 20, 2025

** AREA BELOW FOR DISTRICT PERSONNEL ONLY **

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department REVIEWED By Bertha Staefe at 3:09 pm, Nov 25, 2025	Piggyback AEPA 024-D. Vendor does business with multiple Government agencies thus has an Addendum for such contracts. Their Addendum meets our needs with our required sign documents.
School Board Attorney Review Date JPS 12/8	Legally sufficient
Other Dept. as Necessary Review Date	Piggyback off PAEPAC 24D - Potential Expy 2/28/2028 (has survival clause) NOTE: Comprehensive State, Local Gov See Attached email Re: Addendum A
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	Tentatively Approved Pending Required Signatures

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o _____ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or an Assistant Superintendent, or a Chief Officer.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or an Assistant Superintendent for their Division, or Chief Officer, or Director, or Supervisor, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4



Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Email: district9056@myoneclay.net. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator. Purchasing will save a digital copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.
Email: contractreview@myoneclay.net
The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.
If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the School Board Attorney's Office ("SBAO") webpage or call 904-336-6507
For assistance with insurance-related matters, please visit the Business Affairs - Risk Management webpage or call 904-336-6745
For assistance with District Purchasing, please visit the Business Affairs - Purchasing webpage or call 904-336-6736



RE: New Brightly Contract

1 message

Gould, Dan <dan.gould@brightlysoftware.com>
To: "Barton-Weeks, Elaine" <elaine.bartonweeks@myoneclay.net>

Tue, Nov 18, 2025 at 7:18 PM

Hi Elaine,

This is from our legal department, please review.

Subject: Contract Addendum Review – Recommendation to Utilize Brightly SLED Addendum

We appreciate the opportunity to review your addendum requirements and have given this matter careful consideration.

Our Recommendation

We respectfully recommend that we proceed using the **Brightly State, Local Government, and Higher Education (SLED) Addendum** rather than the proposed addendum. This approach will better serve both parties and ensure a more robust foundation for our partnership. Below, we outline why this is the optimal path forward. GTC - SLED TERMS - Sales - Siemens Group - English

Why the Brightly SLED Addendum Is Purpose-Built for Your Needs

1. Comprehensive Compliance with Public Sector Requirements

The Brightly SLED Addendum was specifically designed to address the unique legal and operational constraints facing state, local government, and higher education entities. It acknowledges that SLED customers operate under distinct statutory and regulatory frameworks and provides tailored solutions that respect these requirements without creating operational friction.

Key strengths include:

- **Public Disclosure Laws Accommodation** (Section 1.1): Explicitly recognizes and addresses Right-to-Know and Freedom of Information Act requirements, providing a clear protocol for handling sensitive information requests.
- **Sovereign Immunity Protection** (Section 1.7.2): Safeguards your entity's legal protections without requiring unnecessary waivers.
- **Appropriation-Based Termination** (Section 1.5): Acknowledges the budgetary realities of public entities, allowing termination if funds are not appropriated—a critical provision for government operations.
- **State Attorney General Representation** (Section 1.3.2): Respects your entity's established legal defense protocols.

2. Cloud Services Are Not Adequately Addressed in Standard Public Entity Addenda

Many public entity addenda were developed for traditional software licensing or on-premises solutions and do not contemplate the operational realities of cloud services. This creates gaps in critical areas:

Service Continuity & Availability: Cloud services require different SLA frameworks, uptime commitments, and incident response protocols than traditional software. The Brightly SLED Addendum integrates these considerations into the broader agreement structure.

Data Residency & Security: Cloud services often involve data processing across multiple jurisdictions. The SLED Addendum's framework better accommodates the compliance requirements (FERPA, HIPAA, state data protection laws) that cloud services must meet.

Scalability & Dynamic Provisioning: Public entities using cloud services often experience variable demand (e.g., enrollment spikes in education, seasonal workload variations in local government). Standard addenda may not address auto-scaling, usage-based billing, or dynamic resource allocation—all essential to cloud service delivery.

Vendor Management & Third-Party Processors: Cloud services typically involve subprocessors and third-party integrations. The SLED Addendum provides clearer frameworks for managing these relationships while maintaining compliance.

3. Your Proposed Addendum Creates Operational Constraints that were not Covered in our Proposed Offerings

While we understand the intent behind your proposed terms, several provisions inadvertently create challenges for effective cloud service delivery.

The Business Case for Standardization

Efficiency & Speed to Implementation: The Brightly SLED Addendum is already aligned with public sector legal requirements. Adopting it accelerates contract execution and allows us to begin service delivery sooner.

Risk Mitigation: Custom addenda create negotiation cycles that introduce legal uncertainty. The SLED Addendum has been vetted across multiple SLED jurisdictions and represents a balanced approach to public sector risk allocation.

Cost Effectiveness: Extended negotiation on custom terms increases legal costs for both parties. The SLED Addendum provides certainty without additional expense.

Precedent & Consistency: Using a standardized addendum ensures consistency across your technology partnerships and simplifies vendor management for your procurement team.

Our Commitment to Your Success

We want to assure you that adopting the Brightly SLED Addendum does **not** mean we are unwilling to address your specific concerns. We remain committed to:

- Accommodating legitimate compliance requirements unique to your jurisdiction
- Providing transparent communication regarding data handling and security
- Ensuring service levels meet your operational needs
- Respecting your entity's legal protections and governance structures

If there are specific provisions in your proposed addendum that address unique statutory requirements we have not anticipated, we welcome the opportunity to discuss how those can be incorporated into the SLED framework.

Next Steps:

We propose the following path forward:

1. **Adopt the Brightly SLED Addendum** as the foundation for our agreement
2. **Identify any jurisdiction-specific requirements** that fall outside the SLED Addendum's scope
3. **Develop a supplemental schedule** (if necessary) addressing only those unique requirements
4. **Execute the agreement** and begin service delivery promptly

We believe this approach balances your entity's legitimate compliance needs with the operational requirements of modern cloud service delivery. Please let us know your thoughts, and we welcome the opportunity to discuss this recommendation at your earliest convenience.

Dan Gould / Senior Client Success Manager

Call or Text - (910)-547-2929 Brightly Software, a Siemens company

LinkedIn / Facebook / Instagram

From: Barton-Weeks, Elaine <elaine.bartonweeks@myoneclay.net>
Sent: Tuesday, November 18, 2025 8:54 AM
To: Gould, Dan (SI BSW S CS NAM 1) <dan.gould@brightlysoftware.com>
Subject: Re: New Brightly Contract

Hopefully, I would like to get this complete document to our legal team before the Thanksgiving break.

Elaine Barton-Weeks

BAF COOR II PROCUREMENT/BUYER

Clay County District Schools

| phone 904-336-6738| ext 66738

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PREPARED FOR

Clay County School District ("Customer")
925 Center Street
Green Cove Springs, FL 32043

PREPARED BY

Brightly Software Inc
4242 Six Forks Road, Suite 1400
Raleigh, NC 27609

PUBLISHED ON

October 29, 2025



Q-455603

Bryce Ellis
Assistant Superintendent of Operations
Clay County School District
925 Center Street
Green Cove Springs, FL
32043

Dear Bryce,

Thank you for your interest in our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Clay County School District:

- PAEC - Panhandle Area Educational Consortium contract 24-105
- <https://floridabuy.org/dude-solutions/>

Subscription Term: 36 months (01/01/2026 - 12/31/2028)

Cloud Services			
Item	Start Date	End Date	Investment
Capital Predictor Enterprise	1/1/2026	12/31/2026	38,717.08 USD
TechnologyEssentials Help Desk	1/1/2026	12/31/2026	11,380.18 USD
- ConnectAuthenticate	1/1/2026	12/31/2026	Included
Asset Essentials Inventory	1/1/2026	12/31/2026	0.00 USD
Asset Essentials Core	1/1/2026	12/31/2026	35,453.63 USD
Subtotal: 85,550.89 USD			
Total Initial Investment			85,550.89 USD



Cloud Services Subscription

Item	Investment Year 2 Start Date: 01/01/2027	Investment Year 3 Start Date: 01/01/2028
Capital Predictor Enterprise	39,878.59 USD	41,074.95 USD
TechnologyEssentials Help Desk	11,380.18 USD	11,380.18 USD
- ConnectAuthenticate	Included	Included
Asset Essentials Inventory		
Asset Essentials Core	35,453.63 USD	35,453.63 USD
Total:	86,712.40 USD	87,908.76 USD



Special Terms for Asset Essentials

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee.

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Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- B. Proposal expires in sixty (60) days.
- C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- E. Payment terms: Net 30
- F. This Order and its Offerings will be subject to the terms and conditions of the PAEC/AEPA Contract #024-D, including the Brightly Software, Inc. Master Agreement contained therein. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable fees, including any processing fees, using such Automatic Payment Method.
- J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity,



required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

- K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

- A. **Billing frequency:** Annual
- B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>).
- C. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- D. During the Term, Siemens shall, as part of Customer's Subscription Fees provide telephone and email support ("Support Services") 24 hours/day, 7 days/week.
- E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.
- F. **USE OF APIs.** Customer is authorized to use any Application Programming Interface that is either: i) identified as a Cloud Services Offering, or ii) identified as published in the Documentation (collectively the "APIs") as part of any Offering for Customer's internal business purposes only. Customer may not use the APIs to enable unauthorized use of the Cloud Services. Customer may purchase a separate license to use certain published APIs to develop



software for use solely in conjunction with the Cloud Services. Customer is prohibited from reselling any software developed through the use of the APIs unless (a) Customer is separately authorized to do so as a member of a Siemens partner program, or (b) Customer has purchased an Offering which include APIs that explicitly allows Customer to develop software for Customer's internal use or for resale under terms and conditions at least as protective as this Agreement. Customer may not otherwise modify, adapt, or merge the Offerings. Siemens has no obligations or liability for software developed by Customer using the APIs. Customer is prohibited from using unpublished APIs under any circumstances.

- G. Siemens reserves the right to block IP addresses originating from a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.
- H. Customer is entitled to access and use the Offerings only as explicitly described in the Documentation. These Offerings are intended for Customer's internal business operations only. There are no additional Entitlements or rights to use the Offerings or their related APIs beyond what is specified. Any other access or use is strictly prohibited under the Terms.
- I. At the time of this Order, the implementation of the requirements of the Cyber Resilience Act EU 2024/2847 ("CRA") is not yet mandatory in the European Union (EU) due to its transitional periods. Not all clarifications on measures that the Customer and contractor will take to implement the new requirements within the project implementation can currently be completed. Therefore, the parties agree that the project scope and contract price agreed upon at the time of Agreement conclusion do not yet include any necessary measures to implement the CRA requirements. Siemens will present the implementation of these measures together with an adjustment of the contract price and schedules considering any additional expenses of the contractor in the appropriate project phases through the Change Request procedure.

Additional information

- A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- B. Billing frequency other than annual is subject to additional processing fees.
- C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-455603 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>)
- D. Brightly Software, Inc. can provide evidence of insurance upon request.

Base Terms

See State, Local Gov Addendum for Exceptions!

These Base Terms are agreed between the Siemens entity named on the Order ("Siemens") and the customer that accepted the Order ("Customer"). These Base Terms together with the applicable Supplemental Terms form the "Agreement".

Capitalized terms are defined at the end of the document.

Commercial terms

1. Siemens' Offerings

1.1. Delivery mode

Siemens will deliver the Offerings and invoice as specified in the Order. Siemens may deliver the Offerings in stages or installments (and invoice accordingly).

1.2. Equivalent performance

Siemens may perform the Offerings using a technically equivalent method to that set out in the Order, if this does not detrimentally alter the agreed functionalities.

1.3. Updates for Offerings

Siemens may issue Updates to its Offerings and will use commercially reasonable efforts to notify Customer when Updates are generally available. Information provided on Siemens' website is sufficient notice.

Siemens may not support non-current versions of the Offerings or update them to future versions.

1.4. Cybersecurity

As a member of the Charter of Trust (<https://www.charteroftrust.com/>), Siemens promotes the corresponding cybersecurity principles.

Siemens does not warrant that the Offerings are secure except as stated in the Offering description set out or referred to in the Order.

2. Payment, interest, and taxes

2.1. Payment terms

Customer will pay the fees plus reasonable and verifiable travel and incidental expenses within 30 days of the invoice date, without deduction or set-off. If Customer disputes an invoice, Customer must still pay any undisputed portion.

2.2. Interest

Siemens is entitled to charge interest on overdue payments at the monthly percentage rate of 1.5% compounded or at the highest rate allowed by law (whichever is lower).

2.3. Taxes

All amounts Siemens invoices are exclusive of taxes and any other charges. Customer will pay or refund Siemens for any applicable taxes, duties, or other charges imposed by any government authority for Customer's use or receipt of the Offerings.

If Customer is required by law to deduct or withhold tax, Customer will increase the amount it pays to Siemens so that Siemens still receives the net amount originally invoiced. Customer will promptly provide all tax receipts, or a valid exemption certification (if applicable), confirming it has paid or withheld tax.

3. Changes

3.1. Change requests

When Customer sends Siemens a change request, Siemens will send Customer:

- a. a fee estimate;
- b. a schedule impact; and
- c. any other necessary changes to the Order.

3.2. Change effectiveness

A change becomes effective when Customer and Siemens accept it in writing.

3.3. Changes in law and standards

3.3.1. Right to make adjustments. Siemens may make reasonable adjustments to the Order for any additional requirements or costs it incurs due to any:

- a. laws, regulations, court judgments or decisions, or guidance issued by public authorities; or
- b. engineering standards or codes of practice; or
- c. Customer's site rules,

in each case issued or changed after the effective date of the Order.

3.3.2. Type of adjustments. Such adjustments, may, for example, include changes to:

- a. the time schedules and scope of Offerings as needed; or
- b. Siemens' fees, to reflect any reasonable additional costs.

4. Customer's obligations

4.1. Providing Contributions

Customer will:

- a. be responsible for the performance and interoperability of Contributions;
- b. obtain all required consents and licenses at Customer's cost; and
- c. make sure that Siemens, its Affiliates, and their subcontractors have the right and access to use any Contributions.

4.2. Reasonable adjustments

If Customer does not:

- a. provide its Contributions in accordance with the respective Order; or
- b. fulfill its obligations specified in this Section 4, or in the respective Supplemental Terms,

Siemens will have the right to adjust the Order, including the time schedule and fees, to make up for any delay or reasonable additional costs Siemens incurs.

4.3. Use of the Offerings

Customer is solely responsible for any results and conclusions obtained from using the Offerings.

4.4. Security and safety

Customer is responsible for:

- a. the security of its infrastructure, network, hardware, software, systems, data, and interfaces;

- b. taking appropriate steps to protect and retrieve its data, including by maintaining backup copies; and
 - c. the safety of persons onsite.
- 4.5. **No reverse engineering**
Customer will not reverse engineer, decompile, or copy Offerings or their parts unless allowed by mandatory law or the Agreement.
- 4.6. **Installing Updates**
Customer is responsible to install any Updates received from Siemens. If there is a risk of imminent harm to Customer or third parties, Siemens may install Updates automatically by remote access or other means and without prior notice.

5. Siemens' use rights

Siemens and its Affiliates may:

- a. use for any purpose, in perpetuity, and at its own risk any comment or feedback Customer gives to Siemens on Siemens' Offerings, including suggestions for changes or enhancements, support requests, and error corrections;
- b. use data Siemens collects in connection with the Offerings to provide and improve its products and services; and
- c. identify Customer by name or logo as part of a general customers list on websites and marketing materials.

Additional software terms

6. Code format

Offerings containing software will be delivered in executable form, unless the applicable Supplemental Terms specify delivery of source code. If Third-Party Terms require Siemens to furnish Third-Party Technology in source code form, Siemens will provide it upon:

- a. written request; and
- b. payment of any reasonable expenses.

7. Siemens software terms

Supplemental Terms as specified in the Order may additionally apply for Siemens' software.

8. Third Party Technology

In the event of a conflict with the terms of the Agreement, the Third-Party Terms prevail with respect to Third-Party Technology. Third-Party Terms for open source software shall also prevail in relation to the software or parts thereof insofar as the Third-Party Terms for open source software grant the Customer certain rights of use on the basis of the connection of open source software components with the software.

Confidentiality and compliance

9. Confidentiality

9.1. Protection and use

The receiving party will:

- a. protect Confidential Information by the same means it uses to protect its own (and always by at least reasonable means); and
- b. use Confidential Information only as required for the purposes of the Agreement.

9.2. Limited disclosure

The receiving party will:

- a. only disclose Confidential Information:
 - to its employees and to the employees of its Affiliates, agents, advisors, and contractors who need to know it; or
 - with the disclosing party's consent; and
- b. make sure that all recipients are bound by confidentiality obligations as strict as those in the Agreement.

9.3. Return

If the disclosing party requests it, the receiving party will return or destroy all Confidential Information. Copies required under applicable laws or created as part of a routine information technology backup may be kept but must remain confidential.

While performing under the Order, Siemens' employees may gain general expertise, know-how, ideas, concepts, and techniques that are then retained in their unaided memories. Siemens may use this residual knowledge without conditions or restrictions.

9.4. Required disclosure

If a governmental agency or law requires it, the receiving party may disclose Confidential Information, provided it:

- a. promptly gives written notice to the disclosing party (if the law allows); and
- b. works with the disclosing party to limit the scope of disclosure.

9.5. Exceptions

The above confidentiality obligations will not apply to any information that:

- a. is or becomes generally available to the public (without the receiving party having breached the Agreement);
- b. becomes available to the receiving party from a source other than the disclosing party (if the receiving party has no reason to believe that the information is confidential);
- c. was already in the receiving party's possession without an obligation of confidentiality; or
- d. is independently developed by the receiving party without the use of Confidential Information.

10. Data protection

Customer and Siemens will both comply with applicable laws regarding data protection.

11. Export control compliance

11.1. Export Regulations/ No Re-Export

- a. Customer will comply with all applicable Export Regulations.
- b. Customer will
 - not sell, export or re-export, directly or indirectly, any Offerings to Russia or Belarus or for use in these countries.
 - undertake best efforts to ensure that the purpose of this Section 11.1.b. is not frustrated by any third party further down the commercial chain.

11.2. Required information

Customer will promptly:

- a. inform Siemens about any problems in applying Sections 11.1.b. and 11.4.d. including any relevant activities by third parties that could frustrate the purpose of Section 11.1.b.; and

- b. provide upon request information about (as applicable)
 - users, the intended use, the location of use, and the final destination of the Offerings; and
 - compliance with Section 11.

11.3. Special data handling

Before disclosing to Siemens any information that is defense-related or requires controlled or special data handling, Customer will:

- a. notify Siemens; and
- b. use the disclosure tools and methods Siemens requires.

11.4. Export checks for Offerings

Before Customer performs any transaction with a third party concerning the Offerings delivered by Siemens, Customer will check and certify by appropriate measures (e.g. monitoring) that:

- a. Customer does not violate any Export Regulations with its use, transfer, or distribution of such Offerings, the brokering of contracts, or the provision of other economic resources in connection with Offerings, also considering any prohibitions to get around these (e.g., by undue diversion);
- b. Offerings are not intended for prohibited or unauthorized non-civilian purposes (for example: armaments, nuclear technology or any other defense and military use);
- c. Customer has screened all direct and indirect parties involved in the receipt, use, or distribution of the Offerings against all applicable restricted party lists of the Export Regulations concerning trading with the entities, persons, and organizations listed there; and
- d. the Offerings will not be:
 - exported directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries) to or for use in Russia or Belarus; or
 - resold to any third-party business partner without a prior binding commitment not to – directly or indirectly- export such Offerings to or for use in Russia or Belarus.

11.5. Semiconductor development

Customer will not, without Siemens' prior written consent, use Offerings to develop or produce integrated circuits at any advanced semiconductor fabrication facility located in the Peoples Republic of China and further restricted locations meeting the criteria specified in the U.S. Export Administration Regulations, 15 C.F.R. 744.23.

11.6. Reservation and suspension

11.6.1. **Reservation.** Siemens will not have to fulfill this Agreement, including any Order, if prevented by:

- a. impediments arising out of national or international foreign trade issues;
- b. impediments arising out of customs requirements; or
- c. any Export Regulations.

11.6.2. **Suspension.** Siemens may be obliged under the Export Regulations to limit or suspend access to the Offerings by Customer or Customer's users.

11.7. Breach of Export Regulations

Any violation of this Section 11 is a material breach of the Order entitling Siemens to:

- a. suspend or terminate the Order in accordance with Section 12 and 13; and
- b. in case of a breach of Section 11.1.b. to penalties in the amount of 5% of the fees of the Order.

Suspension and termination

12. Suspension

12.1. Suspension right

Siemens may suspend the performance of its obligations under an Order by giving Customer written notice if:

- a. Customer's payment is more than 15 days late;
- b. Customer does not provide the required Contributions in accordance with the Order after a reasonable grace period; or
- c. Customer materially breaches the Order.

12.2. Payment during suspension

If Siemens suspends performance, Customer will pay:

- a. the fees and costs related to any portion of the Offerings delivered before the effective date of suspension; plus
- b. any reasonable costs and expenses incurred as a result of the suspension.

12.3. Schedule adjustment

If Siemens resumes performance, Siemens will adjust all affected schedules to reasonably accommodate the suspension. After 15 days' suspension for any reason, Siemens may reassign personnel.

13. Termination

13.1. Termination right

Either Customer or Siemens may terminate any Order upon written notice if the other:

- a. becomes bankrupt or insolvent;
- b. goes into liquidation;
- c. has a receiving order against it;
- d. compounds with its creditors;
- e. continues business under a receiver, trustee, or manager for the benefit of its creditors; or
- f. does not remedy a material breach within 30 days of notice.

The right to rescind an Order is excluded.

13.2. Payment if Customer terminates

If an Order is terminated by Customer under Section 13.1, Customer will pay the fees and expenses related to any portion of the Offerings delivered before the effective date of termination.

13.3. Payment if Siemens terminates

If an Order is terminated by Siemens under Section 13.1, Customer will pay:

- a. all agreed fees for the Offering, minus any expenditures avoided by termination; and
- b. all costs Siemens incurred due to such termination.

13.4. Survival

Sections 2, 4.4, 4.5, 4.6, 5, 9, 11, 13.2, 13.3, 14, 15 and 17 will survive termination of the Order.

Claims, liability, and dispute resolution

14. Intellectual Property Infringement

14.1. Claim of Siemens infringement

In case of an Infringement Claim, Siemens will:

- a. defend, at Siemens' cost, the Infringement Claim; and
- b. pay all damages finally awarded against Customer by a court of competent jurisdiction or agreed in settlement with Siemens' consent.

14.2. Remedies

In case of an Infringement Claim, Siemens may, at its option and expense, provide these remedies:

- a. obtain the right for Customer to continue the use of the Offerings;
- b. modify the Offerings to become non-infringing; or
- c. replace the infringing part of the Offerings,

in case of b. and c. without materially affecting the functionality of the Offering.

14.3. Refund

14.3.1. **Conditions for refunds.** If remedies under Section 14.2 are not available at commercially reasonable expense, Siemens may terminate any Orders including licenses for such Offerings and Customer will receive the refunds for the allegedly infringing portions of the Offerings specified in Section 14.3.2 ("Refunds"), provided that, after receiving Siemens' notification, Customer:

- a. stops using the allegedly infringing portion of the Offerings; and
- b. returns all related portions of the Offerings in Customer's possession.

14.3.2. **Refunds.** Refunds will equal:

- a. for Hardware or perpetual software: the remainder of a 60-month amortization period from their initial delivery;
- b. for subscription services or time-based licenses: the remainder of their term; and
- c. for any other Offering: refund of prepaid fees for the infringing portion of the Offerings.

14.4. No admission

If Customer stops using the allegedly infringing Offerings (or a part of them), Customer will notify the third-party claimant in writing that this is not an admission of infringement.

14.5. Preconditions

Any defense or remedies under this Section 14 are subject to Customer giving Siemens:

- a. prompt written notice of the Infringement Claim;
- b. all requested information (including information about Customer's use of the Offerings) and reasonable assistance related to the Infringement Claim; and
- c. sole authority to defend or settle the Infringement Claim.

14.6. Customer's prior consent

Siemens will not admit liability or incur obligations on Customer's behalf without Customer's prior written consent, which Customer will not unreasonably withhold.

14.7. Exclusions

Siemens will not have any liability or obligations as specified in this Section 14 to the extent that an Infringement Claim arises out of:

- a. not using a replacement, correction, patch, or new version of the Offering provided by Siemens that performs substantially the same functions as the allegedly infringing Offering;

- b. using the Offering in combination with software, equipment, products, or other items not provided by Siemens;
- c. using Offerings provided free of charge;
- d. any adjustment, modification, or configuration of the Offering not made by Siemens;
- e. Customer's instructions, requests, specifications, and Contributions;
- f. using the Offerings for a purpose or in a manner not authorized by Siemens;
- g. deliverables resulting from services; or
- h. information or data not provided by or on behalf of Siemens.

14.8. **Claim of Customer's infringement**

If any allegation is made against Siemens and/or its Affiliates based on a claim that the Contributions infringe an intellectual property right, then the obligations of Siemens under Sections 14.1, 14.2, 14.5 and 14.6 shall reciprocally apply to Customer in favor of Siemens and its Affiliates.

14.9. **Exclusive remedies**

This Section 14 sets out Siemens' entire liability and Customer's sole and exclusive rights and remedy for infringement of third-party intellectual property rights.

15. Liability

15.1. **Exclusive liability**

This Section 15 will exclusively govern Siemens' liability for all claims, costs, damages, and indemnities, regardless of the form of action, whether based in contract, statute, tort (including negligence) or otherwise.

15.2. **Scope of limitations**

The limitations and exclusions below:

- a. apply to:
 - Siemens;
 - Siemens' Affiliates; and
 - Siemens' respective officers, directors, licensors, subcontractors, and representatives; and
- b. will not apply to the extent liability cannot be limited or excluded according to applicable law.

15.3. **Limitation of liability**

15.3.1. **For Recurring Fee Offerings, Siemens' aggregate liability for all claims under the Order arising in one Contract Year is limited to the total fees paid under the Order for the Recurring Fee Offering during such Contract Year.**

15.3.2. **For Other Offerings, Siemens' aggregate liability for all claims under the Order is limited to the total fees paid under the Order for the Other Offering.**

15.4. **Exclusions of liability**

15.4.1. **Time limitations. Any claims by Customer will be excluded after 2 years from the date of the event giving rise to the claim.**

15.4.2. **Disclaimer. Even if foreseeable, Siemens will never be liable for:**

- a. any indirect, incidental, consequential, special, exemplary, or punitive damages;
- b. loss of production;
- c. interruption of operations;
- d. loss of use;
- e. loss or corruption of data;
- f. contractual claims of third parties;
- g. loss of revenue, profits, capital and interest, or anticipated savings; or
- h. any Offerings provided free of charge.

16. Force majeure

16.1. No liability

Neither party will be liable for a performance failure or delay (except related to any payment obligations) due to a cause beyond the reasonable control of either party or its suppliers or subcontractors.

16.2. Time adaptation

Impacted schedules in the Order will be reasonably adjusted for a force majeure event.

16.3. Termination right

If a force majeure event continues for more than 180 days, either Customer or Siemens may terminate the Order. Customer will pay Siemens for the Offerings provided up to the date of termination.

17. Applicable law and dispute resolution

17.1. Applicable law, Arbitration

This Agreement and any Order will be governed by the substantive laws set forth in the paragraphs below, as set forth therein, excluding choice-of-law rules.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any dispute arising out of or in connection with this Agreement will be resolved as follows:

- a. In the **United States and all other domiciles not otherwise mentioned**, the applicable law will be the laws of the state of Delaware, USA; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Delaware, USA unless Customer is a public entity in which case the applicable law will be the state law where it is domiciled and any dispute will be subject to the jurisdiction of the applicable courts where it is domiciled.
- b. In **Canada**, the applicable law will be the laws of Ontario; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Ontario, Canada, without regard to the principles of conflicts of law.
- c. In the **United Kingdom or a country in Europe**, the applicable law will be the laws of England; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be London, England.
- d. In **Australia, New Zealand, a country in Asia/Oceania**, the applicable law will be the laws of Victoria, Australia; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be Melbourne, Victoria, Australia.

All disputes arising out of or in connection with this Agreement or any Order will be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC").

17.2. Language

The language of the proceeding will be English.

17.3. Court proceedings

To the extent permissible under applicable law and to the extent it would not result in the invalidity or inapplicability of this Section 17, the parties agree that Siemens, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Customer has its place of business, (i) to enforce its intellectual property rights, or (ii) for the payment of fees related to any Offering.

General clauses

18. Notices

Notices will be in writing and sent to the address specified in the applicable Order.

19. No restrictions

Subject to confidentiality, nothing in the Agreement or the Order restricts Siemens from providing services to third parties similar or identical to the services provided to Customer.

20. Affiliates and subcontractors

Siemens may use Affiliates and subcontractors to fulfill its obligations under the Order. Siemens remains responsible for its obligations and those of its Affiliates and subcontractors.

21. Independent relationship

Nothing in the Agreement or the Order creates a partnership or an employment relationship between Siemens and Customer or any of their respective personnel.

22. Order of precedence

In the event of a conflict between the Order, these Base Terms and the Supplemental Terms, the following order of precedence applies:

- a. Order (excluding any Customer general terms and conditions, even if the document states differently);
- b. applicable Supplemental Terms; and
- c. these Base Terms.

23. Entire Agreement

The Order is the entire agreement with respect to its subject matter and supersedes and extinguishes any previous or contemporaneous agreements, assurances, warranties, or representations.

Each party agrees that it shall have no remedies in respect of any statement or representation (whether made innocently or negligently, but excluding any made fraudulently) that is not set out in the Agreement.

If a translation of the Agreement conflicts with the original, the English language version will control.

The terms of any purchase order or other document from Customer are excluded and such terms will not apply to any Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.

24. No assignment

Neither party may assign or otherwise transfer (by operation of law or otherwise) its respective rights or obligations under the Agreement or any Order without the written consent of the other. However, Siemens may assign to an Affiliate or an acquirer of all or substantially all the business covered by the Agreement or any Order.

25. No waiver

Failure to enforce a provision of the Agreement or any Order will not be considered a waiver.

26. Amendments

This Agreement and any amendments to it can only be effective if made in writing and signed by both parties (either manually or by an electronic system specified by Siemens).

27. Validity

If any provision of the Agreement or any Order is invalid, illegal, or unenforceable, the remaining provisions will not be affected. Such provision will be deemed to be restated in accordance with applicable law to reflect the parties' original intent.

Definitions

Affiliate	Any legal entity that, directly or indirectly:
	<ul style="list-style-type: none">• is controlled by a party;• controls a party; or• is controlled by a legal entity that directly or indirectly controls a party.
Confidential Information	Information that:
	<ul style="list-style-type: none">• is disclosed by one party, its Affiliates, or their subcontractors to the other party or their Affiliates;• is marked or declared as confidential (or that any reasonable person can recognize as confidential in its nature); and• includes the terms of the Agreement and any Order, Offerings, Siemens-owned Intellectual Property, and any Information Customer derives from benchmarking any Offering.
Contract Year	The 12 month period starting with the effective date of an Order or its anniversary.
Contributions	Everything Customer (or someone through Customer) must provide or perform in connection with an Order so that Siemens can perform the Offerings, including all assistance, documents, information, data, and approvals.
Documentation	Instructions for use, learning materials, technical and functional documentation, and API (Application Programming Interface) information made available with the applicable Offering which may be updated by Siemens from time to time.
Export Regulations	All applicable sanctions, embargoes, and (re-)export control regulations and in any event those of the European Union, the United States of America and any locally applicable jurisdiction.
Hardware	Offerings that are tangible products, equipment, components, parts, and materials which may include firmware.
Intellectual Property	Rights in data, software, ideas, know-how, or any other proprietary material or information.
Infringement Claim	Where a third party makes a specific claim, allegation or complaint against Customer that the Offerings directly infringe any:
	<ul style="list-style-type: none">• patent or trademark issued or registered by the United States, China, Japan, or the European Patent Office or the European Union Intellectual Property Office;• copyright; or• trade secret.
Offerings	The services, products, or documents provided to Customer as exclusively set out in an Order.
Order	An order form, a statement of work, or any other document that sets forth the Offerings and fees, incorporates the terms of the Agreement, and is agreed upon by both parties by manual or electronic signatures or by an electronic system specified by Siemens.
Other Offerings	Offerings without a recurring fee.
Recurring Fee Offerings	Offerings with recurring fees, for example service contracts and subscriptions.
Supplemental Terms	Additional terms and conditions that apply to a particular Offering as attached here or referenced in an Order. It may be titled EULA or have a similar term.

Third-Party Technology	Any third-party software, technology, and other materials, including open source software components, licensed by third parties under separate terms.
Third-Party Terms	License conditions that may apply for Third-Party Technology and are specified in the Documentation, Supplemental Terms, Third-Party Technology source code (if any), and/or in "read me," header-, notices-, or similar files.
Update(s)	Updates, security patches, or bug fixes.

State, Local Government, and Higher Education Addendum

This State, Local Government, and Higher Education Addendum ("SLED Addendum") is incorporated into and forms part of the Base Terms and applicable Supplemental Terms between Siemens and Customer identified on the Order ("Agreement"). This SLED Addendum applies only to state, local, or public education entities created by the laws (including constitution or statute) of the applicable state ("SLED"). Siemens acknowledges that statutes and regulations governing SLED customers may sometimes require that certain terms in commercial supplier agreements be limited and may be ineffective and inoperative. Therefore, to the extent the deviations set forth in this SLED Addendum are required by applicable law, Siemens and Customer agree that the following provisions take precedence over any conflicting terms in the Agreement:

Capitalized terms used but not otherwise defined in this SLED Addendum shall have the meanings given to them in the Agreement.

SLED terms

1.1. Public Disclosure Laws

Siemens acknowledges that some or all of the terms of the Agreement, including the terms and conditions thereof, related Orders, Statements of Work, other attachments, or pricing information, may be subject to Right-to-Know or Freedom of Information Laws. If Customer requires any assistance from Siemens in any matter arising out of such laws related to this Agreement, it shall notify Siemens as required by applicable law using the notice contract information in the Agreement. If Siemens reasonably considers any part of the request to include a trade secret or Confidential Information, Siemens shall, to the extent permitted by applicable law, promptly notify Customer explaining why the requested material is exempt.

1.2. Fees and Taxes

Siemens understands that Customer may be subject to applicable laws governing payment, including availability of funds, timing of payments, late payment interest penalties, and taxes.

1.3. Indemnification, Defense

- 1.3.1. **Indemnification.** To the extent applicable law prohibits Customer from indemnifying Siemens, any terms or conditions in the Agreement requiring Customer to indemnify Siemens shall be deemed void and not binding against Customer.
- 1.3.2. **Government Control of Defense.** Any provision of the Agreement requiring Siemens to defend or indemnify Customer is hereby amended, to the extent required by applicable laws, to provide that the applicable State Attorney General's Office has the sole right to represent the SLED entity in litigation and other formal proceedings.

1.4. Statute of Limitations

Applicable state statute of limitations applies to any claim.

1.5. **Termination for Non-Appropriation**

Siemens understands that Customer may be dependent on the appropriation of funding by a granting agency, a municipality, region or state, or a governing body. In the event that funds are not appropriated or otherwise made available to Customer to support the continued performance of this Agreement or any Order thereunder, Customer shall have the right to terminate the Order upon reasonable prior written notice, and Siemens shall cease performance as of the termination effective date; provided, however, Customer will not be entitled to a refund or offset of previously paid but unused fees.

1.6. **Non-Renewal**

Siemens agrees that any Order shall not automatically renew where impermissible by law.

1.7. **Controlling Law, Venue, Sovereign Immunity and Disputes**

- 1.7.1. **Controlling Law.** The Agreement and any disputes arising out of or related thereto shall be governed by the laws of the state pursuant to which Customer is created. With respect to all disputes arising out of or related to the Agreement, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in such state.
- 1.7.2. **Sovereign Immunity.** Nothing in the Agreement shall be interpreted to waive any sovereign immunity protections of Customer.
- 1.7.3. **Arbitration.** Any language requiring arbitration is hereby deleted.

General Software and Cloud Supplemental Terms

These General Software and Cloud Supplemental Terms ("General Software and Cloud Terms") amend the Base Terms between the Siemens entity named on the Order and the Customer that accepted the Order.

They apply only to:

- Software or Cloud Services (or a combination of both); and
- any associated maintenance and support services and Documentation.

Capitalized terms are defined at the end of the document or in the Base Terms.

Commercial terms

1. Delivery

1.1. Delivery of Software and Cloud Services

Unless otherwise set forth in the Order, delivery of:

- a. Cloud Services occurs when Siemens makes Cloud Services available to Customer for access and use,
- b. Software occurs:
 - when Siemens makes Software available to Customer via electronic download from a website specified by Siemens, or
 - ships the tangible media containing the Software, and
- c. an Offering that is comprised of a combination of Cloud Services and Software occurs when the Software and Cloud Services are made available by Siemens.

1.2. Delivery terms for tangible media

Software on media will be delivered subject to EXW (INCOTERMS®2020) if delivery takes place entirely within the United States, or China.

In all other cases, Software will be delivered subject to DAP (INCOTERMS®2020).

1.3. Remote installation

Customer consents to the installation of Software on systems used by Customer, which may be provided through Cloud Services.

2. Payment

2.1. Direct purchases from Siemens

Siemens will invoice Customer in advance for Offerings, unless agreed differently in the Order.

Without limiting any other remedies available to Siemens, Customer will pay applicable fees for any excess use of an Offering at its then-current price and within 30 days of the invoice date.

Except as expressly set forth in the Agreement, all payment obligations are non-cancelable, and all fees are non-refundable.

2.2. Purchases through a Siemens-authorized partner

If Customer has procured an Offering through a Siemens-authorized partner, different invoicing and payment terms may apply as agreed between Customer and the partner.

Siemens may share with the partner information about Customer's use and consumption of Offerings for account management and billing purposes.

Use of Offerings

3. Users

3.1. Authorized users

The number and categories of users authorized to access an Offering are defined in the Entitlements. Users who submit declarations, notifications, or orders to Siemens are acting on Customer's behalf.

3.2. Affiliates as users

If a Customer's Affiliate is entitled to access or use an Offering, Siemens may enforce its rights directly against that Affiliate.

4. Customer's responsibilities

Customer will:

- a. be responsible for the use of Offerings;
- b. be responsible for the security of Customer's systems and the software they include and will take commercially reasonable steps to exclude malware, viruses, spyware, and trojans;
- c. obtain, at its own expense, any required rights, consents, and permits from vendors of software and services that Customer intends to use with an Offering;
- d. make sure that any user who accesses or uses an Offering on Customer's behalf, at Customer's invitation, or by invitation of a Customer's user complies with Customer's obligations;
- e. be responsible for any person using or accessing the account of a user under the Agreement; and
- f. immediately notify Siemens and terminate the relevant user's or user account's access to Offerings if Customer becomes aware of any:
 - violation of the Agreement by a user; or
 - unauthorized access to any user account.

5. Use rights

5.1. Cloud Services use rights

For Cloud Services within an Offering, Siemens grants Customer a non-exclusive, non-transferable, limited right to access and use such Cloud Services:

- a. for Customer's internal business purposes;
- b. during the applicable Subscription Term; and
- c. only in line with the Entitlements and the Agreement.

5.2. Software and Documentation use rights

For Software and Documentation within an Offering, Siemens grants Customer a non-exclusive, non-transferable, non-sublicensable, limited license to use Documentation and install and use Software:

- a. for Customer's internal business purposes;
- b. during the applicable Subscription Term or other period specified in the Order; and

- c. only in line with the Entitlements and the Agreement.

5.3. **Source code use rights**

Software contained in an Offering is generally provided in object code form only. To the extent that any Software is provided in source code form, Customer may only use it to modify or enhance the applicable Offering that the Software is a part of. All modifications or enhancements will be owned by Siemens and subject to the license set out in Section 5.2.

6. **Use restrictions**

6.1. **General**

Except as authorized in the Agreement, Customer will not, and will not allow any person or entity to:

- a. resell, transfer, sublicense, publish, loan, lease, or use any Offering to benefit a third party without Siemens' prior written consent;
- b. modify, repair, or create derivative works of any Offering;
- c. reverse engineer, disassemble, decompile, or attempt to discover the source code of any Offering;
- d. use any Offering in a way that could subject it to any Third-Party Terms for open source software not already applicable to such Offering;
- e. use any Offering to develop or enhance a product that is competitive with such Offering; or
- f. remove any proprietary notices or legends in or affixed to any Offering.

6.2. **Copies of Software and Documentation**

Customer may copy Software or Documentation only:

- a. as required to use the Offering as authorized under the Agreement; and
- b. if Customer ensures that any copy includes all proprietary notices in or affixed to the Software or Documentation as received from Siemens.

6.3. **Application Programming Interfaces (APIs)**

Customer will only use APIs identified as "published" in the Documentation, and as described in it to support the authorized use of Offerings.

6.4. **Restrictions applicability**

The restrictions set out in this Section 6 do not apply to the extent they conflict with mandatory law.

7. **No-Charge Offerings and Previews**

Siemens provides No-Charge Offerings and Previews "as is" and without warranty, indemnity, support, or other commitments.

Siemens may change, limit, suspend, or terminate any Previews at any time. Previews are not ready for production use, and Customer uses any Previews at its risk and discretion.

Customer will use No-Charge Offerings identified in an Order as "demo," "test," "evaluation," "beta," or similar only for internal test and evaluation purposes.

8. **Reservation of rights**

All Software, Cloud Services, and non-public Documentation are trade secrets of Siemens and of Siemens' licensors.

Siemens or its licensors retain title to and ownership of Software, Cloud Services, Documentation, and Siemens IP. Siemens reserve all rights in Offerings and Siemens IP not expressly granted in the Agreement.

Siemens reserves the right to embed a reporting mechanism in Software to detect unauthorized use of Software licenses.

Additional terms for Cloud Services

9. Service level agreements

During the Subscription Term, Siemens will comply with the applicable service level agreements for Cloud Services as set out in any Supplemental Terms.

10. Out of scope

Cloud Services specifically exclude:

- a. access to the internet or any other network;
- b. suitable connectivity or any other resources necessary for accessing or using Cloud Services; and
- c. the transmission of Content to and from the exit of the wide area network of the data centers used by Siemens to provide Cloud Services.

11. Changes to Cloud Services

11.1. Permitted changes

Cloud Services may be modified, discontinued, or substituted by Siemens from time to time.

During a Subscription Term, Siemens will not discontinue Cloud Services or materially degrade their core features or functionalities without making available substitute Cloud Services, except to address:

- a. new legal requirements;
- b. changes imposed by Siemens' vendors or subcontractors (e.g., the termination of Siemens' relationship with a provider of software or services required to provide such Cloud Services); or
- c. security risks that cannot be resolved in a commercially reasonable manner.

11.2. Material degradation of Cloud Services

If any material degradation or discontinuation of Cloud Services happens in accordance with Section 11.1:

- a. Siemens will notify Customer as soon as practicable; and
- b. Customer may terminate the Order for the applicable Offering by written notice within 30 days of receiving notice of degradation or discontinuation.

If the Order is terminated or the Cloud Services discontinued without available substitute Cloud Services, Siemens will refund any prepaid fees for the applicable Offering on a pro-rata basis for the remainder of the Subscription Term.

12. Use of messaging services

Customer may use Cloud Services to send emails or other messages to users and third parties and is solely responsible for such messages and their content.

Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Siemens' control. Siemens does not warrant that messages will reach their intended destination in a given timeframe.

13. Third-Party Content

Any contractual relationship regarding Third-Party Content:

- a. is only between Customer and the relevant third-party vendor; and
- b. may be governed by separate terms made available by Siemens with or as part of Third-Party Content.

Siemens will have no responsibility for Third-Party Content or Customer's use of it.

14. Acceptable Use Policy and indemnity

Customer will comply, and ensure that all users of any Offering comply, with the AUP.

Customer will indemnify Siemens, its Affiliates, and their subcontractors against any claims, damages, fines, and costs (including attorney's fees and expenses) relating to any:

- a. violation of the AUP by Customer or any user;
- b. violation of laws, regulations, or rights of others by Customer's or any user's use of an Offering; or
- c. Customer Content.

15. Ownership and use of Customer Content

15.1. Responsibility for Customer Content

Customer will:

- a. be responsible for:
 - the Customer Content, including the management, transfer, use, accuracy, and quality of Customer Content and the means by which Customer acquires such Customer Content;
 - taking appropriate steps to protect, delete, and retrieve Customer Content, including by keeping backup copies;
- b. confirm the geographic area in which Customer Content will be stored, which may be outside the country where Customer is located; and
- c. ensure that Customer Content can be processed and used in line with the Agreement without violating any rights of others or any laws or regulations.

15.2. Limited use for service provision

Siemens will not acquire any title to or ownership of Customer Content. Siemens and its subcontractors will use Customer Content only:

- a. to provide Offerings;
- b. as the Agreement otherwise allows; or
- c. as otherwise agreed by the parties.

15.3. Protection of Customer Content

Cloud Services will be provided using processes and safeguards designed to protect the integrity and confidentiality of Customer Content.

Some Cloud Services may provide features that allow Customer to share Customer Content with third parties or make Customer Content public. Customer will use such features at its sole discretion and risk.

Data

16. Security and data privacy

Each party will comply with applicable data privacy laws governing the protection of personal data.

Where Siemens acts as Customer's processor of personal data provided by Customer, the Data Privacy Terms available at <https://www.siemens.com/dpt> (including the technical and organizational measures described in them) apply to the use of the relevant Offering and are part of the Agreement.

17. Systems Information

17.1. Use of Systems Information

Siemens, its Affiliates, and their subcontractors may use Systems Information to support, maintain, monitor, operate, and improve their products and services or enforce their rights, provided that any Systems Information derived from Customer Content is aggregated with other information so that the original Customer Content is not identifiable.

17.2. Confidentiality

Systems Information is Siemens Confidential Information. Siemens may disclose Systems Information to a Siemens-authorized partner only to the extent reasonably required for such partner to fulfil its support obligations to Customer.

Renewals, suspension, and termination

18. Subscription renewals

18.1. Renewal

If indicated in the Order or agreed by the parties in an electronic system made available by Siemens, the Subscription Term for the applicable paid Offering will automatically renew for successive Subscription Terms.

To avoid renewal, a party must notify the other at least 45 days before the end of that Subscription Term.

18.2. Renewed term

Any renewed Subscription Term will be the same length as the preceding term or 12 months (whichever is longer).

18.3. Fees upon renewal

The fees during any renewed Subscription Term will be the same as those in effect at the end of the preceding Subscription Term, unless:

- a. Siemens notifies Customer of a fee change approximately 60 days before the end of the then-current Subscription Term; or
- b. fees for the renewed Subscription Term are specified in the Order.

18.4. Applicable agreement

For the renewed Subscription Term, the then-current Agreement will apply as made available:

- a. under links referenced in the Agreement or the Order; or
- b. to Customer by other means.

19. Suspension and limitation

19.1. Suspension and limitation rights

Siemens may immediately suspend or limit Customer's or any user's access to and use of Offerings, in whole or in part, if:

- a. Siemens reasonably determines that using the Offering:
 - poses a security risk to the Offering, Siemens, or any third party; or
 - subjects Siemens or any third party to liability; or
- b. Siemens has the right to immediate termination under Section 20.

19.2. Effect

Suspension or limitation will:

- a. not limit any other rights available to Siemens under the Agreement;
- b. not relieve Customer of its obligation to pay fees; and
- c. be promptly lifted when the reason for such suspension or limitation no longer exists.

20. Termination

20.1. Mutual termination rights

Neither party will terminate an Order for convenience during the applicable Subscription Term.

Either party may only terminate with immediate effect an Order for an Offering during its applicable Subscription Term if:

- a. the other party breaches the Agreement; and
- b. the breach remains uncured for a period of 30 days from receiving notice.

Such termination will only be effective with respect to the affected Offering.

20.2. Siemens' termination rights

Siemens may terminate with immediate effect any or all Orders or the Agreement upon notice to Customer:

- a. if Customer does not comply with applicable law or the request of government authorities; or
- b. if Customer:
 - installs or uses Software without authorization; or
 - breaches in any way Sections 2.1, 3, 4, 5, 6, 7, 8, 14, 25, and 26 of the General Software and Cloud Terms or Sections 9, 11, or 24 of the Base Terms.

20.3. Effects of termination or expiration

20.3.1. Customer's rights to access, use, or receive applicable Offerings automatically terminate when:

- a. the relevant Subscription Term expires;
- b. any Order for one or more of the affected Offerings is terminated; or
- c. the Agreement is terminated for any reason.

20.3.2. Upon termination or expiration, Customer will immediately:

- a. stop using the affected Offerings;
- b. remove and destroy all Software and other Siemens Confidential Information relating to such Offerings in its possession or control; and
- c. certify such removal and destruction in writing to Siemens.

20.3.3. Customer Content will remain available for download for a period of 30 days, provided Customer complies with the Agreement and pays all applicable fees. Customer Content may then be deleted.

20.4. Fees and refunds

If the Agreement or any Order is terminated by Siemens under Section 20.1 or 20.2, Customer will still have to pay the total fees agreed, which will be due and payable immediately upon termination.

If any Order is terminated by Customer under Section 20.1, Siemens will refund a reasonable portion of any prepaid fees on a pro-rata basis for the remainder of the Subscription Term for the affected Offerings.

20.5. Survival

Sections 2, 4.b, 6, 8, 14, 17, 20.3, 23, 25, and 26 of the General Software and Cloud Terms survive termination of the Agreement.

Warranties

21. Software warranties

21.1. Software warranty

Siemens warrants that Software will perform:

- a. substantially in accordance with the features and functionalities described in the Documentation; and
- b. for 90 days from the date the Offering is made available to Customer.

21.2. Remedy

To the extent permissible by law, Siemens' entire liability and Customer's sole and exclusive remedy for a breach of this Software warranty will be for Siemens to, at Siemens' option:

- a. correct errors or provide workarounds;
- b. replace defective Software; or
- c. require Customer to return the defective Software, terminate the Order for the non-conforming Offering, and refund fees paid for the Offering.

21.3. Exclusions

The warranty for Software excludes:

- a. **No-Charge Offerings;**
- b. **Software provided upon re-mix;**
- c. **Software designated as retired or not generally supported on the Order date;**
- d. **Software made available under the maintenance services terms set out in any applicable Supplemental Terms;**
- e. **Non-reproducible errors; and**
- f. **Issues, problems, or defects due to not using Software in line with the terms of the Agreement.**

22. Cloud Services warranties

22.1. Cloud Services warranty

Siemens warrants that Cloud Services will perform substantially in accordance with the features and functionalities described in the Documentation.

22.2. Remedy

To the extent permissible by law, Siemens' entire liability and Customer's sole and exclusive remedy for a breach of this Cloud Services warranty will be for Siemens to, at Siemens option:

- a. use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty; or
- b. if restoration isn't commercially reasonable, terminate the Order for the non-conforming Offering and refund any prepaid fees for the Offering on a pro-rata basis for the remainder of the relevant Subscription Term.

22.3. Exclusions

The warranty for Cloud Services excludes:

- a. **No-Charge Offerings and Previews;**
- b. **Non-reproducible errors; and**
- c. **Issues, problems, or defects arising from Customer Content, Third-Party Content, or due to not using Cloud Services in line with the terms of the Agreement.**

23. Disclaimers

- a. **Siemens makes only the limited warranties stated in the Agreement and disclaims all others, including the implied warranties of merchantability and fitness for a particular purpose.**
- b. **Representations about Offerings, features, or functionality in any communication with Customer are technical information, not a warranty or guarantee.**
- c. **Siemens does not warrant or guarantee that:**
 - **Customer will achieve its intended results;**

- **Offerings are suitable for Customer's intended use;**
- **Offerings comply with all laws and regulations applicable to customers' specific use;**
- **Siemens will correct reported errors or resolve support requests to meet Customer's needs;**
- **Offerings or any Third-Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components; or**
- **any Content, including Customer Content and Third-Party Content, will be secure or not lost or damaged.**
- d. **Siemens does not control Customer's processes or the creation, validation, sale, or use of Customer's (or any client of Customer's) products or services.**
- e. **Siemens will not be liable for any claim or demand made against Customer by any third party, except for Siemens' obligations to indemnify Customer against Infringement Claims.**

Other

24. Notices

24.1. Methods of notice

Siemens may notify Customer by:

- a. posting a notification on Cloud Services or on the Subscription Console;
- b. sending an email or other text message to the address or contact number provided by Customer or then-associated with the Subscription Console; or
- c. sending an email to relevant users.

Notices about claims or disputes will always be sent to the party's address as specified in the applicable Order.

24.2. Notice delivery date

A notice will be deemed provided to Customer three days after its date, if Customer does not:

- a. regularly visit the Subscription Console; or
- b. receive a notice because of technical issues related to equipment or services under Customer's or Customer subcontractors' control.

24.3. Addresses

A party may change its address by giving written notice to the other party.

Customer will visit Cloud Services and the Subscription Console regularly and provide Siemens with current email addresses of Customer representatives.

25. Information obligation and audit

25.1. Information obligation

Customer will provide information or other materials that Siemens reasonably requests to verify Customer's compliance with the Agreement.

25.2. Siemens' audit rights

Upon reasonable advance notice, Siemens may conduct an audit of Customer's compliance with the Agreement. To minimize Customer disruption:

- a. Siemens may conduct remote audits using scanning tools operated by Customer to collect audit information; and
- b. while on Customer's premises, Siemens and its agents will comply with reasonable security procedures communicated to Siemens.

At Siemens' discretion, Customer will permit Siemens or its authorized agents to access facilities, workstations, and servers and take all commercially reasonable actions to assist Siemens in the audit.

26. Export control compliance

In addition to Section 11 of the Base Terms, Customer will not:

- a. download, install, access, or use the Software or Cloud Services from or in any location prohibited by or subject to comprehensive sanctions according to the Export Regulations;
- b. grant access to, transfer, (re-)export (including any "deemed (re-)exports"), or make available the Software or Cloud Services to any entity or person identified on a restricted party list of the Export Regulations or owned or controlled by a listed party;
- c. use the Software or Cloud Services for any purpose prohibited by the Export Regulations (e.g., use in connection with armaments, nuclear technology, or weapons);
- d. upload to the Cloud Services platform any Customer Content unless it is non-controlled (e.g., in the EU: AL = N; in the U.S.: ECCN = N or EAR99); or
- e. facilitate any of these activities by any user.

Customer will provide all users with all information necessary to ensure compliance with the Export Regulations.

27. License rights applicable to the U.S. Government

- a. Offerings are commercial products that were developed exclusively at private expense.
- b. Offerings acquired directly or indirectly for use by the U.S. Government are "Commercial Items" and "Commercial Computer Software" or "Computer Software Documentation" as defined in 48 C.F.R. §2.101 and 48 C.F.R. §252.227-7014(a)(1) and (a)(5), as applicable.
- c. Offerings may only be used under the terms of the Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202.
- d. The U.S. Government will only have the rights set out in the Agreement, which takes precedence over any conflicting terms or conditions in any government order document, except for provisions that clash with applicable mandatory federal laws.
- e. Siemens will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

Definitions

AUP	Siemens' Acceptable Use Policy available at https://www.siemens.com/sw-terms/aup .
Cloud Services	Online services and associated cloud-based APIs made available by Siemens under these General Software and Cloud Terms, whether offered alone or in combination with Software. They include: <ul style="list-style-type: none">• software-as-a-service;• platform-as-a-service;• cloud hosting services; and• online training services. Cloud Services exclude Software, Customer Content, and Third-Party Content.
Content	Data, text, audio, video, images, models, or software.
Customer Content	Content entered by Customer or any user into Cloud Services and any output generated by Customer or any user through use of such Cloud Services based on such Content. It excludes <ul style="list-style-type: none">• Third-Party Content; and• Content owned or controlled by Siemens or its Affiliates or their respective licensors and made available by Siemens or its Affiliates through or within Cloud Services.
Entitlements	The license and use types, limits, volume or other measurement, or conditions of permitted use for an Offering as set out in the applicable Order, Supplemental Terms, or Documentation, including:

	<ul style="list-style-type: none"> any limits or restrictions on the number and categories of users authorized to use the Offering; permitted geographic areas; available storage space; computing power; or other attributes and metrics.
No-Charge Offerings	Offerings provided at no charge.
Previews	Features or services offered at no extra charge as part of Cloud Services before their general release that are labeled or communicated to Customer as "preview," "pre-release," "early access," or "non-general release."
Siemens IP	All patents, copyrights, trade secrets, and other intellectual property rights in, related to, or used to provide or deliver any Offering or technical solution underlying any Offering and any improvement, modification, or derivative work of any of the foregoing.
Software	Software licensed by Siemens under these General Software and Cloud Terms and made available for download or delivered to Customer for installation. It includes Updates, modifications, design data, and all their copies, associated software-based APIs, scripts, toolkits, libraries, reference or sample code, and similar materials.
Subscription Console	Administrative user account that Customer maintains with Siemens to manage subscriptions to Offerings.
Subscription Term	The period specified in the Order for which a term-based Offering is made available to Customer. Any renewal constitutes a new Subscription Term.
Systems Information	<p>Information, statistics, and metrics</p> <ul style="list-style-type: none"> about use, operation, support, and maintenance of Offerings; or collected and derived from Customer Content.
Third-Party Content	Content, applications, and services owned or controlled by a third party and made available to Customer by the third party through or in connection with Cloud Services.



Signature

Presented to:

Clay County School District - Q-455603
October 21, 2025, 9:22:07 PM

Accepted by:

Printed Name

Signed Name

Title

Date

Exhibit # 1

WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)

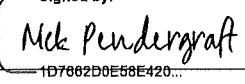
The undersigned Contractor/Vendor (“Contractor”) represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the “Board” or “District”), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an “Employee” as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor’s election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
9. Contractor had an opportunity to review and consult with legal counsel regarding this document.
10. Contractor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Brightly Software, Inc.

Name of Contractor/Vendor: _____

Signed by:

Signature of Authorized Representative: 
1D7602D0E58E420...

Printed Name of Authorized Representative: Nick Pendergraft

Title of Authorized Representative: Director: Employee Experience

Date: 17 November 2025

Exhibit # 2 (a)

EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

APPENDIX II to C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29

EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

EDGAR CERTIFICATIONS (continued)

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

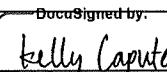
Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name:

Brightly Software, Inc.

Signature of Authorized Representative:


Kelly Caputo

Print Name of Authorized Representative:

C3C10791979F48A...
Kelly Caputo

Exhibit # 2 (b)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

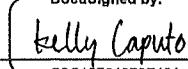
Name of Vendor: Brightly Software, Inc.

Kelly Caputo

Printed Name

DocuSigned by:

Signature:



C3C10791979F48A...

General Counsel

Title of Authorized Representative

Date: 18 November 2025

Exhibit # 2 (c)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Florida Stat. as follows:

Preference to businesses with drug-free workplace programs - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied bids, proposal, or replies shall be followed if none of the tied vendor has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Brightly Software, Inc

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

Nick Pendergraft

(Printed Name)

Director: Employee Experience

(Title)

Signed by:

Nick Pendergraft

1D7682D0E58E420...

(Signature)

17 November 2025

(Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

State of FLORIDA)
County of CLAY)

Khaki Hollingsworth and Michelle Will

My name is (INSERT NAME _____). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

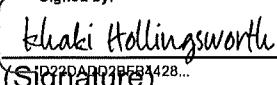
(4) (INSERT NAME OF COMPANY Brightly Software, Inc. _____) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY Brightly Software, Inc. _____) understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Brightly Software, Inc. _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Khaki Hollingsworth
(Printed Name)

Signed by:

10/22/2022 10:07:53 AM 428...

VP of Client Success
(Title)

17 November 2025
(Date)

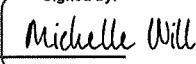
Signed by:

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Exhibit # 2 (e)

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Contractor must disclose the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Contractor's Employee	SBCC Title or Position of Contractor's Employee	SBCC Department/School of Contractor's Employee
-------------------------------	---	---

none

_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.

I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.

DocuSigned by:

Kelly Caputo

C3C10791979F48A...

Signature

Brightly Software, Inc.

Company Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2025

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 MARSH USA, LLC, 445 SOUTH STREET MORRISTOWN, NJ 07962-1966 CN101547597-BRIGH-GAWUC-	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company of Illinois	NAIC #
INSURED BRIGHTLY SOFTWARE, INC. 4242 SIX FORKS ROAD SUITE 1400 RALEIGH, NC 27609	INSURER B: Travelers Property Casualty Co. of America	25674
	INSURER C: Travelers Casualty & Surety Company	19038
	INSURER D: American Guarantee & Liability Insurance Company	26247
	INSURER E: Steadfast Insurance Company	26387
	INSURER F:	

COVERAGEs

CERTIFICATE NUMBER:

NYC-011486591-09

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				GLO0444023-00	10/01/2025	10/01/2026	EACH OCCURRENCE	\$	1,000,000
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
								MED EXP (Any one person)	\$	100,000
								PERSONAL & ADV INJURY	\$	1,000,000
								GENERAL AGGREGATE	\$	10,000,000
								PRODUCTS - COMP/OP AGG	\$	INCL
									\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:									
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO- JECT	<input type="checkbox"/> LOC							
	OTHER:									
B	AUTOMOBILE LIABILITY				TC2J-CAP-7440L34A-TIL-25	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	<input checked="" type="checkbox"/> ANY AUTO							BODILY INJURY (Per person)	\$	N/A
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	N/A
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	N/A
									\$	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR			AUC0444024-00	10/01/2025	10/01/2026	EACH OCCURRENCE	\$	10,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$	10,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		<input type="checkbox"/> Y / N	<input type="checkbox"/> N / A	UB-8P83929A-25-51-K (AOS)	10/01/2025	10/01/2026	X PER STATUTE	<input type="checkbox"/>	OTH- ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				UB-8P79233A-25-51-R (AZ, MA, WI)	10/01/2025	10/01/2026	E.L. EACH ACCIDENT	\$	1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
								E.L. DISEASE - POLICY LIMIT	\$	1,000,000
E	Cyber				SPR2507667-00	10/01/2025	10/01/2026	PER CLAIM		6,000,000
								AGGREGATE		6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CLAY COUNTY SCHOOL DISTRICT IS HEREBY ADDITIONAL INSURED AS OBLIGATED UNDER CONTRACT UNDER THE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES.

UMBRELLA IS FOLLOW FORM OF PRIMARY SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

CERTIFICATE HOLDER

CANCELLATION

CLAY COUNTY SCHOOL DISTRICT 900 WALNUT STREET GREEN COVE SPRINGS, FL 32043	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 of Marsh USA LLC	

Anthony Favola

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